



**2023\_08\_28**

**CITY COMMISSION  
MEETING**



**Mission Statement**

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

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**YANKTON BOARD OF CITY COMMISSIONERS**

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

**Monday, August 28, 2023**

**City of Yankton Community Meeting Room**

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

If you would like to watch the City Commission meeting you can do so by accessing the City of Yankton’s  
YouTube Live Channel. <https://www.youtube.com/channel/UCD1a1hf1dIkiLVSXnmdRQg/live>

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

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**I. ROUTINE BUSINESS**

1. Roll Call
2. Approve Minutes of Budget Workshop of August 14, 2023 and Regular Meeting of August 14, 2023 **Attachment I-2**
3. Schedule of Bills **Attachment I-3**
4. City Manager’s Report **Attachment I-4**
5. Public Appearances  
- Hunter Haas, Eagle Scout Ice Skate Rink Project

*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. **Transient Merchant License**  
Consideration of Memorandum #23-162 recommending approval of the application from Country Fresh Farms for a Transient Merchant License for September 13-16, 2023 on Menard’s Frontage, 3210 Broadway Avenue.

**Attachment II-1**

**2. Establishing Public Hearing for Sale of Alcoholic Beverages**

Establish September 11, 2023 as the date for the public hearing on the request for a New Retail (on-off sale) Malt Beverage & SD Wine License for July 1, 2023 to June 30, 2024 from Event Central (Matt Evans, Owner), 2101 Broadway Ave, Yankton, South Dakota.

**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. Public Hearing for Sale of Alcoholic Beverages**

Consideration of Memorandum #23-161 regarding the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, September 9, 2023 from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

**Attachment III-1**

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

**IV. NEW BUSINESS**

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

**1. Ordinance Pertaining to Proposed 2024 Budget – Set Public Hearing**

Introduction, first reading and establish September 11, 2023 as the second reading, an ordinance to appropriate monies for defraying the necessary expenses and liabilities of the City of Yankton, South Dakota, for the fiscal year beginning January 1, 2024 and ending December 31, 2024, and providing for the levy of annual taxes for all funds created by ordinance within said City.

**Attachment IV-1**

**2. Employee Tuition Reimbursement**

Consideration of Memorandum #23-158 recommending approval of employee tuition reimbursement in the amount of \$5,921.47.

**Attachment IV-2**

**3. Addendum to Collective Bargaining Agreement Wage and Adjustments**

Consideration of Memorandum #23-159 recommending approval of Resolution #23-45 and the Addendum to Collective Bargaining Agreement between the City of Yankton and the American Federation of State, County, and Municipal Employees, AFL-CIO Local 3968 for ages effective January 1, 2024.

**Attachment IV-3**

**4. Addendum to Collective Bargaining Agreement Fire Call**

Consideration of Memorandum #23-160 recommending approval of Resolution #23-50 and authorizing Mayor Moser to sign the Addendum to Collective Bargaining Agreement between the City of Yankton and the American Federation of State, County, and Municipal Employees, AFL-CIO Local 3968 for addition of language for volunteer firefighters effective October 7, 2023.

**Attachment IV-4**

**5. Bid Award for Library Roof Repairs**

Consideration of Memorandum #23-163 recommending approval of the base bid plus alternate from MJ Dalsin Roofing of Sioux Falls, South Dakota in the amount of \$201,179.00 for roof repairs to the Yankton Community Library.

**Attachment IV-5**

**6. Sales Tax Reimbursement Agreement**

Consideration of Memorandum #23-165 regarding Resolution #23-47, a Performance Based Sales Tax and Development Agreement for Investinme, LLC dba Event Central, Matt Evans, Owner.

**Attachment IV-6**

**7. Mead Property Development Project Change Order**

Consideration of Memorandum #23-166 recommending the approval of Change Orders No. 2 and No. 3 for the Mead Property Development project.

**Attachment IV-7**

**8. Change Order for the Chan Gurney Airport Project**

Consideration of Memorandum #23-167 recommending approval of Change Order No. 1 for the Chan Gurney Airport project in the amount of \$1,471.53.

**Attachment IV-8**

**9. Offer to Purchase 4.14 Acres in Airport Addition**

Consideration of Memorandum #23-168 recommending that the City Commission discuss and take action on the proposed Real Estate Purchase Agreement. If approved, it is also recommended that the City Manager be authorized to execute all documents associated with the ROFR and / or Purchase Agreement as described therein.

**Attachment IV-9**

**10. Naming and Setting Salary of Interim Finance Officer**

Consideration of Memorandum #23-169 supporting Resolution #23-51 naming Lisa Yardley as Interim Finance Officer and setting the salary as stated.

**Attachment IV-10**

**11. Off-Sale Population Based Liquor License Increase**

Consideration of Memorandum #23-170 supporting Resolution #23-52 authorizing the City of Yankton to issue one new package off-sale liquor license for the City of Yankton for calendar year 2024.

**Attachment IV-11**

**12. FAA Airport Grant Closeout**

Consideration of Memorandum #23-171 recommending the authorization of the City Manager to sign the FAA Project Closeout Report for FAA Grant AIP #3-46-0062-033-2021.

**Attachment IV-12**

**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 AUGUST 28, 2023**

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

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

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS  
YANKTON, SOUTH DAKOTA  
CITY COMMISSION WORK SESSION, 5:30 P.M.  
AUGUST 14<sup>TH</sup>, 2023**

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

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

City Attorney Den Herder arrived at 5:40 p.m.

There were no public appearances at this time.

Amy Leon, City Manager, led a discussion of the proposed 2024 City of Yankton budget of 81 million plus dollars. Her presentation followed the budget letter presented to commissioners and the public. General discussion ensued but no official commission action was taken at this budget work session.

Action 23-192

Moved by Commissioner Villanueva, seconded by Commissioner Webber, to adjourn at 6:42 p.m.

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

Motion adopted.

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Stephanie Moser  
Mayor

ATTEST:

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Al Viereck  
Finance Officer

Published on August 22<sup>nd</sup>, 2023

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS  
YANKTON, SOUTH DAKOTA  
AUGUST 14<sup>TH</sup>, 2023**

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

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

Action 23-193

Moved by Commissioner Miner, seconded by Commissioner Villanueva, to approve Minutes of regular meeting of July 24<sup>th</sup>, 2023.

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

Motion adopted.

Action 23-194

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

1 Office - Copy Paper - \$7,848.96; 1 Office - Office Supplies - \$7.84; 302 W 3rd - Facade Grant - \$13,000.00; Absolute Science - Riverside Park Event - \$400.00; Academy Of Dance - Summer Program - \$475.20; Adams/Brian - Music at Meridian - \$4,800.00; Adobe - Adobe Subscription - \$19.99; Adobe - Computer Program - \$58.40; Adobe - Promotional Flyers - \$106.49; Afsome Council 65 - Employee Deductions - \$930.40; Als Technologies - Ammunition - \$119.95; American Family Life - Premiums - \$5,645.18; American Red Cross - Lifeguard Certificate - \$41.00; Amzn - Fire Training Book - \$35.00; Amzn - Soap Dispensers - \$134.54; Amzn - Dvd's - \$112.69; Amzn - Cleaning Towels - \$122.52; Amzn - Dvd - \$19.96; Amzn - Baby Changing Tables - \$299.90; Amzn - Pickleball Tape - \$135.96; Amzn - Vacuum Bags - \$49.60; Amzn - Travel Expense - \$38.94; Amzn - Barbell Clamps - \$107.40; Amzn - Soap Refills - \$98.00; Amzn - Signage - \$29.87; Amzn - Absorbing Water Pillow - \$100.76; Amzn - Ice Machine Water Filter - \$43.45; Amzn - Books - \$214.89; Amzn - Goggles - \$43.47; Amzn - Office Supplies - \$79.32; Amzn - Cleaning Towels - \$119.70; Amzn - Burning Building Book - \$75.86; Amzn - Vacuum Cleaner - \$149.99; Amzn - Office Supplies - \$23.80; Amzn - Whistles - \$36.97; Amzn - Ice Machine Cleaner - \$46.95; Amzn - Office Supplies - \$121.50; Amzn - Goggles - \$122.95; Amzn - Office Supplies - \$33.95; Amzn - First Aid Kits For Bikes - \$42.87; Amzn - Cable Sleeve - \$24.00; Amzn - Books - \$118.26; Amzn - Air Quality Monitor - \$106.14; Amzn - Summer Program Supplies - \$82.56; Amzn - Office Supplies - \$14.57; Amzn - Phone Cables - \$7.39; Amzn - Walkie Talkies - \$127.97; Amzn - Ipad Case - \$64.59; Amzn - Chemicals - \$30.48; Amzn - Office Supplies - \$61.71; Amzn - Dvd's - \$37.94; Amzn - Office Supplies - \$149.80; Amzn - Vinyl for Police Helmets - \$22.94; Amzn - Dry Erase Boards - \$119.59; Anderson Realt - Facade Grant Reimburse - \$9,022.92; Ascip - License Fee - \$16.25; Att Bill - Mobile Data - \$1,248.22; Autel - Software Update - \$1,379.18; Autozone - Antifreeze, Wiper Blades - \$286.92; Avera Health Plans - Premiums - \$85,695.30; Axvoice - Dialer Service - \$21.44; Banner Assoc. - Marne Creek Restoration - \$27,425.54; Barb Buss - Membership Refund - \$29.48; Beringer/Eric - Music at Meridian - \$150.00; Bluebook - Hose Repair - \$1,486.55; Bluepeak - Internet Access -

\$3,795.33; Boller Printing - Mural - \$110.08; Bomgaars - Pickup Tool Box - \$1,970.51; Bosch Auto - Software Update - \$781.90; Bound Tree Medical - Safety Supplies - \$25.58; Brent Allan Entertainment - Library Summer Program - \$375.00; Buhls - Towels Cleaning - \$155.20; Bunyans - Travel Expense - \$50.00; C & B - Edger Blades - \$261.25; Canva - Computer Program - \$119.40; Cengage - Learning Materials - \$200.77; Center Point - Large Print Books - \$236.10; Centurylink - Phone Bill - \$222.08; Champagne Sunday - Music at Meridian - \$1,000.00; Charactors - Family Night - \$420.00; Chesterman - Concessions - \$893.50; City Of Vermillion - Joint Power Transfer - \$82,905.60; City Utilities - Water/Ww - \$38,791.38; Cornwell D-P Tools - Tap - \$27.95; Coy - Solid Waste - \$647.90; Coy - Compacted Garbage - \$18,484.99; Coy - Cartridge Disposal - \$55.48; Credit Collection - Collection Water - \$46.64; Crescent Electric - Electrical Supplies - \$410.64; Cup Store - Music at Meridian Cups - \$674.43; Danko Emergency - Hose Repair - \$267.87; Dean/James - Music at The Meridian - \$150.00; Design Solutions - Service Call - \$320.00; Dino Odell - Book - \$20.00; Doh - Water Samples - \$415.00; Double H Paving - Taxiway - \$360,979.02; Downtown Screen Printi - Summer Programs Singers - \$170.00; Dss - Child Support - \$2,455.84; Ebay - Battery - \$24.99; Echo Electric - Led Panel - \$1,728.76; Ecowater - Rental Contract - \$108.00; El Tapatio - Summer Reading Program - \$44.98; Eric Bartz - Training Instructor Pay - \$318.01; Esri - Arcgis Online Credits - \$240.00; Fejfar Plumbing - Gas Shut Off - \$74.49; Fenton Construction - Marne Creek Bank Restore - \$530,763.75; Ferguson Enterprises - 4" Turbine & Register - \$5,110.27; Fimco Schaben Agspray - Trail Supplies - \$183.33; First Dakota - Contributions - \$11,323.16; Fnb - Cafeteria Plan - \$1,759.16; Frontier Mills - Lawn Mix - \$276.30; G.I. Trailer - Repair Trailer - \$3,256.09; Geotek - Testing - \$25,183.00; Gerstner Oil - Motor Oil - \$277.40; Gerstner Oil - Aviation Gas - \$53,738.86; Glock Professional - Glock Training Course - \$500.00; Goldstar Products - Shop Supplies - \$399.00; Graham - O-Rings - \$16.95; Graybar Electric - Parts - \$50.26; Greatlife - Summer Program - \$1,100.80; Gulick/Monte - Music At Meridian - \$150.00; Gusso/Greg - Travel Expense - \$11.00; H & K Oil - Oil Filtler - \$25.88; Haas/John And Teresa - Sidewalk Reimbursement - \$873.60; Hach - Reagents - \$579.79; Hanson Briggs - Patrol Booklets - \$914.38; Hanson Briggs - Office Supplies - \$851.39; Hanson Briggs - White Cards - \$830.67; Hawkins - Chemicals - \$44,042.11; Heritage Homes - Special Appropriation - \$1,250.00; Holiday Inn - Lodging - \$196.00; Hoyer/Josh - Music At Meridian - \$2,250.00; Hy-Vee - Lifeguard Appreciation - \$392.84; Icma Retirement - Contributions - \$3,314.52; In Advanced Graphix - Vehicle Graphics - \$74.50; In Powers Port A Pot - Porta Pot - \$135.00; J & Hcleaning - Janitorial Services - \$4,200.00; J & M Aircraft - Runway Lights - \$1,004.68; J2 Metrofax - Fax Service - \$11.95; Jacks Uniforms - Uniform Pants - \$893.36; Jack's Uniforms - Safety Vests - \$6,250.28; Jcl Solutions - Cleaning Supplies - \$1,958.01; Jj Benji's - Uniforms - \$267.00; Jlc Piano - Youth Choir Program - \$75.00; Joann Stores - Summer Reading Program - \$15.94; Johnson Controls - Electrical - \$349.04; Jones Food - Travel Expense - \$52.36; Kaiser's - Weedeater Repair - \$496.37; Karls - Lab Dishwasher - \$949.98; Kendell Doors - Key Core For Door - \$185.84; Koletzky Implement - Cover Assembly - \$156.75; Kopetskys Ace Hdwe - Lightweight Ladder - \$750.76; Kully Supply - Small Tool - \$36.58; Lamb Motor - 2023 Ford Crew Cab - \$43,491.00; Language Line - Translation Services - \$104.22; Larrys Heating - Filters - \$592.60; Leslies Poolmart - Pool Remote - \$133.75; Lewis & Clark Theatre - Special Appropriation - \$1,250.00; Lewis & Clark Vet - Vet Bill - \$280.21; Lumen - Fiber Internet - \$347.36; Macqueen Emergency - Cleaner - \$140.39; Masonry Components - Levee To 2nd - \$332,091.48; Mcallister/Randy - Music At The Meridian - \$1,375.00; Mcarthur Sheet Metal - Exhaust Vent/Hood - \$17,500.00; Mcdonalds - Travel Expense - \$22.78; McMaster - Gbt Dump Valve - \$749.13; Mead Cultural Education - Train Car Moved To Mead - \$6,350.00; Mead Lumber - Gridmarker - \$599.20; Menards - Cleaning Supplies - \$2,759.82; Mernin/Kelly - Sidewalk Reimbursement - \$900.48; Mg Scientific - Lab Still Heat Element - \$754.89; Midamerican - Fuel - \$1,306.47;

Midamerican - Fuel - \$3,417.64; Midwest Labs - Wastewater Testing - \$1,112.83; Midwest Radiator - Gas For Welder - \$62.70; Midwest Tape - Supplies - \$39.99; Midwest Turf - Groundskeeper Repair - \$4,358.68; Mini Melt - Concessions - \$2,880.00; Minnesota Life - Premiums - \$657.98; Money Movers - Sac Maintenance Fee - \$11.50; Morrow/Joseph C. - Design Work - \$3,960.00; Napa - Belt And Battery - \$345.73; Ne Dor - Withholding Tax - \$2,771.43; Northtown - Pad,Cover,Labor - \$507.37; Northwestern - Electricity - \$99,968.46; Nra - Nra Membership - \$80.00; Olsons Pest - Pest Control - \$701.00; Oreilly Auto - Step Bars, Floor Liner - \$2,702.66; Overdrive - E-Books - \$1,607.68; Overhead Door - Keypad - \$180.00; Parkway Const - Mcvay Family Reflection - \$14,128.20; Patrick Kaffar - Training Instructor Pay - \$318.01; Pb Leasing - Postage - \$122.00; Pfeifer Implement - Equipment Supplies - \$20.00; Pheasantland - Safety Clothing - \$44.70; Pheasantland - Meridian Dist Banners - \$5,771.98; Pizza Ranch - Concessions - \$6,931.03; Playaway Products - Wonderbooks-Av - \$775.07; Power Source Electric - Electrical - \$65.00; Prime Video - Digital Movie - \$21.23; Principal Life - Insurance Premiums - \$6,811.96; Pro Track And Tennis - Sac Tennis Courts - \$69,600.00; Psn - Merchant Fees - \$69.85; Push Pedal Pull - Equipment Repairs - \$369.30; Quadient - Postage - \$678.00; Racom - Beon Access - \$35.80; Retirement - Contributions - \$91,945.82; Riverside Hydraulics - Hydraulic Ends, Hoses - \$922.35; Samsclub - Concessions - \$332.88; Schrecht Llc - Tid Reib - \$32,010.72; Sd Dol - Unemployment Insurance - \$1,930.76; Sd Property Management - American Flags - \$114.65; Sdsrp - Retirement Contributions - \$17,807.26; Shell Oil - Fuel - \$68.66; Sherwin Williams - Road Paint - \$756.54; Sherwin Williams - Sprayer Chromex Rod - \$235.00; Sioux Falls 2 Way Radio - Replace Fire Pager - \$485.99; Smith Ins - Notary Bond - \$80.00; South Dakota Humanitie - Programming - \$50.00; Standard Ins - Insurance Premiums - \$667.96; Startz/James - Music At The Meridian - \$150.00; Stax Zoobean - Beanstack - \$795.00; Stockwell Engineers - Engineering - \$27,200.00; Sturdevants - Filters - \$1,926.49; Teledyne Instrument - Sampler Tubing - \$526.00; Tessman - Chemicals - \$2,974.31; The Icee Company - Concessions - \$1,461.24; Third Millennium - Utility Billing - \$735.70; Thrive - Conference - \$30.00; Thrive - Special Appropriation - \$115,000.00; Thrive - Staff Training - \$330.00; Thrive - Sales Tax Reimb 2nd Qtr - \$118,759.67; Thrive - Tid Reib - \$201,922.69; Titan Machinery - Sweeper Parts - \$1,711.14; Tma - Industrial Tires - \$2,521.69; Toms Electric - Concessions - \$248.72; Tractor Supply - K-9 Supplies - \$123.96; Travis Jamison - Music At The Meridian - \$2,000.00; Tre Environmental - 3rd Qtr Testing - \$950.00; Triple I Solutions - Smugglers Class - \$498.00; Tri-State Turf - Irrigation - \$11,943.00; Trk Hosting - Web Hosting - \$7.95; Trophy Place - Trophies - \$270.00; Tropical Creations - Service Fee - \$301.00; Truck Trailer - Coiled Cable - \$880.32; Turfwerks - Equipment Repairs - \$358.15; U.S. Post Office - Utility Billing Postage - \$2,630.69; Ujs Circuit Court - Court Filing - \$2.00; Ukg - Payroll Software - \$3,135.00; United Republic Bank - Tid #9 Reimb - \$505.34; United States Treasury - Federal Withholding - \$204,153.31; United Way - Employee Contributions - \$172.00; Ups - Wet Test Shipping - \$554.63; Usps - Postage - \$697.24; Usps - Postage - \$116.75; Vcn Yanktonrodctr - Deed Filing - \$32.50; Verizon - Internet Access - \$3,277.43; Vessco - Gbt Polymer Pump Parts - \$936.65; Vessco - Parts - \$382.42; Viddler - Video Hosting - \$41.49; Vistaprint - Summer Reading Program - \$350.91; Vol Fire Department - Fire Call Pay - \$1,020.00; Vwr International - Lab Supplies - \$246.56; Walgreens - Cleaning Supplies - \$8.98; Walmart - Cleaning Supplies - \$996.11; Walmart - Reimbursed Expense - \$211.94; Walmart - Data Storage - \$1,171.42; Week/Thomas Lynn - Trails - \$300.00; Well365 - Well365 - \$800.00; Wenger Corp - Stage Repairs - \$3,587.97; Wholesale Supply - Concessions - \$5,414.15; Williams & Co - Audit - \$19,205.00; Winnelson - Riverside Irrigation - \$109.68; Xerox - Copier Lease & Copies - \$1,305.84; Yankton County Auditor - Safety Center Share - \$10,142.24; Yankton Development - Tid Reimb - \$72,257.67; Yankton Fire - Extinguisher Maintenance - \$88.00; Yankton Janitorial - Janitorial Supplies - \$264.15;



Yankton Media - Newspaper Subscription - \$133.09; Yankton Title - Abatement - \$159.30; Ysd - Summer Program - \$8,954.75; Ysd - 2023 2nd Quarter - \$53,603.25; Ysd - 2023-2024 Yearly Lease - \$22,683.85;

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

**Salaries by Department: July 2023**

ADMINISTRATION	\$58,047.60
FINANCE	\$37,089.31
COMMUNITY DEVELOPMENT	\$30,162.82
POLICE/DISPATCH	\$205,008.61
FIRE	\$15,049.46
ENGINEERING / SR. CITIZENS	\$52,138.29
STREETS	\$60,220.91
SNOW & ICE	\$0.00
TRAFFIC CONTROL	\$4,703.34
LIBRARY	\$36,429.81
PARKS / SAC	\$107,509.67
HUETHER AQUATICS	\$108,820.68
MARNE CREEK	\$9,035.00
WATER	\$47,057.09
WASTEWATER	\$47,039.92
CEMETERY	\$6,931.04
SOLID WASTE	\$30,046.65
LANDFILL / RECYCLE	\$25,327.52
CENTRAL GARAGE	\$8,923.17
	\$889,540.89

**Personnel Changes**

New Hires

Public Works Department: Robert Hoefs, Sanitation Truck Operator, \$1,634.80 biweekly; Parks, Recreation and City Events Department: Sue Hill, Youth Program Instructor, \$14.00/hr; Housing Department: Katrina Lauritsen, Housing Part Time Temporary, \$16.00/hr.

Wage Changes

Parks, Recreation and City Events Department: Braxton Adams, Lifeguard, \$13.00 to \$14.00/hr; Samantha Aune, Lifeguard, \$16.25 to \$17.25/hr; Brianna Berger, Lifeguard, \$16.00 to \$17.00/hr; Tate Beste, Cashier, \$11.00 to \$12.00/hr; Addison Brodeur, Cashier, \$11.00 to \$12.00/hr; Ella Brummer, Lifeguard, \$15.00 to \$16.00/hr; Cami Buehlmann, Cashier, \$11.00 to \$12.00/hr; Abram Chance, Cashier, \$13.00 to \$14.00/hr; Hunter Cotton, Lifeguard, \$15.00 to \$16.00/hr; Porter Cuka, Cashier, \$14.00 to \$15.00/hr; Sienna Cuka, Cashier, \$11.00 to \$12.00/hr; Lily Diedrichsen, Lifeguard, \$16.25 to \$17.25; Max Diedrichsen, Lifeguard, \$15.00 to \$16.00/hr; Allie Dilts, Facility Manager/Lifeguard,

\$19.00 to \$20.00/hr; Chayse Drotzmann, Lifeguard, \$16.00 to \$17.00/hr; Macy Drotzmann, Lifeguard, \$15.00 to \$16.00/hr; Ava Dryden, Cashier, \$11.00 to \$12.00/hr; Emma Eichacker, Lifeguard, \$16.00 to \$17.00/hr; Melania Enfield, Lifeguard, \$13.00 to \$14.00/hr; Kate Fanta, Cashier, \$11.00 to \$12.00/hr; Coleman Frank, Lifeguard Manager, \$18.00 to \$19.00/hr; Savannah Frank, Lifeguard, \$16.00 to \$17.00/hr; Emiliana Garza, Lifeguard, \$13.00 to \$14.00/hr; Kellie Geigle, Lifeguard, \$15.00 to \$16.00/hr; Kaylee Goeden, Lifeguard, \$13.00 to \$14.00/hr; Samuel Gokie, Cashier, \$11.00 to \$12.00/hr; Carson Haak, Facility Manager, \$19.00 to \$20.00/hr; Thomas Harrell, Lifeguard, \$15.00 to \$16.00/hr; Emily Hejna, Water Park Attendant, \$13.00 to \$14.00/hr; Aubrey Herbolzheimer, Lifeguard, \$15.00 to \$16.00/hr; Tatum Hohenthauer, Lifeguard, \$16.00 to \$17.00/hr; Jordan Houdek, Lifeguard, \$16.00 to \$17.00/hr; Rachel Houdek, Facility Manager, \$21.00 to \$22.00/hr; Milo Johnson, Cashier, \$13.00 to \$14.00/hr; Deiken Johnson, Cashier, \$11.00 to \$12.00/hr; Mya Johnson, Cashier, \$13.00 to \$14.00/hr; Hannah Jussel, Lifeguard, \$16.25 to \$17.25/hr; Lucas Kampshoff, Water Park Attendant, \$13.00 to \$14.00/hr; Mark Kathol, Cashier, \$13.00 to \$14.00/hr; Karlyn Koerner, Cashier, \$11.00 to \$12.00/hr; Isabella Koerner, Cashier, \$11.00 to \$12.00/hr; Kobe Koletzky, Lifeguard, \$13.00 to \$14.00/hr; Natalie Konrad, Lifeguard, \$13.00 to \$14.00/hr; Karson Kral, Cashier, \$11.00 to \$12.00/hr; Claire Kramer, Lifeguard, \$13.00 to \$14.00/hr; Kevin Kuhl, Lifeguard, \$15.00 to \$16.00/hr; Remy Kusel-Wenzlaff, Cashier, \$11.00 to \$12.00/hr; Emilee LaBarge, Cashier, \$16.00 to \$17.00/hr; Nevaeh Leonard, Water Park Attendant, \$13.00 to \$14.00/hr; Elizabeth Logue, Lifeguard, \$15.00 to \$16.00/hr; Kaylor Luellman, Water Park Attendant, \$11.00 to \$12.00/hr; Brie Luken, Lifeguard, \$13.00 to \$14.00/hr; Cade Manzanares, Lifeguard, \$15.00 to \$16.00/hr; Claire Martinson, Lifeguard, \$17.00 to \$18.00/hr; Micah Maska, Lifeguard, \$13.00 to \$14.00/hr; Camille McDermott, Lifeguard, \$16.00 to \$17.00/hr; Chloe McDermott, Lifeguard, \$16.25 to \$17.25/hr; Sarah Messler, Cashier, \$11.00 to \$12.00/hr; Christian Mickelson, Lifeguard, \$13.00 to \$14.00/hr; Tryker Myers, Cashier, \$11.00 to \$12.00/hr; Alaina Nelson, Cashier, \$11.00 to \$12.00/hr; Claire Noehren, Cashier, \$11.00 to \$12.00/hr; Abe O'Brien, Cashier, \$11.00 to \$12.00/hr; Bergen O'Brien, Cashier, \$14.00 to \$15.00/hr; Taylor Olson, Lifeguard, \$15.00 to \$16.00/hr; Claire Osborne, Cashier, \$11.00 to \$12.00/hr; Eva Paulson, Lifeguard, \$13.00 to \$14.00/hr; Dylan Prouty, Cashier, \$14.00 to \$15.00/hr; Tyson Prouty, Cashier, \$14.00 to \$15.00/hr; Traci Peterson, Cashier, \$14.00 to \$15.00/hr; Rosina Phillips, Cashier, \$11.00 to \$12.00/hr; Courtney Pinkelman, Lifeguard, \$15.00 to \$16.00/hr; Jaden Plooster, Lifeguard, \$16.00 to \$17.00/hr; Willow Reese, Cashier, \$13.00 to \$14.00/hr; Tanner Rohde, Lifeguard, \$14.00 to \$15.00/hr; Molly Savey, Water Park Attendant, \$13.00 to \$14.00/hr; Auviana Seiler, Cashier, \$11.00 to \$12.00/hr; Rebekah Sharples-Schmidt, Lifeguard, \$15.00 to \$16.00/hr; Josh Sheldon, Cashier, \$13.00 to \$14.00/hr; Matt Sheldon, Cashier, \$13.00 to \$14.00/hr; Brynn Simonsen, Cashier, \$11.00 to \$12.00/hr; Milo Johnson, Cashier, \$13.00 to \$14.00/hr; Jackson Slowey, Lifeguard, \$15.00 to \$16.00/hr; Sam Slowey, Cashier, \$11.00 to \$12.00/hr; Abigail Schmidt, Lifeguard, \$16.25 to \$17.25/hr; Olivia Schmidt, Lifeguard, \$17.00 to \$19.00/hr; Rori Schmidt, Lifeguard, \$17.00 to \$18.00/hr; Nathaniel Schoenfelder, Water Park Attendant, \$13.00 to \$14.00/hr; Zayne Schramm, Lifeguard, \$13.00 to \$14.00/hr; Jillian Schulte, Cashier, \$14.00 to \$15.00/hr; Cora Schurman, Cashier, \$13.00 to \$14.00/hr; Joshua Stapish, Lifeguard, \$13.00 to \$14.00/hr; Abigail Steffen, Lifeguard, \$17.00 to \$18.00/hr; Carly Sternhagen, Cashier, \$11.00 to \$12.00/hr; Alexa Suing, Cashier, \$11.00 to \$12.00/hr; Lauren Tereshinski, Lifeguard, \$16.00 to \$17.00/hr; Emily Tramp, Lifeguard, \$13.00 to \$14.00/hr; Hannah Tramp, Lifeguard, \$17.00 to \$18.00/hr; Timothy Upton, Lifeguard, \$16.00 to \$17.00/hr; Hayley Van Essen, Cashier, \$11.00 to \$12.00/hr; Cayson Ward, Cashier, \$11.00 to \$12.00/hr; Taylor Wenzlaff, Lifeguard, \$15.00 to \$16.00/hr; Caden Wieman, Water Park Attendant, \$13.00 to \$14.00/hr; Isabelle Wintz, Lifeguard, \$13.00 to \$14.00/hr; Jackson Wintz, Water Park Attendant, \$13.00 to \$14.00/hr; Olivia Wintz, Lifeguard, \$13.00 to \$14.00/hr; Frances Kouri, Water Park Attendant and Youth Program Instructor, \$13.50 to \$15.00/hr; Luke Youmans, Recreation and

City Events Manager, \$3,153.35 to \$3,233.31 biweekly; Environmental Services Department: Tanner Termansen, Distribution and Collection Operation Specialist, \$1,828.50 to \$1,851.53 biweekly; Hunter Hallock, Distribution and Collection Operation Specialist, \$1,783.26 to \$1,805.73 biweekly.

Position Changes

None

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

Mayor Moser read the 40<sup>th</sup> Riverboat Days Proclamation.

Heather Kraft expressed concerns about the Yankton housing problems and requested that the Commission consider appointing a taskforce to look into these problems.

Action 23-195

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

1. **Establishing Public Hearing for Sale of Alcoholic Beverages**

Establish August 28, 2023 as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, September 9, 2023 from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

**Attachment II-1**

2. **Work Session**

Setting date of August 28, 2023 at 6:00 PM in Room #114 of the Career Manufacturing Technical Education Academy for the next work session of the Yankton City Commission.

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

Motion adopted.

Action 23-196

This was the time and the place for the public hearing on the application for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, September 17, 2023 from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes, (Memorandum 23-144). No one was present to speak for or against the application.

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

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

Motion adopted.

Action 23-197

This was the time and the place for the public hearing on the application for a Special Events Retail (on-sale) Liquor License for 1 day, September 22, 2023 from VFW, 209 Cedar Street, Yankton, SD at The Avera Pavillion, 409 Summit St, Yankton, SD.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A Police check on the Applicant revealed no felony convictions or wants. An inspection by the Building Inspector and Fire Marshal has been done and the premises are in compliance with building and fire codes. (Memorandum 23-145). No one was present to speak for or against the application

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

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

Motion adopted.

Action 23-198

This was the time and the place for the public hearing on the application for a transfer of ownership and location of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for June 30, 2023 to July 1, 2024 from Mule Train (Dave Tunge, President), 901 Broadway Ave Suite A, Yankton, SD to MG Oil Company d/b/a 777 Casino & Liquor (Troy Erickson, President), 901 Broadway Ave Ste A, Yankton S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes. (Memorandum 23-146). No one was present to speak for or against the application.

Moved by Commissioner Hunhoff, seconded by Commissioner Webber, to approve the transfer.

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

Motion adopted.

Action 23-199

This was the time and the place for the public hearing on the application for a transfer of ownership and location of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for June 30, 2023 to July 1, 2024 from Kankota’s (Dave Tunge, President), 901 Broadway Ave Suite B, Yankton, SD to MG Oil Company d/b/a 777 Casino & Liquor (Troy Erickson, President), 901 Broadway Ave Suite B, Yankton S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes. (Memorandum 23-147). No one was present to speak for or against the application

Moved by Commissioner Brunick, seconded by Commissioner Webber, to approve the transfer.

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

Motion adopted.

Action 23-200

This was the time and the place for the public hearing on the application for a transfer of ownership and location of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for June 30, 2023 to

July 1, 2024 from Sportsman's (Dave Tunge, President), 901 Broadway Ave Suite C, Yankton, SD to MG Oil Company d/b/a 777 Casino & Liquor (Troy Erickson, President), 901 Broadway Ave Suite C, Yankton S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes. (Memorandum 23-148). No one was present to speak for or against the application.

Moved by Commissioner Miner, seconded by Commissioner Brunick, to approve the transfer

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

Action 23-201

This was the time and the place for the public hearing on the application for a transfer of a ownership and location of a Retail (on-off sale) Package Liquor License for January 1, 2023 to December 31, 2023 from Sportsman's Spirits and Fine Wines (Dave Tunge, Owner), 901 Broadway, Yankton, SD to MG Oil Company d/b/a 777 Casino & Liquor (Troy Erickson, President), 901 Broadway Ave, Yankton, S.D.

The above application is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A Police check on the applicant revealed no felony convictions or wants. An inspection by the Building Inspector and Fire Marshal has been done and the premises are in compliance with building and fire codes. (Memorandum 23-149) No one present to speak for or against the application

Moved by Commissioner Brunick, seconded by Commissioner Webber, to approve the transfer.

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

Action 23-202

While The City Commission was acting as the Zoning Board of Adjustment, this was the time and place for the second reading and public hearing to consider a special permit for a parking lot in a residence zone. Address: 408 Burleigh Street. Yankton Real Estate, LLC., owner. This is a quasi-judicial action.

Moved by Commissioner Hunhoff, seconded by Commissioner Schramm, to approve the special permit for a parking lot.

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

Action 23-203

County Commissioners John Marquardt and Dan Klimisch appeared to request that the City Commission support the proposed Yankton County EMS study, and fund fifty percent of the proposed costs.

Moved by Commissioner Villanueva, seconded by Commissioner Webber, to approve Memorandum 23-150 and make a motion to support the 50 percent funding for the EMS study.

**Roll Call:** All members present voting "Commissioner Benson, Brunick, Miner, Schramm,

Villanueva, Webber and Mayor Moser;" voting "Nay:" None abstain: Commissioner Hunhoff  
Motion adopted.

Action 23-204

Moved by Commissioner Brunick, seconded by Commissioner Miner, to approve Memorandum #23-141 the purchase of one 2023 Ford Explorer in the amount of \$40,050.00 for the Environmental Services Department from Lewis and Clark Ford of Yankton, South Dakota from the state bid contract.

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

Action 23-205

Moved by Commissioner Miner, seconded by Commissioner Benson, to approve Memorandum #23-142 the purchase of one 2023 Ford Transit Van in the amount of \$60,000.00 for the Environmental Services Department from Flexible Pipe Tool & Equipment of Cold Spring, Minnesota from the Brookings Municipal Utilities bid.

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

Action 23-206

Moved by Commissioner Villanueva, seconded by Commissioner Miner, to approve Memorandum #23-143 for the purchase of one 2023 sewer camera in the amount of \$204,488.00 for the Environmental Services Department from Flexible Pipe Tool & Equipment of Cold Spring, Minnesota from the Minnesota State contract #187482.

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

Action 23-207

This was the time and place for the bid opening of the annual supply of bulk de-icing salt. The following bids were received and opened on August 3<sup>rd</sup>, 2023 at 3:00pm:

BlackStrap, Inc., Neligh, NE \$65.50 per ton,  
Central Salt, Lyons, KS \$69.49 per ton

Moved by Commissioner Webber, seconded by Commissioner Miner, to approve Memorandum #23-151 and the contract be awarded to BlackStrap Inc., Neligh, NE in the amount of \$65.50 per ton for the annual supply of bulk de-icing salt for the 2023-2024 winter season.

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

Action 23-208

Moved by Commissioner Villanueva, seconded by Commissioner Benson, to approve Resolution 23-43. (Memorandum 23-154).

**RESOLUTION OF NECESSITY #23-43**  
**(Yankton Road Tax)**

WHEREAS, the Board of City Commissioners of the City of Yankton has deemed that the City streets, alleys and roadways must be properly reconstructed and repaired, and;

WHEREAS, the City of Yankton's streets are repaired by grading, crack filling, spall repair, patching and chip sealing, and;

WHEREAS, a yearly inventory of City streets is conducted in order to determine the streets in need of repair,

NOW, THEREFORE, BE IT RESOLVED, that for the purpose of maintaining and repairing the streets, and surfacing thereof, that an assessment of fifty cents per front foot be levied upon all parcels or portions of parcels fronted or abutting streets and fifty cents per front foot be levied upon parcels or portions of parcels fronted or abutting alleys within the City of Yankton.

The City Finance Officer is hereby directed to certify such assessments together with the regular assessments for 2023, collectable in 2024, to the County Auditor to be collected as municipal taxes for general purposes.

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

Action 23-209

Moved by Commissioner Schramm, seconded by Commissioner Brunick, to approve Change Order No. 2 and Change Order No. 3 as detailed in Memorandum #23-155.

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

Action 23-210

Moved by Commissioner Hunhoff, seconded by Commissioner Villanueva, to approve Memorandum #23-153 for the purchase a 2024 Chevrolet 4X4 1-ton chassis truck in the amount of \$50,359.00 for the Department of Public Works, Street Department from Lamb Chevrolet of Onida, South Dakota based on the state bid.

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

Action 23-211

Moved by Commissioner Villanueva, seconded by Commissioner Brunick, to approve Resolution 23-44. (Memorandum 23-156).

**RESOLUTION 23-44**

WHEREAS, the City of Yankton desires to encourage the redevelopment of blighted properties, and

WHEREAS, the Yankton County is the owner of 1402 Ash Street; Lot Eleven (11), Block One (1), Haney's Addition, City and County of Yankton, State of South Dakota, and

WHEREAS, Yankton Thrive desires to facilitate redevelopment of the property and encourage the creation of new housing units, and

WHEREAS, the Yankton Board of City Commissioners desires to request that Yankton County transfer the property to the City of Yankton, and

WHEREAS, the Yankton Board of City Commissioners further desires to transfer the property to Yankton Thrive for the purpose of redevelopment.

NOW THEREFORE BE IT RESOLVED, that the City Manager is authorized to execute all documents associated with the described acquisition, transfer, and redevelopment of the described property.

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

Action 23-212

Moved by Commissioner Benson, seconded by Commissioner Miner, to approve the funding for Leadership Training program for the City of Yankton.

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

Moved by Commissioner Villanueva, seconded by Commissioner Webber, to adjourn into Executive Session at 8:40 p.m. to discuss **contractual, litigation and personnel matters** under SDCL 1-25-2.

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

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

**Roll Call:** Present: Commissioners Benson, Brunick, Maibaum, Miner, Schramm, Webber and Villanueva. Absent: Commissioner Johnson, City Attorney Ross Den Herder and City Manager Amy Leon  
Quorum present.

Action 23-213

Moved by Commissioner Villanueva, seconded by Commissioner Benson, to adjourn at 10:40 p.m.

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



August 14<sup>th</sup>, 2023

Page 12

Motion adopted.

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Stephanie Moser  
Mayor

ATTEST:

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Al Viereck  
Finance Officer

Published on August 22<sup>nd</sup>, 2023

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
A-OX WELDING SUPPLY CO I	PROPANE	67.20	CHEMICALS & GASES	801.801.240		288099	024029	P	403	00059
	PROPANE	77.05	CHEMICALS & GASES	801.801.240		288108	024028	P	403	00058
		144.25	*VENDOR TOTAL							
ALLINGTON/CHRISTOPHER	TRAVEL ADVANCE	42.00	CONFERENCE & MEETINGS	208.208.265		06.28.23	023065	P	403	00093
	TRAVEL ADVANCE	150.00	CONFERENCE & MEETINGS	208.208.265		06.28.23	023066	P	403	00094
		192.00	*VENDOR TOTAL							
AUTOMATIC BUILDING CONTR	ANNUAL FIRE ALARM TEST	1,885.00	REP. & MAINT. - BUILDING	101.125.223		236310	023240	P	403	00115
BEG CONSTRUCTION LAW	CMAR ATTORNEY FEES	1,277.50	PROFESSIONAL SERVICES	611.611.202		18690	023162	P	403	00009
BIES/BRAD	TREE REIMBURSEMENT	100.00	EMERALD ASH BORE TREES	201.201.251		8.7.23	080946	P	403	00003
BMO/HARRIS BANK MASTERCA	MONITOR MOUNT	651.50	EQUIPMENT	208.208.350		92268	230010	P	403	00002
BOSTON SHOES TO BOOTS	FACADE GRANT	9,685.00	HISTORIC DOWNTOWN YANKTO	211.231.549		8.14.23	023238	P	403	00001
BRIGHTWAY ELECTRIC LLC	REPAIR LIGHT FIXTURES	1,780.90	REP. & MAINT. - BUILDING	201.201.223		A5886	080969	P	403	00095
CARROL LANGELAND ESTATE	HANGAR OVERPAYMENT	250.00	MISC REIMBURSEMENTS	101.3615		92221	023379	P	403	00073
CEDAR KNOX PUBLIC POWER	ELECTRICITY	343.68	ELECTRICITY	201.201.272		8.10.23	005243	P	403	00007
	ELECTRICITY	1,036.11	ELECTRICITY	601.601.272		8.8.23	005176	P	403	00006
		1,379.79	*VENDOR TOTAL							
CENTRAL SQUARE TECH LLC	ANNUAL MAINTENANCE FEE	2,227.88	PROFESSIONAL SERVICES	101.111.202		Q-141059	231537	P	403	00010
CENTURYLINK	PHONE	83.20	TELEPHONE	601.601.271		D89-5022	003059	P	403	00011
	PHONE	83.20	TELEPHONE	611.611.271		D89-5022	003059	P	403	00012
	PHONE	581.26	TELEPHONE	101.111.271		8.7.23	002829	P	403	00013
	PHONE	168.48	TELEPHONE	101.123.271		8.7.23	002829	P	403	00014
	PHONE	83.20	TELEPHONE	601.601.271		8.7.23	002828	P	403	00015
	PHONE	168.48	TELEPHONE	611.611.271		8.7.23	002828	P	403	00016
		1,167.82	*VENDOR TOTAL							
CHESTERMAN COMPANY	CONCESSIONS	205.50	MISCELLANEOUS CONCESSION	202.202.728		3383557	080948	P	403	00005

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CHESTERMAN COMPANY	CONCESSIONS	282.50	MISCELLANEOUS CONCESSION	202.202.728		3398421	080966	P	403	00004
		488.00	*VENDOR TOTAL							
CITY OF YANKTON-LANDFILL	SOLID WASTE	12.00	REP. & MAINT. - DISTRIBU	601.601.226		394024	230170	P	403	00017
CITY OF YANKTON-WATER	SOLID WASTE	78.84	LANDFILL	601.601.276		394303 394309	230174	P	403	00008
	SOLID WASTE	13.87	LANDFILL	601.601.276		394881	230176	P	403	00096
		92.71	*VENDOR TOTAL							
DANKO EMERGENCY EQUIPMEN	FIRE BOOTS	686.26	EQUIPMENT	101.114.350		129597	235554	P	403	00018
	NOZZLE	45.00	REP. & MAINT. - BUILDING	101.114.223		93481	235565	P	403	00081
		731.26	*VENDOR TOTAL							
ELECTRICAL ENGINEERING & GENERATOR		43,975.00	EQUIPMENT	101.114.350		918172	235558	P	403	00019
EQUIPMENT BLADES	SNOW PLOW BLADES	32,894.50	GARAGE PARTS	801.801.249		2023-00477	024025	P	403	00060
FENTON CONSTRUCTION	MARNE CREEK CONSTRUCTION	446,442.35	FEMA 2019	204.204.323		C-18-22	233003	P	403	00061
GERSTNER OIL CO	FUEL	21,283.20	GARAGE GASOLINE & LUBRIC	801.801.238		193833	023995	P	403	00063
	FUEL	13,074.55	GARAGE GASOLINE & LUBRIC	801.801.238		193841	024020	P	403	00062
	FUEL	1,053.80	REP. & MAINT. - PLANT	601.601.221		43234	230173	P	403	00020
	FUEL	17,744.21	GARAGE GASOLINE & LUBRIC	101.127.238		67541	023914	P	403	00021
		53,155.76	*VENDOR TOTAL							
GRAYMONT WI LLC	PEBBLE LIME	7,630.39	CHEMICALS & GASES	601.601.240		14-185142 RI	230175	P	403	00097
HANSON BRIGGS ADVERTISIN	NOTICES	71.17	PRINTING & BINDING	101.111.233		32350	231550	P	403	00064
HARN RO SYSTEMS INC	FILTERS	11,165.66	REP. & MAINT. - PLANT	601.601.221		IN 2819	230177	P	403	00099
	CHEMICALS	6,590.00	CHEMICALS & GASES	601.601.240		IN-2787	230171	P	403	00028
		17,755.66	*VENDOR TOTAL							
HAWKINS INC	CHEMICALS	11,456.49	CHEMICALS & GASES	601.601.240		6543655	230172	P	403	00026
	POOL CHEMICALS	1,163.41	CHEMICALS & GASES	203.203.240		6544113	080493	P	403	00023
	POOL CHEMICALS	3,373.95	CHEMICALS & GASES	202.202.240		6544136	080493	P	403	00024
	POOL CHEMICALS	70.20	CHEMICALS & GASES	203.203.240		6544941	080495	P	403	00025

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
HAWKINS INC	POOL CHEMICALS	3,743.98	CHEMICALS & GASES	202.202.240		6549576	081081	P	403	00022
		19,808.03	*VENDOR TOTAL							
HDR ENGINEERING INC	WTR TREATMENT PLANT	13,839.75	WATER TREATMENT FACILITY	602.602.326		0252,1748,4396	016185	P	403	00027
HUSSEIN/JULIA M	TRAVEL ADVANCE	118.00	CONFERENCE & MEETINGS	208.208.265		08.01.23	023071	P	403	00098
JEBRO INC	ASPHALT	24,051.98	OPEN ASPHALT	506.572.376		277163	023313	P	403	00065
	ASPHALT	24,072.03	OPEN ASPHALT	506.572.376		277176	023313	P	403	00066
	ASPHALT	24,072.03	OPEN ASPHALT	506.572.376		277412	023313	P	403	00067
		72,196.04	*VENDOR TOTAL							
KLEINS TREE SERVICE	TREE REMOVAL	1,500.00	EMERALD ASH BORE STUMPS	201.201.250		2026	080968	P	403	00100
KNIFE RIVER - SOUTH DAKO	ROAD MATERIALS	17,795.12	OPEN ASPHALT	506.572.376		411517	024021	P	403	00069
	ROAD MATERIALS	180.50	OPEN ASPHALT	506.572.376		411518	024023	P	403	00070
	ROAD MATERIALS	421.00	OPEN ASPHALT	506.572.376		413585	024022	P	403	00068
		18,396.62	*VENDOR TOTAL							
LOCATORS & SUPPLIES INC	BARRICADES	5,517.00	ROAD MATERIALS	101.123.239		0305532-N	024027	P	403	00071
	SAFETY CLOTHING	314.60	MEDICAL & SAFETY SUPPLIE	101.123.243		0306589	024026	P	403	00072
		5,831.60	*VENDOR TOTAL							
MACQUEEN EMERGENCY	GAS DETECTOR	1,060.89	REP. & MAINT. - EQUIPMEN	101.114.221		P18572	235569	P	403	00084
MIDWEST ALARM COMPANY IN	ALARM MONITORING	70.50	PROFESSIONAL SERVICES	101.101.202		350452	022135	P	403	00030
	ALARM MONITORING	70.50	REP. & MAINT. - BUILDING	101.114.223		350453	235562	P	403	00083
		141.00	*VENDOR TOTAL							
MILLENMUM RECYCLING	SINGLE STREAM FEE	2,246.30	CONTRACTED SERVICE-MILLE	631.631.204		480787	024030	P	403	00074
MIRACLE RECREATION EQUIP	PLAYGROUND REPAIR	126.33	REP. & MAINT. - BUILDING	201.201.223		861392	022563	P	403	00075
MOTOR VEHICLE DEPT, SD	TITLE & LICENSE	26.70	EQUIPMENT	101.123.350		2023 AIR TOW	023311	P	403	00082
MW MINI MELTS LLC	POOL CONCESSIONS	1,728.00	MISCELLANEOUS CONCESSION	202.202.728		1103	080964	P	403	00029

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
OLSON'S PEST TECHNICIANS	PEST CONTROL	94.00	REP. & MAINT. - BUILDING	101.114.223		314108	235564	P	403	00085
	PEST CONTROL	125.00	REP. & MAINT. - BUILDING	101.114.223		314109	235563	P	403	00086
		219.00	*VENDOR TOTAL							
PHEASANT COUNTRY FOOLS,	CONFERENCE REGISTRATION	370.00	LEARNING	101.114.264		2000	235566	P	403	00087
PHEASANTLAND INDUSTRIES	AWARENESS SIGNAGE	316.86	PROFESSIONAL SERVICES	101.102.202		088657	023239	P	403	00088
PITNEY BOWES INC.	POSTAGE MACHINE LEASE	641.00	POSTAGE	101.142.231		35491012	023698	P	403	00031
PRESS DAKOTA MSTAR SOLUT	BID NOTICE	40.89	PUBLISHING	101.106.211		146836	023993	P	403	00080
	LEGAL PUBLICATION	26.56	PUBLISHING	101.101.211		2504	023951	P	403	00032
	LEGAL PUBLICATION	186.72	PUBLISHING	101.101.211		2504	023952	P	403	00033
	BID ADVERTISEMENT	61.91	REP. & MAINT. - EQUIPMEN	101.122.221		2504	023862	P	403	00034
	LEGAL PUBLICATION	388.16	PUBLISHING	101.101.211		2504	023980	P	403	00035
	LEGAL PUBLICATION	90.88	PUBLISHING	101.101.211		2504	023983	P	403	00036
	LEGAL PUBLICATION	12.16	PUBLISHING	101.106.211		2504	023234	P	403	00037
	LEGAL PUBLICATION	36.87	PROFESSIONAL SERVICES	101.123.202		2504	023947	P	403	00038
		844.15	*VENDOR TOTAL							
RACOM CORPORATION	BATTERIES	371.73	REP. & MAINT. - EQUIPMEN	101.111.221		2B192387	231546	P	403	00042
RIVERSIDE TECHNOLOGIES I	MONITORS	370.00	EQUIPMENT	208.208.350		0394931-IN	230011	P	403	00039
	MONITORS	4,255.00	EQUIPMENT	101.105.350		0394931-IN	230011	P	403	00040
	BRACKETS	700.00	EQUIPMENT	101.105.350		0394931-IN	230011	P	403	00041
		5,325.00	*VENDOR TOTAL							
SABER SHRED SOLUTIONS IN	TIRE DISPOSAL	3,649.80	PROFESSIONAL SERVICES &	637.637.202		13224	024032	P	403	00102
SCHMIDT/DANA	ALA TRAVEL STIPEND	300.00	ALA GRANT EXPENSES	701.701.301		ALA2785	023380	P	403	00091
SDML	CONFERENCE REGISTRATION	125.00	CONFERENCE & MEETINGS	101.102.265		8.14.23	024003	P	403	00043
	CONFERENCE REGISTRATION	125.00	CONFERENCE & MEETINGS	101.122.265		8.14.23	024003	P	403	00044
	CONFERENCE REGISTRATION	125.00	CONFERENCE & MEETINGS	101.106.265		8.14.23	024003	P	403	00045
	CONFERENCE REGISTRATION	125.00	LEARNING	101.123.264		8.14.23	024003	P	403	00046
	CONFERENCE REGISTRATION	125.00	CONFERENCE & MEETINGS	101.111.265		8.14.23	024003	P	403	00047
		625.00	*VENDOR TOTAL							
SIOUX FALLS TWO WAY RADI	ANTENNA PARTS	79.95	REP. & MAINT. - VEHICLES	101.114.222		130145	235567	P	403	00090

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
SIOUX FALLS TWO WAY RADI	ANTENNA PARTS	28.99	REP. & MAINT. - VEHICLES	101.114.222		130205	235568	P	403	00089
		108.94	*VENDOR TOTAL							
STORGAARD/KIM	TRAVEL ADVANCE	118.00	CONFERENCE & MEETINGS	208.208.265		8.1.23	023072	P	403	00101
THE TEGRA GROUP INC	CMAR SERVICES	5,985.00	PROFESSIONAL SERVICES	611.611.202		437.123	022822	P	403	00049
TITAN MACHINERY	PARTS	826.93	GARAGE PARTS	801.801.249		18694001GP	024031	P	403	00076
TRAFFIC SOLUTIONS INC	ROAD MATERIALS	7,343.64	ROAD MATERIALS	101.123.239		23164B	024024	P	403	00077
TRANSOURCE	PARTS	55.64	GARAGE PARTS	801.801.249		41P36268	024017	P	403	00079
	PARTS	2,739.14	GARAGE PARTS	801.801.249		41P36410	024018	P	403	00078
		2,794.78	*VENDOR TOTAL							
TRITECH SOFTWARE SYSTEMS	SOFTWARE MAINTENANCE	16,775.61	PROFESSIONAL SERVICES	208.208.202		386136	230012	P	403	00050
	SOFTWARE LICENSE	1,484.34	PROFESSIONAL SERVICES	101.111.202		389418	230013	P	403	00048
		18,259.95	*VENDOR TOTAL							
TRUCK TRAILER SALES INC	VEHICLE REPAIR	553.98	REP. & MAINT. - VEHICLES	101.114.222		3392	235561	P	403	00092
UNIVERSITY OF LOUISVILLE	TRAINING	323.68	LEARNING	101.111.264		SPI924A07-15	231548	P	403	00051
US BANK SPA LOCKBOX CM96	CLEAN WATER #3	923.75	SRF LOAN BOND INTEREST	614.614.411		C461038-03	021758	P	403	00109
	CLEAN WATER #3	105,570.90	PRINCIPAL	614.614.441		C461038-03	021758	P	403	00110
	CLEAN WTR #4	20,350.73	SRF LOAN BOND INTEREST	614.614.411		C461038-04	021759	P	403	00103
	CLEAN WTR #4	40,943.97	PRINCIPAL	614.614.441		C461038-04	021759	P	403	00104
	DRINKING WATER #6	184,725.14	SRF LOAN BOND INTEREST	607.607.411		C462038-06	021757	P	403	00107
	DRINKING WATER #6	248,791.70	SRF LOAN PRINCIPAL	607.607.441		C462038-06	021757	P	403	00108
	DRINKING WATER #5	75,451.84	SRF LOAN BOND INTEREST	607.607.411		C462038-5	021756	P	403	00105
	DRINKING WATER #5	75,188.42	SRF LOAN PRINCIPAL	607.607.441		C462038-5	021756	P	403	00106
		751,946.45	*VENDOR TOTAL							
WHOLESALE SUPPLY INC	POOL CONCESSIONS	739.85	MISCELLANEOUS CONCESSION	202.202.728		456435 456530	080947	P	403	00055
	POOL CONCESSIONS	394.00	MISCELLANEOUS CONCESSION	202.202.728		456584	080965	P	403	00054
	POOL CONCESSIONS	625.95	MISCELLANEOUS CONCESSION	202.202.728		456727	080967	P	403	00111
	POOL CONCESSIONS	684.35	MISCELLANEOUS CONCESSION	202.202.728		456789	080967	P	403	00112
	RBD PARADE CANDY	292.50	PROFESSIONAL SERVICES	101.111.202		456939	231550	P	403	00114
		2,736.65	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
WOOD/ALEXIS	PROGRAM REFUND	9.42	SAC PROGRAMS	203.3746		8.10.23	080963	P	403	00052
	PROGRAM REFUND	0.58	SALES TAX PAYABLE	203.2073		8.10.23	080963	P	403	00053
		10.00	*VENDOR TOTAL							
XTREME CAR WASH	VEHICLE WASHES	553.20	PROFESSIONAL SERVICES	101.111.202		8.7.23	231547	P	403	00056
YANKTON COUNTY AUDITOR	COST COMPONENT	15,740.81	RENT FOR SAFETY CENTER	101.111.212		8.16.23	021760	P	403	00113
YANKTON SHARP SHOOTERS	RANGE RENTAL	130.00	PROFESSIONAL SERVICES	101.111.202		8.4.23	231545	P	403	00057

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
	REPORT TOTALS:	1,581,104.25								

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	109,568.28
201	PARKS AND RECREATION	3,850.91
202	HUETHER FAMILY AQUATICS CTR	11,778.08
203	SUMMIT ACTIVITY CENTER	1,243.61
204	MARNE CREEK	446,442.35
208	911/DISPATCH	18,225.11
211	LODGING SALES TAX	9,685.00
506	SPECIAL CAPITAL IMPROV	90,592.66
601	WATER OPERATION	39,203.56
602	WATER RENEWAL/REPLACEMENT	13,839.75
607	WATER PLANT RENOVATION	584,157.10
611	WASTE WATER OPERATION	7,514.18
614	STATE REVOLVING LOAN FUND	167,789.35
631	SOLID WASTE	2,246.30
637	JOINT POWER	3,649.80
701	LIBRARY TRUST	300.00
801	CENTRAL GARAGE	71,018.21
TOTAL ALL FUNDS		1,581,104.25

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	1,581,104.25
TOTAL ALL BANKS		1,581,104.25

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

DATE ..... APPROVED BY .....

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## OFFICE OF THE CITY MANAGER

[www.cityofyankton.org](http://www.cityofyankton.org)

VOL. 58 NUMBER 16

### Commission Information Memorandum

The Yankton City Commission meeting on Monday, August 28, 2023 will begin at 7:00 pm.

#### Non-Agenda Items of Interest

##### 1) Finance Department Update

Our auditors from Williams & Company, P.C. will present at the September 11<sup>th</sup> City Commission meeting.

Departments are in the process of completing their surplus property lists and submitting them to the Finance Office. Once the list has been finalized, it will be determined whether or not a fall auction is warranted.

The 2024 Municipal Election Calendar is already available from the SD Secretary of State. View the tentative schedule here:

<https://sdsos.gov/elections-voting/assets/2024MunicipalElectionCalendar.pdf>

Enclosed in your packet is the Monthly Finance Report for July.

##### 2) Library Update

The Yankton Community Library is excited to have been selected as one of 14 rural libraries to participate in Community Connect: Fostering Digital Access. Through Community Connect, the American Library Association and Capital One are partnering to expand the service capacity of rural libraries.

This competitive award comes with a grant that will help the Yankton Community Library to improve digital access, and to promote digital and financial literacy in our community. The Yankton Community Library will be equipped with resources and assistance from “EveryoneOn” to help establish internet connections through opportunities like the FCC’s Affordable Connectivity Program, and will also receive five laptop computers and five hotspots to circulate to library users. The grant includes one year of services for the hotspots along with \$2,000 to help cover the expenses of protective cases and software for the items. We are currently working on policies and procedures for checking out these technology items and we look forward to offering these resources to our community.

##### 3) Parks and Recreation Department Update

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

#### **4) Information & Technology Services Update**

Yankton Dispatch set up and utilized the City/County Mobile Command vehicle for radio communications during Riverboat Days weekend. The mobile command vehicle was set up on August 17 at the intersection of Levee Street and Mulberry Street. Staff set up the remote dispatching equipment including the Zetron radio laptop and Central Square CAD laptop. The 911 laptop was not able to be utilized due to some configuration issues following the recent Viper 7 upgrade. Dispatch manned the Mobile Command Vehicle between the hours of 8:00 PM and 2:00 AM on both Friday and Saturday nights when the Police Department had officers walking in the park and downtown doing foot patrol. Dispatch was able to handle all the park radio communications which allowed the staff in the Dispatch center to focus on calls from the public and the officers on the street. It was very successful and we had no issues with the remote equipment. Everything stayed up and running for the duration of the weekend.

#### **5) Public Works Department Update**

Street Department crews continue asphalt patching at various locations throughout the city. Crews are also painting pavement markings in the streets and parking lots and mowing various right-of-way locations in the city. The chip seal list is currently in progress. Once chip sealing is complete, crews will return to sweep up the loose rock.

**3rd Street & Green Street Reconstruction:** The new water main has been installed and services have been changed from old to new. The contractor will be working on the sanitary sewer next which may take about a week to complete.

**Elm Street from 20th Street to 21st Street:** A preconstruction meeting was held August 24. The contractor anticipates starting the project the week of August 28th.

**Airport North Hangar Taxilane, Access Road, and Runway 20 Turnaround:** A majority of this project is complete with seeding, fencing, and electrical work remaining. Availability of electrical components for this project have delayed the electricians.

**Mead Development Project:** Grading continues on the site. Slowey Construction is close to having all of the utility installation complete. Masonry Components is ready to begin mainline paving of the street sections.

#### **6) Human Resources & Employee Engagement Department Update**

We are accepting applications for full time Police Officers. This position will remain open until it is filled. Interested applicants can visit our website at [cityofyankton.org](http://cityofyankton.org) to check out the Employment section, or contact the Human Resource Department.

The position of Grounds Maintenance Worker in the Parks and Recreation Department is now open. Deadline to submit applications is Sunday, August 27.

We continue to accept applications for Part Time Lifeguard, Water Safety Instructors and Softball Umpires for the Summit Activities Center/Parks and Recreation Department.

The health insurance committee will be meeting with Midwest Benefits on August 30 to review the renewal rates and quotes for the upcoming year.

## **7) Community & Economic Department Update**

The Public Works, Parks and Recreation, and Community and Economic Development Departments have been working together over several months updating the wayfinding and place making signage throughout the community. Some of the wayfinding signs had reached the end of their useful life, and the way that residents and visitors locate amenities has changed since the older signs were installed. With more use of mapping apps to find locations of interest rather than physical signs, it made more sense to use the signs to welcome and “brand” our community rather than direct visitors to specific amenities. Some of the older wayfinding signs were removed, others were transitioned into “Welcome to Yankton” signs. Some of them are now Meridian District placemaking signs in the downtown area.

An additional partnership with the Meridian District resulted in an expansion of the themed light pole placemaking signs in the downtown area. The Meridian District contributed the material cost of the new and replacement signs while the Parks and Recreation Department installed them. Parks and Recreation also installed new and replacement “Welcome to Yankton” signage in the downtown area along 4th Street and Broadway Avenue.

## **8) Environmental Services Department Update**

Greg Gusso passed his Class 4 Wastewater Treatment Operator certification test. Systems are classified by the South Dakota Department of Agriculture and Natural Resources (DANR). The City of Yankton wastewater plant is a Class 4 treatment facility, the highest “most complex” level. Since 2004, only 138 Class 4 certification tests have been administered with only 29 passing (21%). Currently there are only 46 Class 4 certified wastewater plant operators in the state. Systems are required to have a certified operator in direct responsible charge of the facility and able to respond at all times.

Over the last several months, staff at the water plant have been struggling with fouling of the cartridge filters ahead of the reverse osmosis membranes. The cartridge filters were plugging and had to be replaced more frequently. Staff sent the filters to Avista for analysis. It was determined in the analysis that the bulk of the fouling was caused by organic or biological material. This is commonly referred to as bio slime. Bio slime forms in water when chlorine is not present. Staff will be working with Avista and HDR to develop a plan to control the bio slime. This may include operational changes to include system shut downs for additional tank cleaning, shock chlorination, or operational changes in the chlorine and bisulfate feed points.

## **9) Police Department Update**

Chief Foote attended the South Dakota Municipal League committee meetings for General Government Policies and Health, Safety, and Welfare Policies in Pierre last week. These committee meetings deal with upcoming legislation and issues that may affect municipalities, police departments, and the citizens they serve.

Riverboat Days went well from a public safety perspective. We responded to 121 calls for service from Friday at 1800 till Sunday at 1800. There were a total of 13 arrests during this time: 1 juvenile and 12 adults. Six were arrested for DUI, one for obstruction, one for trespassing, three for possession of controlled substance, and one for a warrant. We wrote 16 citations and gave 15 warnings. No major incidents were reported. Commander Rothenberger and Chief Foote had a good time riding the patrol bikes in the parade and handing out candy.

We will have a high school intern starting next week at the Yankton Police Department. The student is 18 years old and will come in for two hours a day until the Christmas break. The student will learn what it is like to be a police officer and investigator, and learn about community policing. This is an effort to promote the law enforcement profession and get more kids interested in this profession.

School has started and officers are present in school zones, making sure it is safe for those students who are walking to school and crossing busy streets and intersections. Our School Resource Officers were so excited to get back into the schools and see all the students. If you haven't looked at their post on Facebook please check it out.

#### **10) Fire Department Update**

Chief Linke worked with First Due Software last week to customize some of the reports that the system generates. Yankton is unique in that not every member responds to every call, thus requiring a little additional work when determining volunteer call percentage. The staff at First Due is working on a solution that will streamline some of the reporting process.

Assistant Chief Brian Frick is leading a process to determine how to train and qualify members in driving and operating pumper apparatus. The goal is to provide some bench depth in the driver position to ensure that a member is always available to perform some of the more technical tasks on the fire scene.

The process for selecting a volunteer assistant chief and two new captains is being developed. Candidates from the volunteers will be selected by rank order using a combination of qualifications, internal consensus, and an assessment from third-party interviewers. New officers will take their positions on January 1, 2024.

Yankton Volunteers and Auxiliary teamed up to enter a float in the Riverboat Days Parade. This annual tradition has been a mainstay in department activities. It is especially fun to have volunteers' children participate in the parade festivities as well.

#### **11) Monthly Reports**

Included for your review are the Joint Powers Solid Waste Authority monthly report and the minutes from the Airport Advisory Board and Planning Commission.

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	JULY 2023	JULY 2022	JULY 2023 YTD	JULY 2022 YTD
<b>UTILITY BILLING:</b>				
<b>Water</b>				
Water Sold (in gallons per 1,000)	100,950 M	85,808 M	401,757 M	365,045 M
Water Billed	\$888,810.15	\$787,137.50	\$4,181,249.48	\$3,909,369.55
Basic Water Fee/Rate per 1000 ga	\$27.51/6.30	\$27.51/6.30		
Number of Accounts Billed	5,760	5,688	38,987	38,571
Number of Bills Mailed	5,760	5,688	38,987	38,571
Total Meters Read	5,987	5,931	41,813	41,411
Meter Changes/pulled	7	5	48	37
Total Days Meter Reading	1	1	7	7
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	0	0
<b>Sewer</b>				
Sewer Billed	\$426,391.52	\$381,202.56	\$2,746,497.39	\$2,482,498.58
Basic Sewer Fee/Rate per 1000 ga	\$17.53/\$6.80	\$11.22/\$6.80		
<b>Solid Waste</b>				
Solid Waste Billed	\$110,834.81	\$109,590.63	\$770,717.73	\$764,128.25
Basic Solid Waste Fee	\$23.61	\$23.61		
Tax Billed	\$6,840.03	\$7,087.39	\$49,515.61	\$49,403.06
Misc. Billed	\$1,080.00	\$1,950.00	\$10,108.40	\$9,750.00
<b>Total Utility Billing:</b>	<b>\$1,433,956.51</b>	<b>\$1,286,968.08</b>	<b>\$7,758,088.61</b>	<b>\$7,215,149.44</b>
<b>Adjustment Total:</b>	\$262.18	(\$1,989.28)	(\$1,097.60)	(\$2,461.42)
Misread Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Other Adjustments	\$312.18	(\$1,879.28)	(\$787.60)	(\$1,931.42)
Penalty Adjustments OFF	(\$100.00)	(\$120.00)	(\$640.00)	(\$640.00)
Penalty Adjustments ON	\$50.00	\$10.00	\$330.00	\$110.00
New Accounts/Connects	118	110	653	568
Accounts Finaled/Disconnects	53	67	299	367
New Accounts Set up	6	6	29	26
Delinquent Notices	431	397	2,658	2,639
Doorknockers	121	170	970	947
Delinquent Call List	121	61	672	425
Notice of Termination Letters	8	8	69	55
Shut-off for Non-payment	5	5	40	29
Delinquent Notice Penalties	\$4,310.00	\$3,970.00	\$26,580.00	\$26,390.00
Doorknocker Penalties	\$1,210.00	\$1,700.00	\$9,700.00	\$9,470.00
<b>Other Office Functions:</b>				
Interest Income	\$236,086.11	\$97,411.10	\$1,565,127.33	\$298,159.09
Interest Rate-Checking Account	5.61%	2.06%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	147	134		
Payments Issued to Vendors	\$4,452,677.50	\$2,958,123.56	\$21,619,093.52	\$15,342,251.56
# of Employees on Payroll	302	282		
Monthly Payroll	\$657,789.07	\$591,377.36	\$4,308,395.76	\$3,840,005.99

**SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS**

**Summit Activities Center Membership Information:**

	Current	Last	Change
○ Active & Fit/Renew Active/Silver Sneakers	131	128	3
○ Adult Annual	75	70	5
○ Adult EFT	48	46	2
○ Adult Monthly	121	132	-11
○ City of Yankton Single	57	56	1
○ Firefighter Single	19	19	0
○ 10 Use Punch card	60	60	0
○ Individual Annual	95	95	0
○ Individual Monthly	4	5	-1
○ Radio	41	41	0
○ Youth Annual	40	39	1
○ Youth EFT	14	13	1
○ Youth Monthly	57	70	-13
<b>Total # of Active Members</b>	<b>762</b>	<b>774</b>	<b>-12</b>

- Mid-February 2023- total memberships peaked at 861.
  - Last year at the end of July we had 688 active memberships.
  - In July of 2019 (pre-pandemic), we had 1,036 memberships on the books.
- Attendance – 2,678 (1,966 SAC, 712 GL) compared to 1,471 in 2022
- Total Cash Revenue at the SAC 8/1-15/23 – \$7,081.51 compared to \$4,574.20 in 2022

**Sunday, August 6, 2023**

- **SAC Library Day Passes Used**
  - 1 Coupon (2 Adult)

**Additional SAC Information for First Half of August:**

- **Aqua Zumba**
  - Participation – 25 Participants
- **Power Abs**
  - Participation – 24 Participants

- **Power Yoga**
  - Participation – 14 Participants
- **Prime Time Senior Class**
  - Participation – 44 Participants
- **Strength & Flexibility**
  - Participation – 28 Participants
- **Tabata**
  - Participation – 24 Participants
- **Trim & Tone**
  - Participation – 17 Participants
- **Turbo Kick**
  - Participation – 0 Participants
- **Wake UP**
  - Participation – 19 Participants
- **Water Aerobics Classes**
  - Participation – 96 Participants
- **Work Out Express Class**
  - Participation – 18 Participants
- **Yoga**
  - Participation – 14 Participants
- **Zumba**
  - Participation – 27 Participants
- **Zumba Gold**
  - Participation – 54 Participants
- **Birthday Party Rentals**
  - Participation – 0 Birthday Parties
- **Auxiliary/Main Gym Rentals**
  - Hours Rented – 0 Hours
- **Theater Rentals**
  - Hours Rented – 0 Hours

- **Meeting Rooms**
  - Hours Rented – 0 Hours
- **City Hall Rentals**
  - Hours Rented – 0 Hours
- **Capital Building Rentals**
  - Days Rented – 3
- **Park Shelters**
  - Riverside - 7 Rentals
  - Memorial – 3 Rentals
  - Westside – 0 Rental
  - Meridian Bridge – 0 Rental

<i>Huether Aquatic Fitness Classes: First Half of August</i>
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- **Aqua Zumba**
  - Participation – 10 Participants
- **Water Fitness**
  - Participation – 20 Participants
- **Yoga**
  - Participation – 8 Participants
- Total Huether Family Aquatics Center Passes Sold: 3,640 (3,976 – 2022)



**August 1-15, 2023 The Huether Family Aquatics Center  
Library and Utility Passes Library and Utility Passes**

	Library Pass			Utility Pass		
	Adults	kids	coupon	Adults	Kids	coupon
8/1/2023	7	12	5			
8/2/2023	6	6	3			
8/3/2023	12	15	11	2		1
8/4/2023	12	24	7			
8/5/2023						
8/6/2023						
8/7/2023	8	12	6			
8/8/2023	20	20	12			
8/9/2023	9	22	5			
8/10/2023	8	15	6			
8/11/2023	9	14	6			
8/12/2023	10	17	6			
8/13/2023	1		1			
8/14/2023						
8/15/2023	7	7	4		1	1

**PARKS**

Sunday, August 13- Adult Co-ed Softball end of season tournament held in Sertoma Park.

The tennis courts at Fantle Memorial Park were resurfaced and work was completed August 17. The four courts at the park now have pickle ball lines.

The City has not received any notification yet on the status of the Land, Water, Conservation Fund grant for resurfacing the courts in Westside Park and converting them into pickle ball courts.

Music at the Meridian wrapped-up on Thursday, August 17, with another large crowd.

The Parks Department will be working with the youth soccer association, as it will need to utilize numerous green spaces in the parks system as it plans for its annual fall tournament, September 15, 16, and 17.

All but three summer staff have left our employment so the regular crew is working with the three remaining seasonal staff to keep up with the demands of the system in the fall.

Luke is working with outside organizations and their special event applications and events for this fall.

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

The parks staff has and will move bleachers, benches, goals, trash cans, and other items for youth baseball, youth softball, youth soccer, and swim team events which will be taking place in Yankton on weekends in the fall.

The parks staff has and will be moving picnic tables, trash cans, barricades, and other needed items for the events that take place in the community in the fall.

Description	Yankton Transfer	Vermillion Landfill	Total Joint	7 Month Budget	Legal 2023 Budget
<b>Joint Power Transfer/Landfill</b>					
<i>Total Revenue</i>	<u>\$1,051,157.38</u>	<u>\$671,734.88</u>	<u>\$1,722,892.26</u>	<u>\$1,375,850.00</u>	<u>\$2,358,600.00</u>
<i>Expenses:</i>					
Personal Services	224,115.13	221,595.94	445,711.07	490,016.33	840,028.00
Operating Expenses	168,639.88	380,064.24	548,704.12	619,414.25	1,061,853.00
Depreciation (est)	115,820.53	149,980.00	265,800.53	265,822.67	455,696.00
Trench Depletion	0.00	187,219.12	187,219.12	134,166.67	230,000.00
Closure/Postclosure Resrv	0.00	7,697.37	7,697.37	15,166.67	26,000.00
Amortization of Permit	0.00	1,238.64	1,238.64	875.00	1,500.00
<i>Total Operating Expenses</i>	<u>508,575.54</u>	<u>947,795.31</u>	<u>1,456,370.85</u>	<u>1,525,461.58</u>	<u>2,615,077.00</u>
<i>Non Operating Expense-Interest</i>	<u>3,268.87</u>	<u>59,810.26</u>	<u>63,079.13</u>	<u>42,852.25</u>	<u>73,461.00</u>
<i>Landfill Operating Income</i>	<u>539,312.97</u>	<u>(335,870.69)</u>	<u>203,442.28</u>	<u>(192,463.83)</u>	<u>(329,938.00)</u>
<b>Joint Recycling Center</b>					
<i>Total Revenue</i>	<u>0.00</u>	<u>45,519.50</u>	<u>45,519.50</u>	<u>61,541.67</u>	<u>105,500.00</u>
<i>Expenses:</i>					
Personal Services	0.00	131,834.83	131,834.83	152,887.58	262,093.00
Operating Expenses	0.00	91,927.34	91,927.34	77,875.00	133,500.00
Depreciation (est)	0.00	28,004.00	28,004.00	22,166.67	38,000.00
<i>Total Operating Expenses</i>	<u>0.00</u>	<u>251,766.17</u>	<u>251,766.17</u>	<u>252,929.25</u>	<u>433,593.00</u>
<i>Non Operating Expense-Interest</i>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<i>Recycling Operating Income</i>	<u>0.00</u>	<u>(206,246.67)</u>	<u>(206,246.67)</u>	<u>(191,387.58)</u>	<u>(328,093.00)</u>
<i>Total Operating Income</i>	<u>\$539,312.97</u>	<u>(\$542,117.36)</u>	<u>(\$2,804.39)</u>	<u>(\$383,851.42)</u>	<u>(\$658,031.00)</u>
<b>Tonage in Trench:</b>	<u>7/31/2022</u>	<u>7/31/2023</u>			
Asbestos	50.58	44.46	44.46	29.17	50.00
Centerville	182.26	228.41	228.41	641.67	1,100.00
Clay County Garbage	9,316.21	10,369.13	10,369.13	8,458.33	14,500.00
Elk Point	610.88	666.04	666.04	151.67	260.00
Yankton County Garbage	14,277.43	14,349.42	14,349.42	13,941.67	23,900.00
<i>Total Tonage in Trench</i>	<u>24,437.36</u>	<u>25,657.46</u>	<u>25,657.46</u>	<u>23,222.50</u>	<u>39,810.00</u>
Operating Cost per ton			<u>\$56.76</u>	<u>\$67.53</u>	<u>\$67.53</u>

This report is based on the following:

Revenue accrual thru July 31, 2023

Expenses cash thru July 31, 2023 with August bills

Joint Powers Solid Waste Authority  
Financial Report Thru July 31, 2023

Description	Yankton Transfer	Vermillion Landfill	Total Joint	7 Month Budget	Legal 2023 Budget
<b>Source of Funds</b>					
<i>Beginning Balance</i>	\$262,149.47	\$2,536,832.00	\$2,798,981.47	\$2,798,981.47	\$2,798,981.47
<i>Operating Revenue:</i>					
Net Income	539,312.97	(542,117.36)	(2,804.39)	(383,851.42)	(658,031.00)
Depreciation	115,820.53	177,984.00	293,804.53	287,989.33	493,696.00
Trench Depletion	0.00	187,219.12	187,219.12	134,166.67	230,000.00
Amortization of Permit	0.00	1,238.64	1,238.64	875.00	1,500.00
<i>Non Operating Revenue:</i>					
Grant	0.00	0.00	0.00	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	875,000.00	1,500,000.00
Contributed Capital	0.00	3,756.00	3,756.00	2,916.67	5,000.00
Sale Proceeds	0.00	0.00	0.00	0.00	0.00
Comp. for Loss & Damage	1,973.69	0.00	1,973.69	0.00	0.00
Fire Related Expenses	0.00	0.00	0.00	0.00	0.00
Interest	0.00	49,878.48	49,878.48	2,916.67	5,000.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(504,806.50)	504,806.50	0.00	1,015,000.00	1,740,000.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
<b>Total Funds Available</b>	<b>414,450.16</b>	<b>2,919,597.38</b>	<b>3,334,047.54</b>	<b>4,733,994.39</b>	<b>6,116,146.47</b>
<b>Application of Funds Available</b>					
<i>Joint Power Transfer/Landfill</i>					
Equipment	169,461.40	44,409.51	213,870.91	327,833.33	562,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	7,697.37	7,697.37	15,166.67	26,000.00
<i>Joint Recycling Center</i>					
Equipment	0.00	49,286.50	49,286.50	54,833.33	94,000.00
<i>Payment Principal</i>	33,218.94	49,114.18	82,333.12	202,958.58	347,929.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
<b>Total Applied</b>	<b>202,680.34</b>	<b>150,507.56</b>	<b>353,187.90</b>	<b>600,791.92</b>	<b>1,029,929.00</b>
<b>Ending Balance</b>	<b>\$211,769.82</b>	<b>\$2,769,089.82</b>	<b>\$2,980,859.64</b>	<b>\$4,133,202.47</b>	<b>\$5,086,217.47</b>

<b>Joint Power Transfer/Landfill Description</b>	<b>Yankton Transfer</b>	<b>Vermillion Landfill</b>	<b>Total Joint</b>	<b>7 Month Budget</b>	<b>Legal 2023 Budget</b>
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$2,889.97	\$2,889.97	\$3,500.00	\$6,000.00
Elk Point	0.00	36,965.40	36,965.40	36,400.00	\$62,400.00
Centerville	0.00	12,676.88	12,676.88	8,166.67	14,000.00
Beresford	0.00	0.00	0.00	0.00	0.00
Clay County Garbage	0.00	599,708.76	599,708.76	481,250.00	825,000.00
Compost-Yd Waste-Wood	0.00	3,762.29	3,762.29	5,541.67	9,500.00
Contaminated Soil	0.00	4,742.23	4,742.23	4,375.00	7,500.00
White Goods	0.00	1,331.25	1,331.25	3,500.00	6,000.00
Tires	0.00	8,913.10	8,913.10	5,833.33	10,000.00
Electronics	0.00	445.00	445.00	3,500.00	6,000.00
Other Revenue	4,358.24	300.00	4,658.24	2,975.00	5,100.00
Cash long	(0.49)	0.00	(0.49)	0.00	0.00
Rubble	31,477.54	0.00	31,477.54	30,333.33	52,000.00
Transfer Fees	1,009,646.99	0.00	1,009,646.99	787,500.00	1,350,000.00
Metal	5,675.10	0.00	5,675.10	2,916.67	5,000.00
Other Operational - Solid Waste	0.00	0.00	0.00	58.33	100.00
<b>Total Revenue</b>	<b>1,051,157.38</b>	<b>671,734.88</b>	<b>1,722,892.26</b>	<b>1,375,850.00</b>	<b>2,358,600.00</b>
<i>Expenses: (cash)</i>					
Personal Services	224,115.13	221,595.94	445,711.07	490,016.33	840,028.00
Insurance	23,259.48	7,396.85	30,656.33	19,441.33	33,328.00
Professional Service/Fees	18,284.90	66,911.33	85,196.23	110,833.33	190,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	11,297.60	11,297.60	7,000.00	12,000.00
State Fees	0.00	25,657.46	25,657.46	27,125.00	46,500.00
Professional - Legal/Audit	3,262.50	0.00	3,262.50	1,604.17	2,750.00
Publishing & Advertising	0.00	331.07	331.07	1,633.33	2,800.00
Rental	0.00	0.00	0.00	291.67	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	34.59	82,811.95	82,846.54	38,500.00	66,000.00
Motor vehicle repair	0.00	2,183.92	2,183.92	14,291.67	24,500.00
Vehicle fuel & maintenance	87,827.21	31,496.64	119,323.85	160,416.67	275,000.00
Equip, Mat'l & Labor	8,686.97	0.00	8,686.97	37,916.67	65,000.00
Building repair	1,426.88	9,432.87	10,859.75	14,000.00	24,000.00
Facility repair & maintenance	0.00	4,963.40	4,963.40	20,416.67	35,000.00
Postage	324.00	14.49	338.49	495.83	850.00
Office supplies	503.09	111.11	614.20	2,041.67	3,500.00
Copy supplies	174.26	120.63	294.89	218.75	375.00
Uniforms	326.95	2,316.94	2,643.89	4,375.00	7,500.00
Small Tools & Hardware	384.99	0.00	384.99	145.83	250.00
Travel & Training	0.00	1,427.85	1,427.85	2,625.00	4,500.00
Operating supply	0.00	107,131.94	107,131.94	106,516.67	182,600.00
Electricity	5,314.53	9,087.93	14,402.46	18,083.33	31,000.00
Heating Fuel - Gas	14,089.00	13,998.17	28,087.17	26,541.67	45,500.00
Water	2,333.22	738.60	3,071.82	2,100.00	3,600.00
WW service	1,835.56	0.00	1,835.56	758.33	1,300.00
Landfill	141.66	0.00	141.66	175.00	300.00
Telephone	430.09	2,633.49	3,063.58	1,866.67	3,200.00
Depreciation (est)	115,820.53	149,980.00	265,800.53	265,822.67	455,696.00
Trench Depletion		187,219.12	187,219.12	134,166.67	230,000.00
Closure/Postclosure Resrv		7,697.37	7,697.37	15,166.67	26,000.00
Amortization of Permit		1,238.64	1,238.64	875.00	1,500.00
<b>Total Op Expenses</b>	<b>508,575.54</b>	<b>947,795.31</b>	<b>1,456,370.85</b>	<b>1,525,461.58</b>	<b>2,615,077.00</b>

<b>Joint Power Transfer/Landfill Description</b>	<b>Yankton Transfer</b>	<b>Vermillion Landfill</b>	<b>Total Joint</b>	<b>7 Month Budget</b>	<b>Legal 2023 Budget</b>
<i>Non Operating Expense-Interest</i>	3,268.87	59,810.26	63,079.13	42,852.25	73,461.00
<i>Bond Issuance Costs</i>	0.00	0.00	\$0.00	0.00	10,000.00
<i>Operating Income (Loss)</i>	\$539,312.97	(\$335,870.69)	\$203,442.28	(\$192,463.83)	(\$339,938.00)
<i>Capital:</i>					
Capital Outlay	\$169,461.40	\$44,409.51	\$213,870.91	\$327,833.33	\$562,000.00
Landfill Development	0.00	322,189.81	322,189.81	918,166.67	\$1,574,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$169,461.40	\$366,599.32	\$536,060.72	\$1,246,000.00	\$2,136,000.00
<i>Grant Reimbursement</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Federal Grant thru State</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Cash Flow Transfer</i>	(\$504,806.50)	\$504,806.50	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		44.46	44.46	29.17	50.00
Centerville Garbage		228.41	228.41	641.67	1,100.00
Clay County Garbage		10,369.13	10,369.13	8,458.33	14,500.00
Elk Point		666.04	666.04	151.67	260.00
Yankton County Garbage		14,349.42	14,349.42	13,941.67	23,900.00
<i>Total Tonage in Trench</i>		25,657.46	25,657.46	23,222.50	39,810.00
Operating Cost per ton			\$56.76	\$67.53	\$67.53

<b>Joint Recycling Center</b>	Yankton	Vermillion	Total	7 Month	Legal
Description	Transfer	Center	Joint	Budget	2023 Budget
<i>Revenue:</i>					
Tipping Fees	\$0.00	0.00	\$0.00	0.00	0.00
Metal/Tin	0.00	3,556.42	3,556.42	1,458.33	2,500.00
Plastic	0.00	9,969.20	9,969.20	8,750.00	15,000.00
Aluminum	0.00	13,364.44	13,364.44	9,333.33	16,000.00
Newsprint	0.00	2,003.25	2,003.25	5,250.00	9,000.00
Cardboard	0.00	16,482.12	16,482.12	29,166.67	50,000.00
High Grade Paper	0.00	0.00	0.00	2,916.67	5,000.00
Other Material	0.00	144.07	144.07	4,666.67	8,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
<b>Total Revenue</b>	<b>0.00</b>	<b>45,519.50</b>	<b>45,519.50</b>	<b>61,541.67</b>	<b>105,500.00</b>
<i>Expenses:</i>					
Personal Services	0.00	131,834.83	131,834.83	152,887.58	262,093.00
Insurance	0.00	1,337.89	1,337.89	1,400.00	2,400.00
Professional Service/Fees	0.00	1,608.96	1,608.96	291.67	500.00
Hazardous Waste Collection	0.00	55,593.10	55,593.10	29,166.67	50,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	351.70	351.70	875.00	1,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	4,586.31	4,586.31	5,541.67	9,500.00
Vehicle repair & maintenance	0.00	395.56	395.56	408.33	700.00
Vehicle fuel	0.00	2,650.67	2,650.67	3,500.00	6,000.00
Building repair & maintenance	0.00	2,246.97	2,246.97	1,750.00	3,000.00
Postage	0.00	3.62	3.62	29.17	50.00
Freight	0.00	7,520.00	7,520.00	10,791.67	18,500.00
Office supplies	0.00	5.72	5.72	583.33	1,000.00
Uniforms	0.00	0.00	0.00	437.50	750.00
Materials Purchases	0.00	1,744.65	1,744.65	2,625.00	4,500.00
Travel & Training	0.00	1,903.80	1,903.80	1,166.67	2,000.00
Operating Supplies	0.00	39.94	39.94	5,833.33	10,000.00
Copy Supply	0.00	60.69	60.69	116.67	200.00
Electricity	0.00	3,296.02	3,296.02	3,791.67	6,500.00
Heating Fuel-Gas	0.00	4,798.56	4,798.56	2,916.67	5,000.00
Water	0.00	206.14	206.14	379.17	650.00
WW service	0.00	730.04	730.04	700.00	1,200.00
Telephone	0.00	601.88	601.88	495.83	850.00
Revenue Sharing	0.00	2,245.12	2,245.12	5,075.00	8,700.00
Depreciation (est)	0.00	28,004.00	28,004.00	22,166.67	38,000.00
<b>Total Op Expenses</b>	<b>0.00</b>	<b>251,766.17</b>	<b>251,766.17</b>	<b>252,929.25</b>	<b>433,593.00</b>
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
<b>Operating Income (Loss)</b>	<b>\$0.00</b>	<b>(\$206,246.67)</b>	<b>(\$206,246.67)</b>	<b>(\$191,387.58)</b>	<b>(\$328,093.00)</b>
<b>Capital Outlay</b>	<b>\$0.00</b>	<b>\$49,286.50</b>	<b>\$49,286.50</b>	<b>\$54,833.33</b>	<b>\$94,000.00</b>
<b>Grant Reimbursement/Donations</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Cash Flow Transfer</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

This report is based on the following:

Revenue accrual thru July 31, 2023

Expenses cash thru July 31, 2023 with August bills

2023 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	54,907.34	(28,593.80)	26,313.54	3,011.04	52.80	0.00	(15,156.68)	(15,156.68)	54,907.34	(43,750.48)	11,156.86
February	21,977.75	(80,063.90)	(58,086.15)	2,658.23	89.93	0.00	(19,218.14)	(19,218.14)	21,977.75	(99,282.04)	(77,304.29)
Subtotal	76,885.09	(108,657.70)	(31,772.61)	5,669.27	70.21	0.00	(34,374.82)	(34,374.82)	76,885.09	(143,032.52)	(66,147.43)
March	33,691.86	(48,590.14)	(14,898.28)	3,332.59	58.66	0.00	(23,601.62)	(23,601.62)	33,691.86	(72,191.76)	(38,499.90)
Subtotal	110,576.95	(157,247.84)	(46,670.89)	9,001.86	71.10	0.00	(57,976.44)	(57,976.44)	110,576.95	(215,224.28)	(104,647.33)
April	81,960.57	(80,218.89)	1,741.68	3,692.82	64.60	0.00	(29,199.77)	(29,199.77)	81,960.57	(109,418.66)	(27,458.09)
Subtotal	192,537.52	(237,466.73)	(44,929.21)	12,694.68	69.20	0.00	(87,176.21)	(87,176.21)	192,537.52	(324,642.94)	(132,105.42)
May	134,887.39	5,913.41	140,800.80	4,563.34	39.16	0.00	(73,715.16)	(73,715.16)	134,887.39	(67,801.75)	67,085.64
Subtotal	327,424.91	(231,553.32)	95,871.59	17,258.02	61.26	0.00	(160,891.37)	(160,891.37)	327,424.91	(392,444.69)	(65,019.78)
June	104,751.28	(45,454.06)	59,297.22	4,127.29	54.90	0.00	(27,237.96)	(27,237.96)	104,751.28	(72,692.02)	32,059.26
Subtotal	432,176.19	(277,007.38)	155,168.81	21,385.31	60.03	0.00	(188,129.33)	(188,129.33)	432,176.19	(465,136.71)	(32,960.52)
July	110,405.65	946.95	111,352.60	4,272.15	42.38	0.00	(18,117.34)	(18,117.34)	110,405.65	(17,170.39)	93,235.26
Subtotal	542,581.84	(276,060.43)	266,521.41	25,657.46	56.76	0.00	(206,246.67)	(206,246.67)	542,581.84	(482,307.10)	60,274.74



City of Yankton Transfer Station  
Landfill Tons

Date	City					Sub-Total	All Other	Total Transfer
	Compactors (577)	Janssen (547)	Arts (586)	Loren Fischer (648)	Kortan (673)			
January 2023	254.54	529.24	417.71	71.17	30.29	1,048.41	423.28	1,726.23
February 2023	215.76	507.35	405.54	55.01	29.26	997.16	375.85	1,588.77
March 2023	261.67	572.16	479.40	65.48	41.13	1,158.17	535.73	1,955.57
April 2023	257.22	574.36	540.02	58.16	34.50	1,207.04	855.06	2,319.32
May 2023	307.89	707.72	605.55	54.83	37.61	1,405.71	704.99	2,418.59
June 2023	289.17	725.31	588.72	73.13	51.19	1,438.35	672.85	2,400.37
July 2023	282.21	697.94	570.56	60.35	40.04	1,368.89	787.30	2,438.40
2023 Total	1,868.46	4,314.08	3,607.50	438.13	264.02	8,623.73	4,355.06	14,847.25
January 2022	258.69	515.97	411.98	59.08	29.31	1,016.34	331.11	1,606.14
February 2022	217.91	548.02	370.93	67.84	29.20	1,015.99	304.16	1,538.06
March 2022	262.23	665.38	479.74	61.13	35.34	1,241.59	536.56	2,040.38
April 2022	249.31	581.31	446.18	65.70	36.42	1,129.61	682.08	2,061.00
May 2022	279.47	705.94	565.54	64.83	36.49	1,372.80	680.16	2,332.43
June 2022	284.91	790.62	532.96	55.20	45.33	1,424.11	664.58	2,373.60
July 2022	266.85	664.17	513.64	71.59	41.42	1,290.82	685.21	2,242.88
August 2022	299.82	727.50	588.65	62.56	36.52	1,415.23	650.07	2,365.12
September 2022	279.11	666.71	464.24	91.13	43.62	1,265.70	738.06	2,282.87
October 2022	257.32	657.02	481.32	78.30	32.91	1,249.55	571.62	2,078.49
November 2022	270.52	557.40	442.87	65.99	31.40	1,097.66	426.01	1,794.19
December 2022	246.35	517.11	401.13	63.76	37.87	1,019.87	377.63	1,643.85
2022 Total	3,172.49	7,597.15	5,699.18	807.11	435.83	14,539.27	6,647.25	24,359.01

CITY OF VERMILLION  
LANDFILL TONS

	2023	Art's Garbage	City of Elk Point	Fischer Disposal	Loren Fischer	Herm's Sanitation	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	2023 Tons	
\$55.50 PER TON	Jan	-	94.06	208.46	477.13	49.46	38.28	58.77	225.10	104.42	1255.68	
	Feb	-	79.40	181.63	355.54	30.66	19.69	60.18	210.63	224.63	1162.36	
	Mar	-	92.62	214.46	498.46	43.52	35.84	68.96	240.13	200.48	1394.47	
	April	-	90.55	216.86	514.73	52.34	35.71	67.55	228.19	262.65	1468.58	
	May	-	110.60	256.07	1,092.82	64.25	35.30	83.23	215.79	391.71	2249.77	
	June	-	97.63	216.71	749.13	47.98	35.23	67.22	202.52	427.14	1843.56	
	July	-	101.18	212.76	749.20	47.55	28.36	76.21	200.25	518.11	1933.62	
	Aug											0.00
	Sept											0.00
	Oct											0.00
	Nov											0.00
	Dec											0.00
			0.00	666.04	1506.95	4437.01	335.76	228.41	482.12	1522.61	2129.14	11308.04
	2022	Art's Garbage	City of Elk Point	Fischer Disposal	Loren Fischer	Herm's Sanitation	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	2022 Tons	
\$53.00 PER TON	Jan	18.45	77.97	192.36	439.25	25.79	16.64	66.39	199.67	217.79	1254.31	
	Feb	32.68	72.96	177.91	353.42	27.01	16.86	58.15	180.46	85.39	1004.84	
	Mar	8.25	98.62	213.95	458.65	35.35	26.46	57.19	224.86	179.16	1302.49	
	April	12.47	81.41	215.56	496.52	34.20	31.97	60.88	188.94	327.84	1449.79	
	May	29.00	105.65	266.28	711.14	52.88	32.39	70.24	241.82	231.86	1741.26	
	June	17.89	91.14	236.58	626.16	34.66	29.54	59.09	201.45	347.74	1644.25	
	July	32.06	83.13	216.39	580.54	45.24	28.40	56.90	200.28	520.05	1762.99	
	Aug	24.81	99.87	267.81	704.11	53.07	37.82	68.59	234.75	420.31	1911.14	
	Sept	-	92.38	238.37	560.29	46.39	11.55	97.32	240.87	695.82	1982.99	
	Oct	-	82.67	214.91	566.70	39.94	31.00	63.31	224.39	542.73	1765.65	
	Nov	-	96.00	212.88	563.59	44.62	30.92	63.60	218.85	359.54	1590.00	
	Dec	-	93.88	191.19	385.16	43.76	32.11	56.55	226.55	1,348.93	2378.13	
			175.61	1075.68	2644.19	6445.53	482.91	325.66	778.21	2582.89	5277.16	19787.84

## City of Yankton

### Airport Advisory Board Meeting Minutes For

**June 21<sup>st</sup>, 2023**

The June 21<sup>st</sup>, 2023 Airport Advisory Board Meeting was called to order at 8:01AM by Chairman Jim Cox.

#### **ROLL CALL:**

Present from the Airport Advisory Board: Jim Cox, Mary Boyer, Jake Hoffner, Steve Hamilton, Dan Specht, and City Commission Representative Amy Miner

Present from the City of Yankton: Adam Haberman, Mike Roinstead, Brad Moser, and Brooke Goeden.

Unable to attend: Rick Daugherty,

#### **Minutes from May 17<sup>th</sup>, 2023**

**23-11 MOTION** -- It was moved by Specht and seconded by Hoffner to approve the minutes of the May 17<sup>th</sup>, 2023 Airport Advisory Board Meeting.

**VOTE** - Voting "Aye" - all members present. Voting "Nay" - none.

**MOTION – PASSED**

#### **Monthly Fuel Report:**

Mike Roinstead provided the monthly fuel report for May 2023. In May 2023, there were 76 transactions, totaling 3,858.8 gallons sold. For comparison, in May 2022, there were 73 transactions, totaling 4,374.8 gallons sold.

#### **Staff Report:**

Adam Haberman stated the haying contractor has been hard at and made the areas around the runway project his first priority. Also, mowing and weed control at the airport is ongoing.

#### **Corporate Hangar:**

Haberman stated the lease agreement was approved by the City Commission. Roger Wilco Aviation moved their equipment into the corporate hangar, where they will now operate their business from. The maintenance hangar will now be used for storage.

#### **North Taxilane & Access Road Project Update:**

Adam Haberman confirmed that YKN has been awarded grant funding for the project. Double H Paving started work on the Runway 20 turnaround on June 19<sup>th</sup>, 2023. The Runway 20 paving portion of the project is anticipated to start right after July 4<sup>th</sup>, 2023. The project is currently scheduled for completion by the end of August 2023.

**23-12 Election of Chairman and Vice Chairman of Airport Advisory Board:**

**MOTION** -- It was moved by Specht and seconded by Hoffner to elected Jim Cox for Chairman of the Airport Advisory Board and Steve Hamilton for Vice-Chairman of the Airport Advisory Board.

**VOTE** - Voting "Aye" - all members present. Voting "Nay" - none.

**MOTION – PASSED**

**Other Business:**

Jake Hoffner reported on the most recent airport brainstorming meeting and said the group is thinking about having an event in September 2024. The current idea was to have a concert out on the ramp and an airshow at night with drones. More information forthcoming.

Also, the 2023 Airport Breakfast Fly-in is scheduled for Sunday, September 17<sup>th</sup>, 2023.

**Adjournment**

**23-13 MOTION** –It was moved by Boyer and seconded by Hoffner to adjourn the meeting.

**VOTE** – Voting "Aye" – all members present. Voting "Nay" – none.

Meeting adjourned at 8:34AM

Respectfully Submitted,

Adam Haberman, Secretary

***Memorandum #23-162***

*To: City Manager*  
*From: Finance Department*  
*Date: August 16, 2023*  
*Subject: Transient Merchant License Application*

We have received the following application from Country Fresh Farms:

Country Fresh Farms  
Menard's Frontage  
3210 Broadway Avenue  
Yankton, SD 57078

The applicant is requesting a license to sell USDA frozen Meats – Chicken, Seafood, Pork, & Beef on Menard's Frontage, 3210 Broadway Avenue on September 13 through September 16, 2023.

A check with the State Sales Tax office revealed that the applicant does pay State Sales Tax.

City Code also requires the applicant to pay a fee of \$50.00 per month and file insurance with the Finance Officer. We have received the fee.



Al Viereck  
Finance Officer

NOTICE OF HEARING UPON APPLICATION  
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2023 to June 30, 2024 from Event Central (Matt Evans, Owner), 2101 Broadway Ave, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, September 11<sup>th</sup>, 2023 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21<sup>st</sup> Street, Yankton, South Dakota. where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,  
this 28th day of August, 2023.



Al Viereck  
FINANCE OFFICER

***Memorandum #23-161***

*To: City Manager*  
*From: Finance Department*  
*Date: August 16, 2023*  
*Subject: Special Events Malt Beverage/Wine License-The Center*

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, September 9, 2023 from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, S.D.

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



Al Viereck  
Finance Officer

ORDINANCE NO . 1074  
 AN ORDINANCE APPROPRIATING MONIES FOR  
 DEFRAYING THE NECESSARY EXPENSES AND  
 LIABILITIES OF THE CITY OF YANKTON, SOUTH  
 DAKOTA, FOR THE FISCAL YEAR BEGINNING JANUARY 1,  
 2024, AND ENDING DECEMBER 31, 2024, AND PROVIDING  
 FOR THE LEVY OF THE ANNUAL TAX FOR ALL FUNDS  
 CREATED BY THE ORDINANCE WITHIN SAID CITY.

BE IT ORDAINED by the City of Yankton, South Dakota  
 That thereby and hereby is appropriated by the Board of Commissioners of the City Yankton,  
 South Dakota, for the year commencing the first moment of the first day of January 2024, the  
 following sums of money for the purposes, which are deemed necessary to defray all  
 necessary expenses and liabilities of the City of Yankton, South Dakota, to wit:

SECTION I - GENERAL FUND

A. Appropriations

General Government:

Board of City Commissioners	\$ 195,258
City Manager	290,933
City Attorney	124,157
Finance Office	804,140
Information Services	559,376
Community Development	713,661
Human Resources	274,067
Contingency	300,000

TOTAL GENERAL GOVERNMENT	3,261,592
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Public Safety:

Police Department	4,230,315
Fire Department	1,231,322
Civil Defense	5,285

TOTAL PUBLIC SAFETY	5,466,922
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Public Works:

Engineering & Inspection	769,749
Street & Highways	2,607,442
City Hall	460,062
Traffic Control	523,459
Chan Gurney Airport	702,527

TOTAL PUBLIC WORKS	5,063,239
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Special Appropriations	128,600
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TOTAL SPECIAL APPROPRIATIONS	128,600
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Culture - Recreation:

Senior Citizens Center	70,255
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Community Library	944,855
TOTAL CULTURE - RECREATION	<u>1,015,110</u>
Other Financing Uses / Transfers Out	5,106,702
TOTAL OTHER FINANCING USES	<u>5,106,702</u>
TOTAL APPROPRIATIONS	<u>\$ 20,042,165</u>

B. Means of finance	
Unappropriated Fund Balances	<u>\$ 4,205,615</u>
Current Property Taxes	3,184,774
Sales & Other Taxes	8,867,742
Licenses & Permits	334,772
Intergovernmental Revenue	704,874
Charges for Goods & Services	2,398,354
Fines & Forfeits	4,500
Miscellaneous Revenues	59,000
TOTAL REVENUE	<u>15,554,016</u>
Other Financing Sources / Transfers In	<u>282,534</u>
TOTAL MEANS OF FINANCE	<u>\$ 20,042,165</u>

SECTION II - SPECIAL REVENUE

A. Appropriations	
Parks & Recreation	\$ 2,162,425
Huether Family Aquatic Center	1,702,262
Summit Activities Center	897,901
Marne Creek	203,484
Casualty Reserve Fund	5,000
Cemetery	167,384
Bridge & Street Fund	680,000
911/Dispatch	1,039,182
Business Improvement District	132,492
Lodging Sales Tax	862,700
Infrastructure Improvement Revolving - Transfer to Infr. Imp. Constr.	<u>44,720</u>
TOTAL APPROPRIATIONS	<u>\$ 7,897,550</u>

B. Means Of Finance	
Unappropriated Fund Balance	<u>\$ 2,040,693</u>
Parks & Recreation Revenue	22,135
Memorial Pool Revenue	767,425
Summit Activities Center Revenue	359,320
Marne Creek Revenue	-
Casualty Reserve - Interest	250

Cemetery	27,200
Bridge & Street Revenue	\$221,497
911/Dispatch	159,218
Business Improvement District	142,080
Lodging Tax	864,337
Infrastructure Improvement Revolving	<u>44,720</u>
TOTAL REVENUE	<u>2,608,182</u>
Transfer From General Fund	<u>4,718,252</u>
Transfer From HFAC Capital Fund	<u>\$50,088</u>
Transfer From Special Capital Fund	<u>518,602</u>
TOTAL MEANS OF FINANCE	<u>\$ 9,935,817</u>

SECTION III - CAPITAL PROJECT FUNDS

A. Appropriations	
Public Improvement	\$ -
Airport Capital Projects	80,000
Park Capital Projects	197,000
Infrastructure Improvement Construction	100,000
Huether Aquatics Center Construction	50,088
Special Capital Improvement (506 Fund)	6,643,840
Tax Incr. District #5 Menards (510 Fund)	194,610
Tax Incr. District #6 Westbrook Estates (511 Fund)	349,221
Tax Incr. District #7 West 10th Street (512 Fund)	51,655
Tax Incr. District #8 Westbrook Phase 2 (513 Fund)	77,990
Tax Incr. District #9 Yankton Mall (514 Fund)	-
Tax Incr. District #11 Gehl (515 Fund)	-
Tax Incr. District #12 Mead (516 Fund)	-
TOTAL APPROPRIATIONS	<u>\$ 7,744,404</u>
B. Means of Finance	
Unappropriated Fund Balance	<u>\$ 11,430,257</u>
Public Improvement Revenue	\$ -
Airport Capital Projects	72,000
Park Capital Revenue	-
Infrastructure Improvement Construction	-
Huether Aquatics Center Construction	-
Special Capital Improvement	6,012,379
TID #5 Menards	173,433
TID #6 Westbrook Estates	349,221
TID #7 West 10th Street	51,655
TID #8 Westbrook Phase 2	77,990
TID #9 Yankton Mall	1,179
TID #11 Gehl	1,000
TID #12 Mead	1,000
TOTAL REVENUE	<u>\$ 6,739,857</u>
Transfer from General Fund	191,800
Transfer from Park Improvement Fund	-
Transfer from BBB Fund	44,471
Transfer from Infrastructure Impr. Fund	44,720
Transfer from Special Capital Fund	-
Loan from General Fund	-
Loan from Special Capital Fund	-
Loan from Utilities	-
TOTAL OTHER FINANCING SOURCES	<u>280,991</u>
TOTAL MEANS OF FINANCE	<u>\$ 18,451,105</u>

**SECTION IV - ENTERPRISE FUNDS**

	<u>Solid Waste</u>				
	Water	Waste- Water	Collection	Joint Powers (Yankton Only )	Golf Course
Unappropriated Fund Balance	\$ 18,544,581	\$ 7,723,143	\$ 1,308,939	\$ (501,467)	\$ (74,172)
Estimated Revenues:					
Operations	7,823,634	4,406,833	1,471,748	1,407,100	-
Other	<u>52,000</u>	<u>15,900</u>	<u>4,100</u>		<u>60,001</u>
TOTAL REVENUE	<u>7,875,634</u>	<u>4,422,733</u>	<u>1,475,848</u>	<u>1,407,100</u>	<u>60,001</u>
Operating Transfer In	-	-	-	-	96,650
Depreciation	<u>2,132,415</u>	<u>1,043,011</u>	<u>82,537</u>	<u>194,196</u>	<u>75,946</u>
Amortization	-	-	-	-	-
Revolving Loan Funds	<u>1,241,000</u>	<u>7,977,653</u>	-	-	-
Grant Funds	-	<u>16,281,550</u>	-	-	-
TOTAL FUNDS AVAILABLE	<u>\$ 29,793,630</u>	<u>\$ 37,448,090</u>	<u>\$ 2,867,324</u>	<u>\$ 1,099,829</u>	<u>\$ 158,425</u>
Appropriations:					
Operating	\$ 5,341,375	\$ 3,590,830	\$ 1,512,697	\$ 1,934,200	\$ 86,655
Non-Operating	1,071,063	319,066	4,813	6,123	-
Operating Transfer Out	71,346	60,046	-	-	-
Improvement & Exts/Capital	4,166,041	25,294,930	121,558	\$533,853	120,000
Unobligated	<u>19,143,806</u>	<u>8,183,218</u>	<u>1,228,256</u>	<u>(1,374,247)</u>	<u>(48,230)</u>
TOTAL APPROPRIATIONS	<u>\$ 29,793,630</u>	<u>\$ 37,448,090</u>	<u>\$ 2,867,324</u>	<u>\$ 1,099,929</u>	<u>\$ 158,425</u>

**SECTION V - INTERNAL SERVICE FUNDS**  
**CENTRAL GARAGE**

Unappropriated Fund Balance	\$ (15,442)
Estimated Revenue - Billings	<u>1,239,234</u>
TOTAL ESTIMATED BALANCE & REVENUES	\$ 1,223,792
Less Appropriations	<u>1,217,190</u>
Estimated Surplus	<u>\$ 6,602</u>

SECTION VI - TAX LEVY

That there is hereby levied upon all taxable property within said City of Yankton, South Dakota, for the purposes of providing funds to meet the lawful expenses and liabilities of the City of Yankton, South Dakota, as herein set forth for the fiscal year of 2024, a tax sufficient to raise \$3,184,774 in regular property taxes, which as received by the Finance Officer shall be credited to the General Fund, and an additional \$175,000 in opt-out property taxes which will be used for the annual debt service requirement for the Second Fire Station, and an additional \$884,043 in opt-out property taxes which will be used for the annual debt service requirement for the new aquatics center to Fantle-Memorial Park

That the Finance Officer of the City of Yankton be and hereby is authorized and directed to certify the said regular tax levy, \$3,184,774 and the opt-out levies, \$175,000 and \$884,043 to the County Auditor of the County of Yankton, South Dakota, to the end that the same may be spread and assessed as provided by law.

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: September 11, 2023

\_\_\_\_\_  
Stephanie Moser, Mayor

ATTEST :

\_\_\_\_\_  
Al Viereck, Finance Officer

Introduction and first reading: August 28, 2023

Second reading : September 11, 2023

Published in the Yankton Daily Press and Dakotan, Official Newspaper: Sept. ??, 2022

I so certify

\_\_\_\_\_  
Al Viereck  
Finance Officer

## Memorandum #23-158

TO: Mayor and City Commissioners  
FROM: Brittany Orr, Director of Human Resources & Employee Engagement  
RE: Employee Tuition Reimbursement  
DATE: August 28, 2023

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The City Commission previously discussed Employee Tuition Reimbursement Program at their meeting held on April 26, 2021. The Commission approved the program and to date we have reimbursed four employees.

We have one employee who is asking for tuition reimbursement. To keep the employee information confidential, I will be using their employee numbers as opposed to using their first and last name.

1) Employee Number 3761: \$5,921.47


Total: \$5,921.47

This amount is included in the 2023 budget.

**Recommendation: It is recommended that the City Commission approve the tuition reimbursement as listed above.**

I concur with the recommendation.

I do not concur with the recommendation.

  
\_\_\_\_\_  
Amy Leon  
City Manager

**Memorandum #23-159**

To: City Commissioners  
From: Amy Leon, City Manager *AML*  
Date: August 28, 2023  
Subject: Addendum to Collective Bargaining Agreement Wages

The City of Yankton has worked with its Collective Bargaining Unit (the American Federation of State, County and Municipal Employees AFL-CIO, Local 3968) to renegotiate our labor contract with represented employees.

AFSCME representatives and City of Yankton representatives met on July 17, 2023 to negotiate wages for next year effective 2024.

The language tentatively agreed upon is attached. Of interest, the cost of living increase for those AFSCME union eligible employees is 4% in 2024 and a step for those eligible to receive a step.

**Recommendation: It is recommended that the City Commission approve Resolution #23-45 and authorize Mayor Moser to sign the Addendum to Collective Bargaining Agreement between the City of Yankton and the American Federation of State, County, and Municipal Employees, AFL-CIO Local 3968 for wages effective January 1, 2024.**

Attachment

## **Resolution #23-45**

A Resolution Establishing Base Salary Adjustments at 4.0%, and a 1 step increase on the pay plan for American Federation of State, County and Municipal Employees AFL-CIO, Local 3968 Union Represented Eligible City Employees of the City of Yankton, South Dakota

**WHEREAS**, adequate monies have been provided for in the adopted 2024 budget, for the remuneration of services rendered by City of Yankton employees; and

**WHEREAS**, the City Commission wishes to provide a base adjustment for all American Federation of State, County and Municipal Employees AFL-CIO, Local 3968 Union represented eligible City employees of 4.0% and a 1 step increase on the pay plan;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of City Commissioners that starting with hours worked on January 1, 2024, the City Manager shall implement a base adjustment of 4.0 % for all American Federation of State, County and Municipal Employees AFL-CIO, Local 3968 Union regular full-time employees that are at or below the maximum of their respective pay range, and a 1 step increase on the pay plan for all American Federation of State, County and Municipal Employees AFL-CIO, Local 3968 Union regular full-time employees that are below the maximum of their respective pay range.

Adopted:

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Stephanie Moser  
Mayor

ATTEST:

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Al Viereck  
Finance Officer



ADDENDUM TO  
COLLECTIVE BARGAINING AGREEMENT

On the 1<sup>st</sup> day of January, 2023, a written Collective Bargaining Agreement (the "CBA") was entered into by and between the City of Yankton, a political subdivision of the State of South Dakota, hereinafter referred to as the "City," and Local 3968, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union." Pursuant to Section 23.0 of the CBA, the parties hereby agree to amend the CBA to replace Sections 13.0 and to add a new Section 13.6 to read as follows:

Section 13.0 Pay ranges and wages for Union Eligible Positions are attached hereto and incorporated herein. Effective January 1, 2024, each eligible employee will receive a Four Percent (4%) cost of living base adjustment increase and a One (1) Step increase on the pay scale, if eligible. The Parties agree that they shall negotiate wages for 2025 at a later date subject to the notice and renewal provisions of Article 26.

Section 13.6 A nonexempt employee who is a member of the Yankton Volunteer Fire Department is required to use leave (vacation or compensatory time) when responding to an "All Call" within the Yankton City limits if the response is performed within the employee's established and scheduled shift. The City of Yankton shall pay the nonexempt employee a stipend of \$30 per call for any "All Call" response during the employee's scheduled shift. This amount is in addition to the customary "call pay" stipend paid to all volunteer firefighters for responding to fire calls. Notwithstanding the foregoing, there shall be no \$30.00 stipend for responding to fire calls outside the employee's scheduled shift (for example, during vacation or holiday leave) excepting only the customary "call pay" stipend paid to all volunteers for attending fire calls.

Employees shall exercise reasonable judgment when deciding whether to respond to fire calls by considering then-current duties and exigent needs of the City. Employees shall respond to fire calls in a careful and prudent manner to protect the City, its assets and equipment, and the public.

All other provisions contained within the CBA dated January 1, 2023, are incorporated herein by this reference and remain in full force and effect.

Dated this 28<sup>th</sup> day of August,  
2023

AMERICAN FEDERATION  
OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL 3968

  
By: \_\_\_\_\_

Dated this 28<sup>th</sup> day of August, 2023.

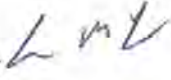
CITY OF YANKTON

\_\_\_\_\_  
By: Stephanie Moser, Mayor

Attest:

\_\_\_\_\_  
Al Viereck, Finance Officer

**Memorandum #23-160**

To: City Commissioners  
 From: Amy Leon, City Manager   
 Date: August 28, 2023  
 Subject: Addendum to Collective Bargaining Agreement Fire Call

The City of Yankton has worked with its Collective Bargaining Unit (the American Federation of State, County and Municipal Employees AFSCME, Local 3968) to renegotiate our labor contract with represented employees.

AFSCME representatives and City of Yankton representatives met on July 17, 2023 to negotiate a change in the Collective Bargaining Agreement regarding hourly employees who serve as volunteer firefighters for the City of Yankton Fire Department. To be in compliance with the Fair Labor Standards Act (FLSA), the following is the language to add to the agreement:

A nonexempt employee who is a member of the Yankton Volunteer Fire Department is required to use leave (vacation or compensatory time) when responding to an "All Call" within the Yankton City limits if the response is performed within the employee's established and scheduled shift. The City of Yankton shall pay the nonexempt employee a stipend of \$30 per call for any "All Call" response during the employee's scheduled shift. This amount is in addition to the customary "call pay" stipend paid to all volunteer firefighters for responding to fire calls. Notwithstanding the foregoing, there shall be no \$30.00 stipend for responding to fire calls outside the employee's scheduled shift (for example, during vacation or holiday leave) excepting only the customary "call pay" stipend paid to all volunteers for attending fire calls.

Employees shall exercise reasonable judgment when deciding whether to respond to fire calls by considering then-current duties and exigent needs of the City. Employees shall respond to fire calls in a careful and prudent manner to protect the City, its assets and equipment, and the public.

**Recommendation: It is recommended that the City Commission approve Resolution #23-50 and authorize Mayor Moser to sign the Addendum to Collective Bargaining Agreement between the City of Yankton and the American Federation of State, County, and Municipal Employees, AFSCME Local 3968 for addition of language for volunteer firefighters effective October 7, 2023.**

Attachment

\_\_\_\_ Roll Call

## Resolution #23-50

A Resolution Establishing a change to Collective Bargaining Agreement between American Federation of State, County and Municipal Employees AFL-CIO, Local 3968 and City of Yankton for the hourly employees who serve as volunteer firefighters for the City of Yankton Fire Department.

**WHEREAS**, to be in compliance with the Fair Labor Standards Act (FLSA), the following is the language to add to the agreement:

A nonexempt employee who is a member of the Yankton Volunteer Fire Department is required to use leave (vacation or compensatory time) when responding to an "All Call" within the Yankton City limits if the response is performed within the employee's established and scheduled shift. The City of Yankton shall pay the nonexempt employee a stipend of \$30 per call for any "All Call" response during the employee's scheduled shift. This amount is in addition to the customary "call pay" stipend paid to all volunteer firefighters for responding to fire calls. Notwithstanding the foregoing, there shall be no \$30.00 stipend for responding to fire calls outside the employee's scheduled shift (for example, during vacation or holiday leave) excepting only the customary "call pay" stipend paid to all volunteers for attending fire calls.

Employees shall exercise reasonable judgment when deciding whether to respond to fire calls by considering then-current duties and exigent needs of the City.

Employees shall respond to fire calls in a careful and prudent manner to protect the City, its assets and equipment, and the public.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of City Commissioners that an Addendum be approved to the Collective Bargaining Agreement regarding hourly employees who serve as volunteer firefighters for the City of Yankton Fire Department and that the eligible City of Yankton employees who are also volunteer firefighters shall receive a stipend of \$30.00 per call for any "All Call" response during the employee's scheduled shift, based on the language stated above which is in compliance with the Fair Labor Standards Act.

Adopted:

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Stephanie Moser  
Mayor

ATTEST:

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Al Viereck  
Finance Officer

ADDENDUM TO  
COLLECTIVE BARGAINING AGREEMENT

On the 1<sup>st</sup> day of January, 2023, a written Collective Bargaining Agreement (the "CBA") was entered into by and between the City of Yankton, a political subdivision of the State of South Dakota, hereinafter referred to as the "City," and Local 3968, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union." Pursuant to Section 23.0 of the CBA, the parties hereby agree to amend the CBA to replace Sections 13.0 and to add a new Section 13.6 to read as follows:

Section 13.0 Pay ranges and wages for Union Eligible Positions are attached hereto and incorporated herein. Effective January 1, 2024, each eligible employee will receive a Four Percent (4%) cost of living base adjustment increase and a One (1) Step increase on the pay scale, if eligible. The Parties agree that they shall negotiate wages for 2025 at a later date subject to the notice and renewal provisions of Article 26.

Section 13.6 A nonexempt employee who is a member of the Yankton Volunteer Fire Department is required to use leave (vacation or compensatory time) when responding to an "All Call" within the Yankton City limits if the response is performed within the employee's established and scheduled shift. The City of Yankton shall pay the nonexempt employee a stipend of \$30 per call for any "All Call" response during the employee's scheduled shift. This amount is in addition to the customary "call pay" stipend paid to all volunteer firefighters for responding to fire calls. Notwithstanding the foregoing, there shall be no \$30.00 stipend for responding to fire calls outside the employee's scheduled shift (for example, during vacation or holiday leave) excepting only the customary "call pay" stipend paid to all volunteers for attending fire calls.

Employees shall exercise reasonable judgment when deciding whether to respond to fire calls by considering then-current duties and exigent needs of the City. Employees shall respond to fire calls in a careful and prudent manner to protect the City, its assets and equipment, and the public.

All other provisions contained within the CBA dated January 1, 2023, are incorporated herein by this reference and remain in full force and effect.

Dated this 28<sup>th</sup> day of August,  
2023

AMERICAN FEDERATION  
OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL 3968

  
By: \_\_\_\_\_

Dated this 28<sup>th</sup> day of August, 2023.

CITY OF YANKTON

\_\_\_\_\_  
By: Stephanie Moser, Mayor

Attest:

\_\_\_\_\_  
Al Viereck, Finance Officer

**Memorandum #23-163**

**To:** Amy Leon, City Manager  
**From:** Gregg Homstad, Building Official  
**Subject:** Bid Award for Yankton Community Library Roof Repairs  
**Date:** August 21, 2023

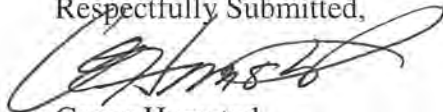
Two bids were received on August 16, 2023 for the Yankton Community Library Roof Repair Project. The scope of the project includes a base bid for the roof membrane replacement and an alternate for removal of equipment screening post mounts.

The bids received are listed below:

Boone Bros. Commercial Roofing, Sioux City, IA	
Base bid for roof replacement	\$205,400.00
Alternate for post removal	<u>\$4,900.00</u>
Total base bid with alternate	\$210,300.00
MJ Dalsin Roofing, Sioux Falls South Dakota	
Base bid for roof replacement	\$197,589.00
Alternate for post removal	<u>\$3,590.00</u>
Total base bid with alternate	\$201,179.00

The current budget amount for the project is \$225,000.00. This was increased because of recent building cost increases. It is recommended that the base bid plus alternate from MJ Dalsin Roofing of Sioux Falls South Dakota be accepted in the amount of \$201,179.00.

Respectfully Submitted,

  
 Gregg Homstad  
 Building Official

**Recommendation:** It is recommended that the base bid plus alternate from MJ Dalsin Roofing of Sioux Falls, South Dakota be accepted in the amount of \$201,179.00 as detailed in Memorandum #23-163.

I concur with this recommendation.

I do not concur with this recommendation.

  
 \_\_\_\_\_  
 Amy Leon, City Manager

cc: Dave Mingo

\_\_\_\_ Roll Call

## *Memorandum #23-165*

**To:** Amy Leon, City Manager  
**From:** Dave Mingo, AICP Community and Economic Development Director  
**Subject:** Sales Tax Agreement and Development Agreement between the City of Yankton and Investinme, LLC dba Event Central  
**Date:** August 18, 2023

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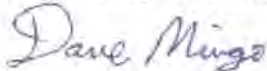
The City has been asked to consider a partial sales tax reimbursement in support of new retail establishments created on the former Yankton Mall property. Matt Evans, the owner of the property now known as “Event Central”, is requesting the City Commission approval of a sales tax rebate in an effort to help him keep rents low and make continuous improvements to the property. As with this type of rebate in the past, the proposal is a performance-based rebate that would only refund a portion of the sales taxes collected on site.

The City Commission has previously approved sales tax rebate agreements as an incentive to the development of retail projects in the community, specifically for those businesses in sectors where Yankton is experiencing retail sales leakage. This is a slightly different type of request in that it focuses on assisting with the redevelopment of a very visible underutilized piece of property rather than only targeting the reduction of retail leakage. However, there is some overlap with past policies because businesses like the movie theatre would certainly qualify as a sector where the City is experiencing retail leakage.

The attached Sales Tax Reimbursement Agreement provides the details of the proposal. It follows the percentage used in the past for this type of agreement. The language includes a one percent tax rebate incentive generated from sales by every new business created on the property after July 1, 2023. As written, the rebate would go to Event Central to keep rents low and make continuous improvements to the property and be capped at \$500,000.00. The agreement also proposes the standard ten year sunset as a second trigger to end the rebate.

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

Respectfully submitted,



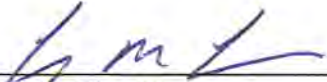
Dave Mingo, AICP  
Community and Economic Development Director



**Recommendation: It is recommended that the City Commission discuss the proposal and take action on the proposed sales tax rebate request as described in the Agreement and Resolution #23-47.**

I concur with this recommendation.

I do not concur with this recommendation.

  
\_\_\_\_\_  
Amy Leon, City Manager

**RESOLUTION #23-47**  
Sales Tax Agreement and Development Agreement

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

**WHEREAS**, the Yankton Board of City Commissioners has determined a need help facilitate the redevelopment of the former Yankton Mall know known as Event Central, located at 2101 Broadway Avenue on property legally described as:

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the City will reimburse the owners of the property, Investinme, LLC dba Event Central via Yankton Thrive per the parameters set forth in the attached Sales Tax Agreement and Development Agreement.

Adopted:

\_\_\_\_\_  
Stephanie Moser, Mayor

Attest:

\_\_\_\_\_  
Al Viereck, Finance Officer

Dave,

I have recently invested in the property at 2101 Broadway Ave, formally known as the Yankton Mall. We will now be operating under the name Event Central and plan to bring this space back to life to offer the community of Yankton a place for entertainment and shopping. We would like to offer retail space to both new and existing business owners. We feel this will bring a lot of revenue back to Yankton and help to keep our funds local.

This is a great opportunity, and I would like to ask for the City of Yankton to approve a 1% tax rebate incentive for every new business created on the property after July 1<sup>st</sup> 2023. This rebate would go to myself doing business as Event Central to keep rents low and make continuous improvements to the property. I propose that this process continue until \$500,000.00 is rebated to Event Central or until July 1, 2033, whichever comes first. I would also like to ask to be considered for any additional programs that will help us make this space great for the city of Yankton. Please feel free to contact me to discuss if need be.

Sincerely,

Matt Evans

**PERFORMANCE BASED SALES TAX AGREEMENT  
AND DEVELOPMENT AGREEMENT FOR  
INVESTINME, LLC dba EVENT CENTRAL  
BY AND AMONG  
INVESTINME, LLC dba EVENT CENTRAL,  
YANKTON THRIVE, AND  
THE CITY OF YANKTON, SOUTH DAKOTA**

This agreement (the "Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and among **INVESTINME, LLC dba EVENT CENTRAL** (hereinafter "Developer"), and the **CITY OF YANKTON, SOUTH DAKOTA**, a municipal corporation (hereinafter "City") and **YANKTON THRIVE**, a local Economic Development Corporation (hereinafter "Yankton Thrive").

**WHEREAS**, the Developer has committed to its best efforts to revitalizing the existing commercial shopping mall structure formally known as the Yankton Mall (now known as "Event Central") and outlots located at 2101 Broadway Avenue on a property legally described as:

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

(hereafter the "Property").

**WHEREAS**, the Developer plans to open or recruit into the shopping mall structure or its outlots new commercial business tenants which are not already in operation within the City of Yankton; and

**WHEREAS**, the Developer has requested financial assistance in order to make the existing shopping mall structure and outlots competitively available for new commercial business tenants; and

**WHEREAS**, a performance based reimbursement to the Developer, in manner as defined herein, by the City serves the public purpose of enabling the

Developer to succeed with refilling the shopping mall structure or the Property's outlots with commercial business tenants not previously existing within the City of Yankton, thereby improving a substantially underutilized site along the City's Broadway Avenue corridor, increasing the commercial and retail amenities available to Yankton citizens, increasing economic development in the City by adding to the sales tax base, and further serving the public purpose of utilizing existing public improvements; and

**WHEREAS**, the City is authorized to enter into this Agreement with Yankton Thrive and the Developer pursuant to SDCL §§ 9-54 and 9-12-11.

**NOW, THEREFORE**, in consideration of the mutual terms hereinafter set forth, the City, Yankton Thrive and Developer do hereby contractually agree upon the following terms and conditions:

1. **Definition of "Eligible Businesses."** "Eligible Businesses" as herein used shall refer only to: commercial businesses operating from inside the existing shopping mall structure or outlots located upon the "Property" and having been deemed by the Yankton City Manager or her designee as meeting each of the following criteria: (a) paying "City Sales Tax," and (b) newly opened for business after July 1, 2023, and (c) not having relocated into the existing shopping mall structure or outlots from another location inside the jurisdictional limits of the City of Yankton, and (d) is in a retail or business service sector demonstrably experiencing sales "leakage" (as opposed to a sales "pull factor") or because there is no existing business offering similar products or services subject to City Sales Tax within the jurisdictional limits of the City of Yankton. Any commercial business that meets criteria (a) and (b), but fails to meet criteria (c) and/or (d) may be considered an "Eligible Business" upon the passage of a resolution of the Yankton Board of City Commissioners finding that such commercial business is reasonably likely to generate "new" sales tax revenue not already generated by existing businesses elsewhere within the City of Yankton (e.g. a previously existing commercial business whose new move into the existing shopping

mall structure constitutes a substantial expansion of their existing taxable retail product or service offerings available for purchase by the public). Self-storage or any other types of storage business shall be expressly excluded as an Eligible Business, even if such business otherwise meets all requirements set forth herein. **Definition of “City Sales Taxes.”** “City Sales Taxes” as herein used refers to the municipal retail occupation sales and service tax upon the privilege of engaging in business, measured as two percent (2%) of the gross receipts as lawfully imposed by the City on the effective date of this Agreement and actually collected from Eligible Businesses in the operation of commercial businesses upon the Property after July 1, 2023.

2. **Duty of Developer.** The Developer hereby agrees to use best efforts to open and operate directly or recruit new Eligible Businesses to fill empty commercial rental space within the existing shopping mall structure and outlots upon the Property.

3. **Duty of the City.** The City agrees to use its best efforts to refrain from modifying or replacing any ordinance affecting the “City Sales Tax,” which is applicable to the Eligible Businesses operating within the existing shopping mall structure or the outlots upon the “Property,” in order to avoid the “City Sales Tax” from falling below the current threshold.

4. **Performance Based Reimbursement.** For a taxable sales period of (10) years or one hundred twenty (120) months beginning July 1, 2023 and ending June 30, 2033, or until such time that \$500,000 has been reimbursed to the Developer, whichever occurs first, the City shall reimburse to Yankton Thrive, and Yankton Thrive shall reimburse to the Developer, fifty percent (50%) of the “City Sales Tax” actually paid from all Eligible Businesses.

If approved by the City Commission and if any Eligible Business makes taxable sales prior to City Commission approval, the reimbursement will be retroactive to include City Sales Taxes paid by Eligible Businesses for the taxable sales period beginning July 1, 2023, prior to execution of this Agreement. The reimbursement will

be made annually with the reporting period ending on December 31<sup>st</sup>.

Reimbursement to the Developer shall be due within three months (3) months of the end of the year per the provisions in Paragraph 6, thus the first payment shall be due to Developer by March 31, 2024 and the final payment would be due to Developer no later than March 31, 2034. Any City Sales Taxes received above the fifty percent (50%) threshold shall not be included in the calculation for reimbursement.

5. **Reimbursement Process.** The reimbursement process, for which the parties shall use their best efforts to see that reimbursement payments are made to Developer in accordance with the timeframes set forth herein, shall be as follows:

- a. Developer shall require all applicable tenants paying City Sales Tax to provide Developer with a “SD EPath Return & Payment Confirmation” or other form of official receipt from the South Dakota Department of Revenue & Regulation in order to verify the sales tax actually paid by each Eligible Business for all taxable sales periods for which Developer seeks rebate under this agreement. Developer shall also require each such tenant to provided Developer with a photocopy of each Eligible Business’s sales tax license issued by the South Dakota Department of Revenue & Regulation in order to match each sales tax payment report with its corresponding Eligible Business. The Developer shall be solely responsible for collecting such reports and sales tax license photocopies from its Eligible Businesses, which reports shall form the exclusive basis for reimbursement as set forth herein.
- b. Developer shall provide Yankton Thrive with all sales tax license copies and all such proofs of payment of “City Sales Taxes” generated by Eligible Businesses from the existing shopping mall structure or outlots upon the “Property” no later than January 20<sup>th</sup> of each year. The information provided by the Developer to Yankton

Thrive is private, proprietary and confidential, and in no manner shall it become a public record of the City.

- c. On behalf of the Developer, Yankton Thrive shall request payment from the City of fifty percent (50%) of the City Sales Taxes derived from the Eligible Businesses and collected by the City and as reimbursement herein described (equivalent to one percent (1%) of the City's current two percent (2%) of gross sales) based only upon the Developer-collected proofs of sales taxes paid by the Eligible Businesses during the ten-year taxable sales period as tendered to Yankton Thrive. Unless City Sales Tax is separately delineated upon any proof of payment, the amount of reimbursement due shall be extrapolated from the total amount of sales taxes paid from each Eligible Business (presently equal to approximately sixteen and thirteen hundredths percent (16.13%) of total sales tax actually paid to the State of South Dakota based upon a combined City and State sales tax rate of 6.2%).
- d. The City shall deliver the sales tax reimbursement to Yankton Thrive, which shall provide the same to the Developer.
- e. In the event that Yankton Thrive ceases to exist, or is unwilling or unable to perform its duties and obligations under this agreement, then the City shall partner with a similar entity to fulfill the third-party obligations as undertaken by Yankton Thrive, as provided for under South Dakota law.

6. **Reimbursement Cap.** In no event will reimbursement by the City to the Developer through Yankton Thrive pursuant to this Agreement exceed five hundred thousand dollars (\$500,000.00) derived over a maximum taxable sales period of ten (10) years beginning July 1, 2023 and ending June 30, 2033.



7. **City's Budget.** The City will make the payments set forth in this Agreement and such payment will be budgeted and appropriated for the purposes set forth herein during the City's then current fiscal year. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City.

8. **Specific Default.** Subject to any applicable cure periods, the following conditions, occurrences or actions will constitute a default by the Developer during the Term of this Agreement:

- a. Developer's insolvency, the appointment of a receiver for the Developer, or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer, or
- b. For property owned by the Developer, foreclosure of any lien against all or a portion of the described "Property" or assignment or conveyance of the "Property" in lieu of foreclosure.

9. **General Default.** In addition to specific default provisions identified in paragraph seven (7) herein, failure or delay by a party to perform any term or provision of this Agreement, after receiving written notice and failing to cure, as set forth below, constitutes a default under this Agreement. A party claiming default (the "Claimant") shall give written notice of default to the other party, specifying the default complained of.

10. **Cure Period.** The Claimant shall not institute proceedings against another party, nor be entitled to damages, if the other party, within fourteen (14) days after receipt of such written notice, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice or, if such cure,

correction, or remedy cannot reasonably be completed within thirty (30) days, it is diligently and continuously pursued until completion thereof.

11. **Notices.** Written notices, demands and communications between the City, Yankton Thrive, and the Developer shall be sufficiently given by personal service or dispatched by first class mail, registered or certified mail, postage prepaid, return receipt requested, or overnight courier, to the principal offices of the City, Yankton Thrive or the Developer. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may designate from time to time by mail as provided in this paragraph. Notwithstanding anything to the contrary herein, notice personally served shall be deemed to have been received as of the date of such service or the date service is refused if written verification thereof is received from messenger service attempting such delivery.

12. **Venue.** Any legal actions related to or arising out of this Agreement must be instituted in the Circuit Court of Yankton County, South Dakota.

13. **Law Governing.** The laws of the State of South Dakota shall govern the interpretation and enforcement of this Agreement, without giving effect to the choice of law rules thereof.

14. **Cumulative Remedies.** Except as otherwise expressly stated in this Agreement, the right and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

15. **Waiver.** Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive a party of its right to institute and to maintain any action or proceedings which it may deem necessary to protect, to assert or to enforce any such rights or remedies.

16. **Amendments.** The Developer and the City agree to mutually consider reasonable requests for amendments to this Agreement which may be made by either or both of the parties, provided said requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

17. **Brokers.** The City shall not be liable for any claims of brokers, agents or finders, licensed or unlicensed, and all such claims of real estate or other consultants which exist or may arise with respect to the “Development.”

18. **Severability.** It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws of South Dakota, and the unenforceability (or modification to conform to such laws or public policies) of any provision hereof shall not render them unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portion thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

19. **Counterparts.** This Agreement is may be executed in counterparts, which when all necessary signatures are taken together, shall be deemed a fully executed agreement.

20. **Integration & Amendments.** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or part of the subject matter hereof. All amendments must be in writing executed by the appropriate authorities of the City, Yankton Thrive, and the Developer.

21. **Headings.** The title of each Article and the headings or titles preceding the text of the Sections are inserted solely for convenience of reference and shall not

constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

22. **Scriveners.** The parties have participated jointly in the negotiation and drafting of this Agreement. Developer is a sophisticated business person. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement.

23. **Authority.** Both parties covenant that they have authority to enter into this agreement. In addition, the Developer, and Yankton Thrive covenant that they are in good standing in their jurisdiction of creation.

24. **Assignment.** Developer may not assign or pledge any of its rights hereunder without the prior written consent of the City. If Developer should transfer ownership of any portion of the Property containing the existing shopping mall structure or outlots located upon the Property to any other owner without obtaining the City's prior consent to assignment, then this Agreement shall automatically terminate as to that portion of the Property for which ownership has transferred.

{REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK}

In witness whereof, the parties have executed this agreement the  
23rd day of August, 2023.

INVESTINME, LLC dba EVENT  
CENTRAL

Matt Evans

By: Matthew Evans  
Its: Member

---

YANKTON THRIVE

Brian Curran

By:  
Its: Director of Finance

---

CITY OF YANKTON

\_\_\_\_\_  
By: Stephanie Moser  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

Approved by Resolution # \_\_\_\_\_, passed on \_\_\_\_\_, 2023.

**Memorandum #23-166**

**To:** Amy Leon, City Manager  
**From:** Bradley Moser, Civil Engineer  
**Subject:** Change Orders Number 2 & 3 for the Mead Property Development Project  
**Date:** August 22, 2023

Attached is City of Yankton Construction Change Orders No. 2 & 3 for the Mead Property Development. If approved, it would result in a net decrease of \$1,253.56 for the project.

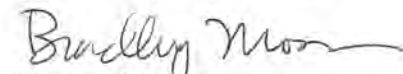
Change Order #2 reflects the need to remove and replace additional asphalt at what will be the Highway 50 and First Dakota Drive intersection. The other item on this change order is for salvaged base course. Although this is a cost increase initially, salvaging the existing base course for reuse will decrease the final amount of new material needed for the project, which should be a small net decrease overall. Change Order #2 provides for a cost increase of \$5,090.94.

A good portion of Change Order #3 deals with abandoning the existing irrigation and installing new irrigation in the intersection of 33<sup>rd</sup> Street and Broadway Avenue. The existing median will be reconstructed to provide a turn lane for the north bound traffic. Doing so requires relocating irrigation and providing a new supply line to the system. The remainder of the change order is primarily adjustments in sanitary sewer quantities. The cost change associated with items on Change Order #3 results in a decrease of \$6,344.50 for the project.

Change Order #3 also provides an additional 16 calendar days to the contract time. The majority of this time will be utilized for fine grading the site.

City staff has reviewed Change Order No. 2 & 3 and recommend they be approved for a project net decrease of \$1,253.56 as well adding an additional 16 calendar days to the contract period.

Respectfully submitted,



Bradley Moser  
Civil Engineer

**Recommendation:** It is recommended that the City Commission approve Change Orders No. 2 and No. 3 for the Mead Property Development project as detailed in Memorandum #23-166.

I concur with this recommendation.

I do not concur with this recommendation.



\_\_\_\_\_  
Amy Leon, City Manager

cc: Adam Haberman (electronic)  
file

\_\_\_\_ Roll Call

## City of Yankton Construction Change Order No. 2

Original Contract Amount:	\$ 3,482,296.90	Project Name:	Mead Property Development			
Net Change by Previous CCOs:	\$ 110,004.70	Contractor Name:	Slowey Construction, Inc.			
Increase/Decrease this CCO:	\$ 5,090.94	SEI No.:	22046			
Current Contract Amount:	\$ 3,597,392.54					

All CCO's must comply with South Dakota Codified Law 5-18B-19. To view the law in its entirety: <http://legis.state.sd.us/statutes/index.aspx>.  
The following change in plans and/or specifications for the subject project is hereby made. Attach supporting documents as required.

Line	Item(s) or RFP #	Description of Proposed Work	Justification	Cost
1	23	Remove Asphalt Concrete Pavement 5 SY @ \$2.00/SY	Additional removal required for pavement repair.	\$ 10.00
2	119	Asphalt Patch 5 SY @ \$340.00/SY	Additional removal required for pavement repair.	\$ 1,700.00
3	141	Place Salvaged Base Course 375.66 TON @ \$9.00/TON	Additional gravel salvaged and placed.	\$ 3,380.94
4				
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18				

See Attachment for Quantities and/or Justifications: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Net Increase/Decrease this Change Order:	\$ 5,090.94
--	--	-------------

Original Completion Date:	Substantial: 9/1/23 Final: 14 calendar days	Net Time Change of Previous CCO's:	15 calendar days	Time Change Due On This Change Order:	0 calendar days	Revised Contract Completion Date:	Substantial: 9/16/23 Final: 14 calendar days
Time Extension Justification:							

The changes contained in this Construction Change Order are made in accordance with the provisions of the contract for subject project, and when accepted by the Contractor and upon approval by the City of Yankton, shall become part of said contract.

	Date	Signature
Architect/Engineer Recommendation	7/19/23	<i>Eric Derichsen</i>
Contractor Acceptance	7/19/23	<i>Dan R. Long</i>
Mayor Approval		

## City of Yankton Construction Change Order No. 3

Original Contract Amount:	\$ 3,482,296.90	Project Name:	Mead Property Development			
Net Change by Previous CCOs:	\$ 115,095.64	Contractor Name:	Slowey Construction, Inc.			
Increase/Decrease this CCO:	\$ (6,344.50)	SEI No.:	22046			
Current Contract Amount:	\$ 3,591,048.04					

All CCO's must comply with South Dakota Codified Law 5-18B-19. To view the law in its entirety: <http://legis.state.sd.us/statutes/index.aspx>.

The following change in plans and/or specifications for the subject project is hereby made. Attach supporting documents as required.

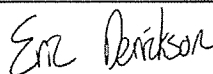
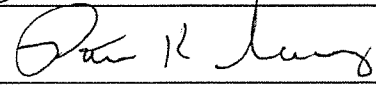
Line Item(s) or RFP #	Description of Proposed Work	Justification	Cost
1 33	Clear & Grub Tree 1 EA @ \$275.00/EA	Additional tree removed.	\$ 275.00
2 41	8" Sewer Pipe 8'-10' Deep 72 LF @ \$43.00/LF	8'-10' Deep instead of 10'-12' Deep	\$ 3,096.00
3 42	8" Sewer Pipe 10'-12' Deep -67 LF @ \$48.00/LF	5 LF additional for installed quantity 72 LF less due to 8'-10' quantity swap	\$ (3,216.00)
4 43	8" Sanitary Sewer Carrier Pipe -5 LF @ \$87.00/LF	As-Build Quantity	\$ (435.00)
5 45	16" Casing Pipe -5 LF @ \$110.00/LF	As-Build Quantity	\$ (550.00)
6 46	Trenchless Sanitary Sewer Construction -5LF @ \$373.00/LF	As-Build Quantity	\$ (1,865.00)
7 65	24" Steel Casing Pipe -5LF @ \$127.00/LF	As-Build Quantity	\$ (635.00)
8 66	12" Water Carrier Pipe -35LF @ \$141.00/LF	As-Build Quantity	\$ (4,935.00)
9 67	Trenchless Water Main Construction -5LF @ \$383.00/LF	As-Build Quantity	\$ (1,915.00)
10 142 (new) RFP#8	Sanitary Sewer Bedding Material Substitute 2,276LF @ -\$4.50/LF	Material substitution, cost savings.	\$ (10,242.00)
11 143 (new) RFP#5	Abandon Existing Irrigation Piping 1LS @ \$500.00/LS	Abandon & install median irrigation supply line.	\$ 500.00
12 144 (new) RFP#5	1" Copper Type-K 109LF @ \$15.00/LF	Abandon & install median irrigation supply line.	\$ 1,635.00
13 145 (new) RFP#5	8"x1" Tapping Saddle & Corporation Stop 1EA @ \$350.00/EA	Abandon & install median irrigation supply line.	\$ 350.00
14 146 (new) RFP#5	Trenchness Water Service Construction 109LF @ \$50.00/LF	Abandon & install median irrigation supply line.	\$ 5,450.00
15 147 (new) RFP#5	1" Curb Stop & Box 1EA @ \$350.00/EA	Abandon & install median irrigation supply line.	\$ 350.00
16 148 (new) RFP#5	6" Concrete Median 662SF @ \$8.75/SF	Abandon & install median irrigation supply line.	\$ 5,792.50
17			
18			

See Attachment for Quantities and/or Justifications:  Yes  No

Net Increase/Decrease this Change Order: \$ (6,344.50)

Original Completion Date:	Substantial: 9/1/23 Final: 14 calendar days	Net Time Change of Previous CCO's:	15 calendar days	Time Change Due On This Change Order:	16 calendar days	Revised Contract Completion Date:	Substantial: 10/1/23 Final: 14 calendar days
Time Extension Justification:	RFP#5 and RFP#7						

The changes contained in this Construction Change Order are made in accordance with the provisions of the contract for subject project, and when accepted by the Contractor and upon approval by the City of Yankton, shall become part of said contract.

	Date	Signature
Architect/Engineer Recommendation	8-17-23	
Contractor Acceptance	8/15/23	
Mayor Approval		



**Memorandum #23-167**

**To:** Amy Leon, City Manager  
**From:** Bradley Moser, Civil Engineer  
**Subject:** Change Order Number 1 for the North Hangar Taxilanes, Access Road and Runway 20 Taxiway Turnaround  
**Date:** August 22, 2023

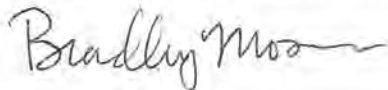
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Attached is Change Order No. 1 for the Chan Gurney Airport North Hangar Taxilane, Access Road and the Runway 20 Taxiway Turnaround project. If approved, it would result in a net increase of \$1,471.53 for the project.

This increase was the result of an oversight in the design. The plans didn't include sawing and removal of the existing curb prior to installing the new access onto Douglas Avenue. Therefore, Change Order #1 provides for that additional work.

City staff has reviewed Change Order No. 1 and recommend it be approved in the amount of \$1,471.53.

Respectfully submitted,

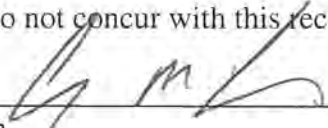


Bradley Moser  
Civil Engineer

**Recommendation:** It is recommended that the City Commission approve Change Order No. 1 for the Chan Gurney Airport project in the amount of \$1,471.53 as detailed in Memorandum #23-167.

I concur with this recommendation.

I do not concur with this recommendation.

  
\_\_\_\_\_  
Amy Leon  
City Manager

cc: Adam Haberman (electronic)  
file

\_\_\_\_ Roll Call

**Change Order No.** 1  
**Date** July 21, 2023



**Airport Name** Chan Gurney Municipal Airport  
**Location** Yankton, South Dakota  
**Contract Description** Construct North Hangar Taxilanes, Access Road, and Runway 20 End Taxiway Turnaround  
**Contract Date** May 24, 2023

**BIL-AIG Project #** 3-46-0062-037-2022  
**AIP Project #** 3-46-0062-038-2022  
**KLJ Project #** 2305-00275

**Owner**  
 City of Yankton  
 416 Walnut Street  
 Yankton, SD 57078

**Contractor**  
 Double H Paving, Inc.  
 27275 Verhey Place  
 Tea, SD 57064

**Engineer**  
 KLJ Engineering LLC  
 5110 East 57th Street  
 Sioux Falls, SD 57108

**General Reason for Change (quantify and explain details in sections 2 and 3)**

Bid item CO1-1 Remove Concrete Curb and Gutter

	BIL-AIG 037-2023	AIP 038-2023	Total
	Schedules 2 & 3	Schedules 1 & 4	
Total Contract Amount Prior to this Change Order	\$ 347,024.60	\$ 1,123,329.25	\$ 1,470,353.85
Change Resulting from this Change Order	1,471.53	-	1,471.53
Total Contract Amount After this Change Order	\$ 348,496.13	\$ 1,123,329.25	\$ 1,471,825.38

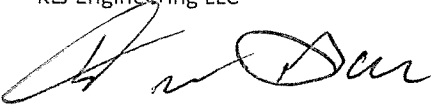
Calendar Days	
Calendar days prior to this Change Order	70
Change resulting from this Change Order	0
Revised calendar days from this Change Order	70

Change Order approved by:

7/21/2023  
 Date

  
 KLJ Engineering LLC

7/24/2023  
 Date

  
 Double H Paving, Inc.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 City of Yankton

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 SDDOT

## *Memorandum #23-168*

To: Amy Leon, City Manager  
From: Dave Mingo, AICP Community Development Director  
Subject: Offer to Purchase 4.14 Acres in Airport Addition  
Date: August 22, 2023

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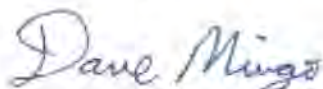
Attached is an offer to purchase approximately 4.14 acres of City owned property in Airport Addition known as Lots 6 and 7. The property is the Broadway Avenue frontage land across the street to the north of Culvers. The third party making the offer is Elkhorn Valley Bank and Trust. The offer is for \$275,000 for the two lots which equals \$66,666 per acre.

You may remember that the property is under a five year Right of First Refusal (ROFR) with Mr. Dave Hertz from Midwest Rentals. He acquired the ROFR at the time he purchased the City owned land to the east of the location for the new Midwest Rentals / Clark's Rentals project currently under construction. The contracted price for the sale to Mr. Hertz, should he choose to execute the ROFR, is \$265,000 for the two lots which equals slightly over \$65,000 per acre. The ROFR price established in the contract with Mr. Hertz is not negotiable at this time as it is part of the previously approved contract.

If approved, and if the ROFR is not executed by Mr. Hertz, Elkhorn Valley Bank and Trust plans to construct a new bank at the location. Attached are images of other Elkhorn Valley facilities in the region and they plan to construct something similar in Yankton. Covenants for the property (attached) have already been approved by the City Commission as a part of the previous Airport Addition sale.

South Dakota Codified Law provides for the transfer of land for the purposes of economic development from a city to a local development corporation. Yankton Thrive has assisted us with these types of transfers in the past where they serve as a pass through agent and do not receive any financial gain. The agreement includes the standard claw-back provisions if development does not occur. City ordinance requires a vote of two-thirds of the City Commission to approve a land sale of this nature. As with other recent land sales in the area, it is recommended that if approved, the proceeds from the sale be utilized to help pay down the debt from the Human Services Center land purchase.

Respectfully submitted,



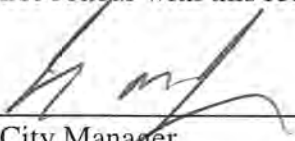
Dave Mingo, AICP  
Community and Economic Development Director

\_\_\_\_\_ Roll Call (requires super majority for approval)

**Recommendation:** It is recommended that the City Commission discuss the offer and take action on the proposed Real Estate Purchase Agreement. If approved, it is also recommended that the City Manager be authorized to execute all documents associated with the ROFR and / or Purchase Agreement as described therein.

I concur with this recommendation.

I do not concur with this recommendation.

  
\_\_\_\_\_  
Amy Leon, City Manager

\_\_\_\_ Roll Call (requires super majority for approval)

**RESOLUTION #23-53**

WHEREAS, the City of Yankton owns property known as Lot 6 and Lot 7, Airport Addition to the City of Yankton, and

WHEREAS, Yankton Thrive is offering to purchase Lot 6 for \$115,000 and Lot 7 for \$150,000 (\$265,000 combined), and

WHEREAS, said transfer to Yankton Thrive is contingent upon the subsequent transfer to a third party as described in the associated agreement with said third party offer being a bona fide offer as described in the current Right of First Refusal that applies to the property, and

WHEREAS, the Yankton Board of City Commissioners desires to sell the described land for the long term goal of community and economic development.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota hereby agrees to transfer the described property to Yankton Thrive for the purpose of sale to a third party, and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute all documents associated with the described transfer subject to the provisions of the current Right of First Refusal.

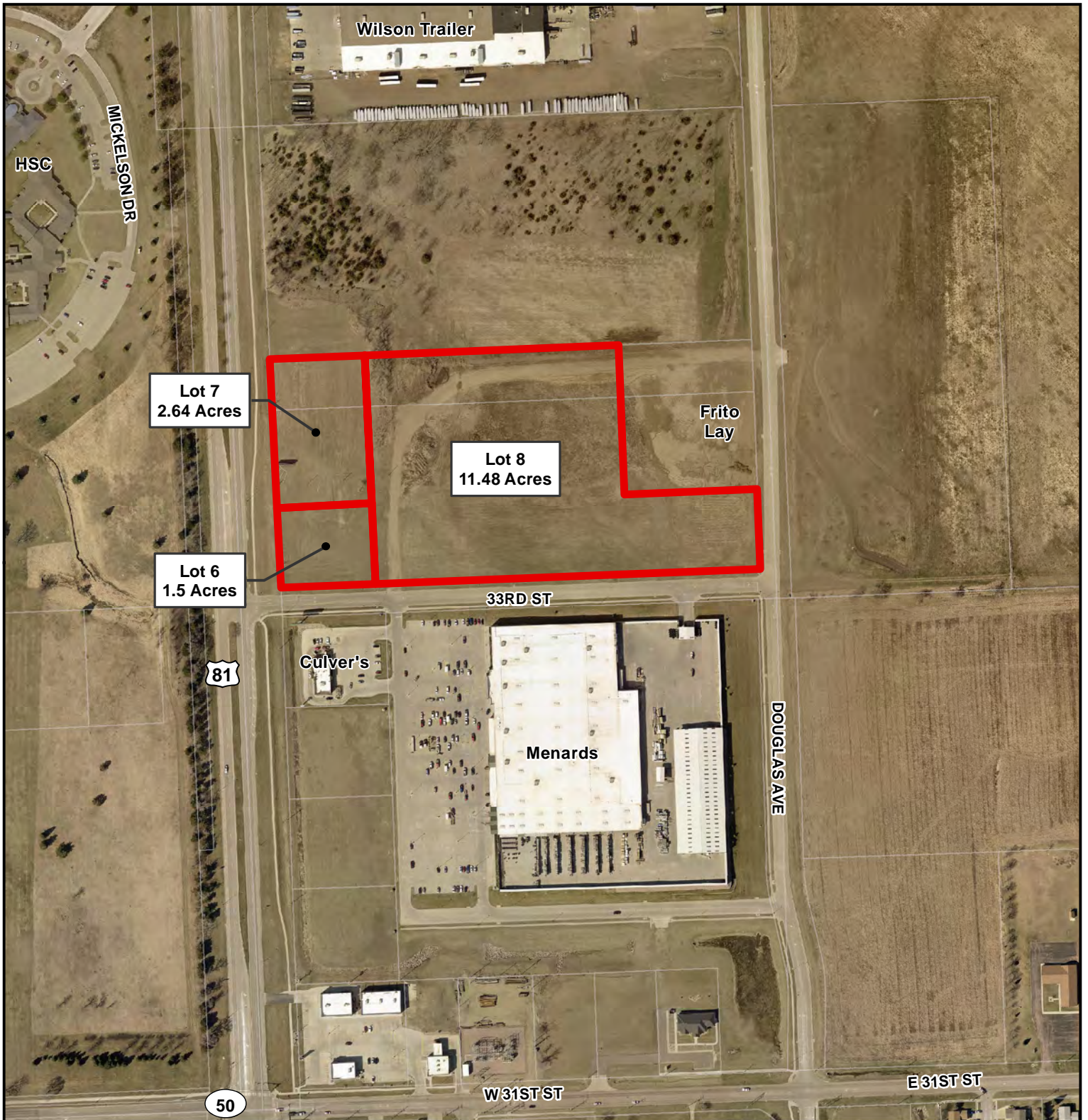
Lot 6 and Lot 7, Airport Addition to the City of Yankton, City and County of Yankton, South Dakota as depicted on the attached "Exhibit A." The Legal description shall be updated to reflect the insurable legal description contained within the owner's policy of title insurance.

Adopted:

\_\_\_\_\_  
Stephanie Moser, Mayor

ATTEST:

\_\_\_\_\_  
Al Viereck, Finance Officer



# City of Yankton

## City Owned Airport Addition Lots

## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into as of \_\_\_\_\_, 2023 by and between the City of Yankton, a South Dakota municipal corporation (“Seller”), and Yankton Thrive, Inc., a South Dakota nonprofit development corporation (“Buyer”).

### WITNESSETH:

**WHEREAS**, Seller is currently the owner of approximately 1.5 acres of real property identified as Lot 6 and approximately 2.64 acres of real property identified as Lot 7 on the Plat attached hereto as Exhibit A, hereafter the “Property”.

**WHEREAS**, Seller desires to sell and transfer the Property to Buyer, and Buyer desires to purchase the Property from Seller so that the Property may be used for development purposes.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Conveyance.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property, in fee simple, free and clear of all encumbrances except easements, covenants, and restrictions of record as of the date hereof, by good and sufficient warranty deed. Both of the lots that make up the Property are being purchased herein as a single inseparable unit. Buyer acknowledges that the Property is subject to the Covenants attached hereto as Exhibit B, which shall be filed with the Yankton County Register of Deeds prior to closing, as well any other covenants of record. Seller represents and Buyer acknowledges drivable legal access to the Property is via a forty foot (40’) easement for ingress and egress located upon adjacent Lot 8 running from the Property to West 33<sup>rd</sup> Street as depicted on the plat attached hereto as Exhibit A.

2. **Personal Property.** No personal property is included in the sale contemplated by this Agreement.

3. **Purchase Price.** In consideration of the conveyance of the Property by Seller, Buyer agrees to pay to the Seller in full at Closing:

- a. For the Lot 6 portion of the Property, Buyer shall pay Seller the sum of One Hundred Twenty-one Thousand Dollars (\$121,000.00); [NOTE: If

*Midwest Rentals, LLC exercises its right to purchase in accordance with paragraph 6 below, the purchase price for this Lot shall be One hundred Fifteen Thousand Dollars (\$115,000.00)]*

- b. For the Lot 7 portion of the Property, Buyer shall pay Seller the sum of One Hundred Fifty-five Thousand Dollars (\$155,000.00); *[NOTE: If Midwest Rentals, LLC exercises its right to purchase in accordance with paragraph 6 below, the purchase price for this Lot shall be One Hundred Fifty Thousand Dollars (\$150,000.00)]*

4. **Real Estate Taxes.** Due to the City's exempt status, no real property taxes must be paid or prorated through the date of closing. All real property taxes assessed for 2023 (payable in 2024) on and after the date of closing shall be paid by Buyer or its successors in interest as the same become due.

5. **As-Is.** Buyer acknowledges that the Property is currently an unimproved vacant lot. Buyer has had an opportunity to inspect the Property and agrees to purchase the Property in its “as-is” condition, with no representations or warranties as to the condition of the Property from Seller. Buyer’s third-party purchaser shall be responsible for all expenses related to grading the Property, and for all other site development costs, including all costs necessary to bring utility services to the Property.

6. **Right of First Purchase Contingency.** Buyer acknowledges that the Property is subject to a right to purchase held by Midwest Rentals, LLC, a South Dakota limited liability company (“Midwest Rentals”). Buyer further understands that Seller has an obligation to transmit this Offer to Midwest Rentals as a condition of its acceptance by Seller. Seller shall provide Buyer with a copy of its transmittal of this Offer to Midwest Rentals within five (5) calendar days of its delivery to Midwest Rentals. If Midwest Rentals elects to purchase the Property, this offer by Buyer shall become the Agreement that governs all terms of purchase by Midwest Rentals, excepting only the pre-negotiated purchase prices for Lots 6 and 7.

7. **Due Diligence Contingency.** Seller shall notify Buyer within three (3) business days of Seller receiving notification from Midwest Rentals regarding the exercise of its right to purchase. If Midwest Rentals declines to purchase the Property, Buyer shall thereafter have an opportunity to conduct its due diligence regarding the Property as follows:

- a. Buyer, together with its authorized agents, representatives, consultants, and engineers, including those of the Buyer’s Third Party Purchaser,



(collectively, the “Buyer Parties”) shall have the right, at Buyer’s sole cost and expense and within sixty (60) calendar days after Seller notifies Buyer that Midwest Rentals has declined its options (the “Effective Date”) (such period being hereinafter referred to as the “Due Diligence Period”), to conduct or cause to be conducted any and all tests, inspections, reviews, assessments or evaluations of the Property, including without limitation engineering, topographic, soils, zoning, wetlands and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by Buyer), and economic feasibility and financial availability analyses (collectively, the “Inspections”), as Buyer deems necessary, desirable or appropriate to determine whether the Property is suitable for purchase by Buyer in Buyer’s sole discretion.

- b. Seller shall reasonably cooperate with Buyer in connection with Buyer’s reviews and investigations of the Property during the Due Diligence Period, including by giving the Buyer Parties reasonable access to the Property and making available to the Buyer Parties copies of all title information, surveys, engineering reports, and environmental information relating to the Property in the possession or within the control of Seller.
- c. Buyer shall hold Seller harmless from and against any and all loss, cost or damage arising out of or related to the exercise by Buyer of its rights under this Section 4.
- d. Seller shall have no obligations or liabilities to Buyer in connection with the Inspections or the results of the Inspections.
- e. In conducting any physical inspections, the Buyer Parties shall perform or cause such inspections to be performed in a good and workman like manner.
- f. If the Inspections reveal any condition(s) which renders the Property unsuitable for purchase by Buyer, Buyer may, in its sole and absolute discretion, terminate this Agreement upon written notice to Seller delivered no later than the close of business on the fifth (5<sup>th</sup>) business day after the expiration of the Due Diligence Period. In the event Buyer terminates this Agreement, Buyer shall restore the Property to its condition immediately prior to the Inspections (which obligation shall survive the termination of this Agreement) and upon such restoration of

the Property, neither party shall have any further rights or obligations hereunder except as otherwise expressly provided herein. In the event this Agreement is terminated, Buyer will return to Seller any and all documents and analysis obtained during the Due Diligence Period and Buyer agrees that it will not utilize the results of such due diligence for any other purpose.

8. ***Additional Conditions Precedent.*** Closing is contingent upon the following events:

- (a) *Closing.* Closing shall occur as soon as possible and ideally prior to or on December 31, 2023. However, if the closing agent cannot close this transaction on or before December 31, 2023, then the parties may extend the closing only if they both agree to do so in writing.
- (b) *Sale to Third Party.* Buyer has represented that it intends to resell to a developer to develop the Property in accordance with paragraph 12 below. This Agreement shall be contingent upon the Buyer entering into a Purchase Agreement with a third-party purchaser for the Property and the successful closing of such Agreement contemporaneously with this Agreement. Failure of this condition shall result in the termination of this Agreement.
- (c) *Title Insurance.* Prior to closing, Seller shall deliver to Buyer evidence of title in the form of a current commitment for an Owner's Policy of Title Insurance (the "Title Commitment") setting forth the state of title to the Real Property, the cost of which will be divided equally between Buyer and Seller. Buyer shall give Seller written notice of Buyer's receipt of the Title Commitment of any objections to the condition of the title as reflected by the Title Commitment. If Seller fails to resolve all objections within 14 days following Seller's receipt of the objection, Buyer shall have the option to terminate this agreement.

9. ***Warranties of Seller.*** Seller covenants, warrants and represents as follows:

- (a) At the time of closing, Seller shall be the owner of all right, title and interest in and to the Property and shall have the legal right and ability to transfer and convey all such right, title and interest in and to the Property; and

- (b) Seller shall, at closing, convey the Property to Buyer in fee simple as by good and sufficient Warranty Deed, free and clear of all encumbrances except easements, covenants, and restrictions of record.

10. **Possession.** Unless otherwise provided for herein, Buyer shall have possession of the Property at closing and upon payment of the full purchase price.

11. **Allocation of Transaction Expenses.** All fees associated with recording any deed or mortgage shall be paid by the Buyer. All transfer fees shall be paid by the Seller. All fees charged by the closing agent shall be split equally between the parties. All transaction expenses allocated to Buyer herein or to the Seller in any Purchase Agreement entered into with a third-party purchaser for the Property shall be paid by the Buyer and the third-party purchaser pursuant to the terms of the Purchase Agreement with the third-party purchaser. The parties agree and acknowledge that there are no brokers commission due and owing pursuant to this Agreement.

12. **Development Plan, Construction, and Use.** Buyer has represented that it intends to resell the Property to a Third Party Purchaser to develop the Property for commercial business purposes consistent with the Exhibit B Covenants and the applicable zoning ordinance. Buyer acknowledges that this Agreement is, in part, based upon the Third Party Purchaser's intended development plans for the Property. As a condition of closing, the Third Party Purchaser shall provide elevation architectural drawings or demonstrative illustrations of the proposed structures to be built upon the Property, and all structures shall be constructed in a manner consistent with what is depicted in the drawings or illustrations. The site layout, exterior design, aesthetics, and character of construction shall be subject to prior approval by Yankton's City Manager in her or his sole discretion as a condition of closing and issuance of any building permit. Each structural addition later constructed upon the Property shall retain the same style of exterior design, aesthetics, and character of construction to the original approved structures, and shall also require similar prior review and approval by the Yankton City Manager in her or his sole discretion as a condition of obtaining a building permit and commencement of such future construction.

Additionally, Buyer's Third Party Purchaser shall be responsible for reimbursing Midwest Rentals one half (1/2) of the costs of the hard surface roadway constructed upon the access easement on Lot 8 lying adjacent to the east of the Property to be paid *pro rata* based on running footage as actually constructed adjacent to the Property.

13. ***Development Timeline and Option to Repurchase.*** Construction of the development improvements shall begin within one (1) year of the closing date and all approved structures shall be substantially completed within twenty-four (24) months thereafter. If conditions outside of the Third Party Purchaser's reasonable control prevent the Third-Party Purchaser from meeting the construction deadlines for development, including, but not limited to circumstances caused by a pandemic, war, or acts of God, the third-party purchaser may request an extension, which shall not be unreasonably denied by the City of Yankton. Unless the construction deadline is extended in the manner set forth herein, if Buyer's Third Party Purchaser fails to commence or substantially complete construction of the approved structures and improvements as set forth herein, the City of Yankton shall have the option to repurchase the Property. If the Third Party Purchaser's approved structures and development upon the property leaves any developable portion of the Property undeveloped within the same time frames, the City shall also have the option to repurchase the undeveloped portion of the Property. These conditions shall be binding upon the Third Party Purchaser, its successors, and assigns.

The City's purchase price for the Property shall be equal to \$276,000.00 [~~\$265,000.00 if purchased by Midwest Rentals~~] plus only those expenses incurred by the third-party purchaser to improve or install underground services, utilities, or other site preparation infrastructure within the Property being repurchased, if any. If the City elects to purchase only an undeveloped portion of the Property, the purchase price shall be reduced *pro rata* for the acreage so repurchased. If the option is exercised, all improvements and landscaping upon the portion of the Property so repurchased shall become the property of the City of Yankton. To allow for enforcement of these rights, the Warranty Deed issued to Buyer shall include an irrevocable option containing the foregoing terms exercisable by the City of Yankton, which shall be recorded with the Register of Deeds as a property right granted to the City, which shall run with the land.

14. ***Time of the Essence.*** It is expressly understood and agreed by the parties that time is of the essence in this Agreement.

15. ***Benefit.*** This Agreement shall inure to the benefit of and be binding upon the parties and also upon their respective heirs, representatives, successors and assigns.

16. ***Governing Law.*** This Agreement and all obligations created hereunder or required to be created hereby shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota.

17. **Execution of Additional Documents.** The parties hereto agree to execute any and all additional documents necessary to effectuate the terms and conditions of this Agreement.

18. **Integration.** Both parties agree that this agreement contains the entire understanding between and among the parties, both written and oral, and supersedes any prior understanding and agreements among them, both written and oral, respecting the subject matter of this agreement.

19. **Modification.** This agreement shall not be modified, amended or supplemented without an authorized, written agreement between the parties.

20. **Severability.** If any portion of this agreement is found to be unenforceable for any reason, then the remainder shall remain in full force and effect.

21. **Counterparts.** This agreement may be executed in several counterparts, which taken together shall be deemed an original, and said counterparts constitute but one and the same instrument, Photocopies and facsimile reproductions of the executed original and/or counterparts thereof shall be treated the same as an original.

15. **Method of Providing Notice.** Any notice, request, demand or consent required or permitted to be given under this Agreement shall be in writing and shall be effective when transmitted and confirmation of receipt is obtained for email transmissions; when delivered personally; one business day after sent by recognized overnight courier; or 5 calendar days after sent by mail, first class, postage prepaid; in each case to the following address:

If to Seller to:           City of Yankton  
                                  Attn: City Manager Leon  
                                  416 Walnut St.  
                                  Yankton, SD 57078

With a copy to:           Ross Den Herder, City Attorney  
                                  Den Herder Law Office P.C.  
                                  329 Broadway Ave.  
                                  Yankton, SD 57078  
                                  Email: rossdenherder@dhlaw.co

If to Buyer to:           Yankton Thrive, Inc.  
                                  Attn: Finance Dir. Brian Steward  
                                  803 East 4th St.

Yankton, SD 57078  
Email: [brian@yanktonsd.com](mailto:brian@yanktonsd.com)

or at such other address as either party shall specify by notice to the other.

22. **Warranty of Authority.** City Manager Amy Leon warrants she is authorized to execute all documents necessary to effectuate this Agreement on behalf of the City of Yankton. Finance Director Brian Steward warrants he is authorized to execute all documents necessary to effectuate this Agreement on behalf of Yankton Thrive, Inc.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the date and year first above written.

**BUYER**

**SELLER**

**Yankton Thrive, Inc.**

**City of Yankton**

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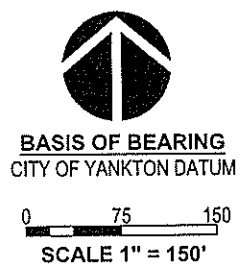
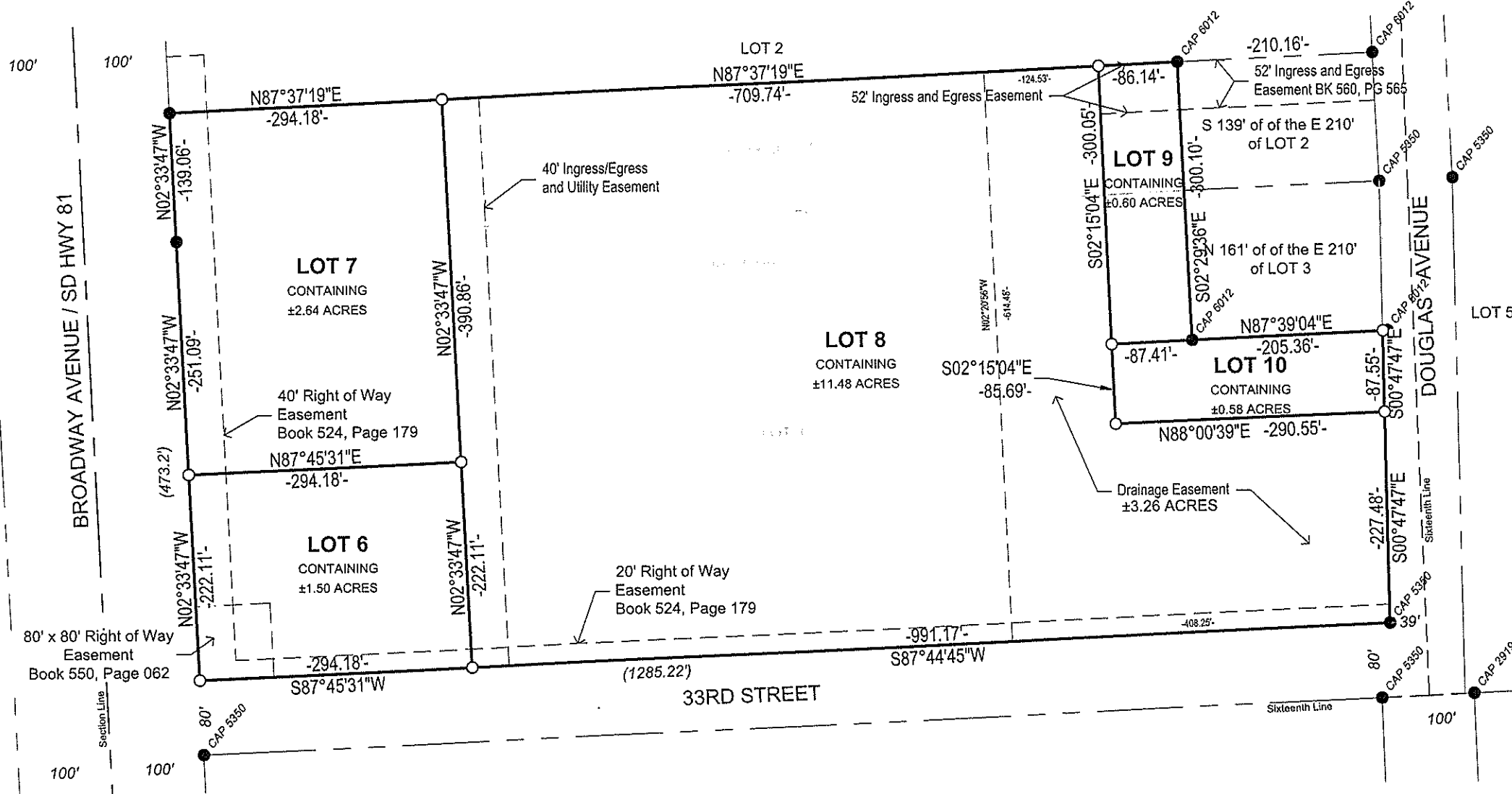
By: Brian Steward  
Its: Finance Director

---

By: Amy Leon  
Its: City Manager

**PLAT OF**  
**LOTS 6 - 10, AIRPORT ADDITION TO THE CITY OF YANKTON, SOUTH DAKOTA**  
 (A portion of Lots 2 and 3 of Airport Addition to the City of Yankton, Yankton County, South Dakota recorded in Book S6 of Plats on Page 30B)  
**CONTAINING 16.80 ACRES MORE OR LESS**

Exhibit A



- LEGEND:**
- FOUND CORNER AS NOTED
  - SET REBAR W/CAP LS 5350
  - (1320.25') RECORD DISTANCE FROM PLAT OR DEED

**SURVEYOR'S NOTES**

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT PURPORT TO SHOW EASEMENTS OF RECORD, IF ANY.

**SURVEYOR'S CERTIFICATE**

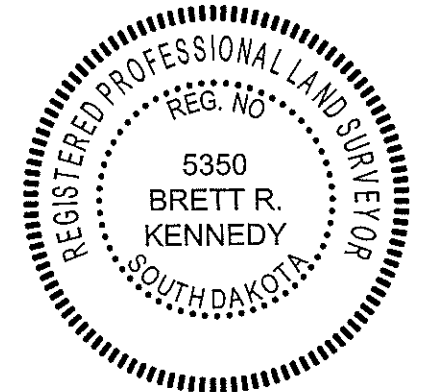
I, Brett R. Kennedy, a Registered Land Surveyor in the State of South Dakota, do hereby certify that at the request of the owner, and under their direction, did on or prior to July 11, 2022, I have surveyed Lots 2 and 3 of Airport Addition to the City of Yankton, Yankton County, South Dakota recorded in Book S6 of Plats on Page 30B, with area and dimensions as shown on the plat.:

A portion shall hereafter be known and described as **LOTS 6 - 10 IN AIRPORT ADDITION TO THE CITY OF YANKTON, SOUTH DAKOTA.**

I also hereby certify that this plat is to the best of my knowledge and belief, in all respects, a true description of said property.

I have executed this document this 11th day of July, 2022.

*Brett R. Kennedy*  
 Brett R. Kennedy, L.S.5350



**Airport Addition**  
 Yankton, South Dakota  
 SET PROJECT #: 21531

Revisions:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

These covenants created by:  
The City of Yankton  
PO Box 176, Yankton, SD 57078  
(605) 668-5221

## Exhibit B

### DECLARATION OF COVENANTS

This Declaration of Covenants is made as of the 25th of July, 2022, by the **CITY OF YANKTON**, a South Dakota municipal corporation (“City”).

### RECITALS

**WHEREAS**, the City is the owner of Lots 6, 7, 8, 9 and 10, Airport Addition to the City of Yankton as set forth on the attached Exhibit A.

**WHEREAS**, because the City desires to establish a general plan for improvement and development of its “Real Property,” it hereby makes the following restrictive covenants running with the land as set forth herein. Said restrictive Covenants are applicable to all the “Real Property” and each conveyance hereafter made shall be subject thereto, and each Grantee, its successors, and assigns, if any, therein shall agree thereto as follows:

**NOW THEREFORE**, the City hereby declares the following covenants on the “Real Property”:

1. **Zoning.** The Real Property shall be developed in accordance with the applicable zoning requirements.
2. **Uses Specifically Not Allowed on the Site.** The following uses are prohibited on the Property subject to these covenants:
  - Type A Dance Licenses.
  - Gas Stations/Convenience Stores.
  - Truck Stops.



- Residential Uses
  - Non-taxable entities including but not limited to churches, governmental agencies and some schools.
3. **Site Improvements.** Prior to the issuance of any building permit and commencement of construction, all plans for improvements on the Real Property, shall be subject to the approval by the Yankton City Manager (in the exercise of his or her absolute discretion), including, but not limited to, the site layout, exterior design, aesthetics, character of construction and landscaping. All improvements upon the Property shall be in accordance with the plan approved by the City Manager.
  4. **Successors.** The covenants contained herein, shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective heirs, successor, and assigns.
  5. **Effective Date & Duration.** This instrument shall become effective on the date of the full execution by the City.
  6. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.
  7. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
  8. **Enforcement.** .Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction.
  9. **Waiver.** Failure by the City to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
  10. **Law Governing.** This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to conflicts of law principles.

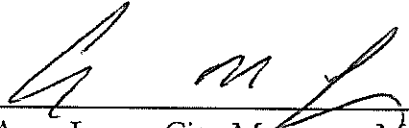
11. **Covenants.** Any Owner of Real Property subject to these covenants may record additional covenants that do not conflict with any found herein.
12. **Authority.** Any questions regarding the application of these restrictions shall be resolved by the City Manager of the City of Yankton with the right of any party to appeal the decision to the Board of City Commissioners of the City of Yankton, South Dakota.

### OWNERS CERTIFICATE AND DEDICATION


The City of Yankton, by affirmative supermajority vote of the Board of City Commissioners, and acting through its Mayor, Stephanie Moser, hereby certifies that it is the sole owner of the real property as legally described herein; that the said property is free from encumbrances, except for mortgages of record, if any; that the above Declarations Of Covenants were made at the City's specific request and under its direction for the purposes indicated thereon, and that the City of Yankton hereby consents to and declares the Declarations Of Covenants to be the restrictions and covenants which shall hereinafter run with the land.

**IN WITNESS WHEREOF**, per City Commission action described in Memorandum #22-147 the City Manager is thereby authorized to execute this instrument.

CITY OF YANKTON, SOUTH DAKOTA  
A Municipal Corporation

  
\_\_\_\_\_  
By: Amy Leon, City Manager, Mayor

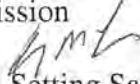
ATTEST:

  
\_\_\_\_\_  
Al Viereck, Finance Officer

Elkhorn Valley Bank Images



**MEMORANDUM #23-169**

**To:** City Commission  
**From:** Amy Leon   
**Subject:** Naming and Setting Salary of Interim Finance Officer  
**Date:** August 22, 2023

With the future retirement of Al Viereck, the City Commission is working on a transition plan. Lisa Yardley, Deputy City Finance Officer has agreed to serve as the Interim Finance Officer and work with Mr. Viereck until his retirement date.

Ms. Yardley has worked for the City of Yankton since January of 2020.

Resolution #23-51 names Lisa Yardley as the Interim Finance Officer effective Tuesday, August 29, 2023 at which time Ms. Yardley's salary will be set at \$105,000. Upon successful service as Interim Finance Officer and commencing her duties as Finance Officer, the salary as Finance Officer will be set at \$115,000.

All other benefits and accruals will remain intact.

During her period as Interim, Ms. Yardley will report to the City Manager. Upon Mr. Viereck's retirement, Ms. Yardley will assume the role of City Finance Officer.

Staff is directed to move forward with the hire of a new Deputy Finance Officer for the City of Yankton.

**Recommendation:** It is recommended that the Commission pass Resolution #23-51 naming Lisa Yardley as Interim Finance Officer and setting the salary as stated.

**RESOLUTION # 23-51**

WHEREAS, SDCL 9-14-28 requires that the salaries of City employees be fixed and determined by City resolution,

WHEREAS, with the future retirement of Al Viereck, Lisa Yardley, Deputy Chief Finance Officer, has agreed to serve as the Interim Finance Officer and work with Mr. Viereck until his retirement date,

WHEREAS, Ms. Yardley has worked for the City of Yankton since January of 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, effective August 29, 2023, that the salary of the Interim Finance Officer shall be set at \$105,000. Upon successful service as Interim Finance Officer and commencing her duties as Finance Officer, Ms. Yardley's salary as Finance Officer will be set at \$115,000. All other benefits and accruals will remain intact. Upon Mr. Viereck's retirement, Ms. Yardley will assume the role of City Finance Officer.

Adopted:

---

Stephanie Moser, Mayor

Attest:

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Al Viereck, Finance Officer

## Memorandum #23-170

To: City Commission  
 From: Finance Officer  
 Date: August 22, 2023  
 Subject: Additional Package Off-Sale Liquor License in Calendar Year 2024

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Attached to this memorandum are the South Dakota Codified Law (SDCL) codes that apply to the quantity of certain municipal Liquor licenses as allowed by SDCL.


SDCL 35-4-10 states that...*No more than two off-sale licenses issued pursuant to subdivisions 35-4-2(3) and (5) may be issued under this chapter to operate in a municipality of one thousand or less and not exceeding one license for every additional fifteen hundred of population or fraction thereof. The number of off-sale licenses may not be less than the total number of licenses allowable as of July 1, 1981, and that have never been revoked or not reissued.*

The City of Yankton has eleven (11) current Package Off-Sale Liquor licensees. Based on this code, the table on the attachment, and the announced census numbers the City of Yankton would now qualify for a twelfth (12<sup>th</sup>) Package Off-Sale Liquor License.

SDCL 35-4-11 further states that...*If not fixed by ordinance, the governing body of any municipality may, before the second of September in each year, by resolution, determine the number of on-sale and off-sale licenses that the body will approve for the ensuing calendar year, and the fees to be charged for the various classifications of licenses.*

In conversation with the South Dakota Department of Revenue, the City Commission can set the fee for the Package Off-Sale Liquor License to be no less than \$300 (minimum per SDCL) but issued based on sealed bid by an eligible bidder. In this scenario, the Finance Office would advertise the available license and conduct a bid opening similar to sealed bids for a project. The City Commission, then, would still need to approve the issuance as it does all similar licenses.

Thank you.

  
 Al Viereck, Finance Officer

**Recommendation:** It is recommended that the City Commission discuss the current quantity of Package Off-Sale Liquor licenses and, if so desired, adopt Resolution #23-52 authorizing an additional new license in 2024.

I concur with the above recommendation.

I do not concur with the above recommendation.

  
 Amy Leon, City Manager

Roll Call

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**RESOLUTION #23-52**

**WHEREAS**, the City of Yankton currently has eleven (11) Package Off-Sale liquor licenses based on the historical number on hand as of July 1, 1981, when the State of South Dakota put limits on liquor licenses allowed in municipalities; and

**WHEREAS**, the certified census numbers established for the City of Yankton deems that by SDCL the City of Yankton would now qualify for a twelfth (12<sup>th</sup>) license; and

**WHEREAS**, SDCL further states that if not fixed by ordinance, the governing body of any municipality may, before the second of September in each year, by resolution, determine the number of on-sale and off-sale licenses that the body will approve for the ensuing calendar year, and the fees to be charged for the various classifications of licenses.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of Yankton, South Dakota, that the City Commission desires that an additional 12th Package Off-Sale Liquor license be issued in the municipality in calendar year 2024 at a fee no less than \$300 but issuance based on sealed bid by an eligible bidder.

Adopted: August 28, 2023

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Stephanie Moser  
Mayor

ATTEST:

---

Al Viereck  
Finance Officer

**Package Off-Sale Liquor Licenses**

**SDCL 35-4-10. Number of off-sale licenses restricted by population.**

No more than two off-sale licenses issued pursuant to subdivisions 35-4-2(3) and (5) may be issued under this chapter to operate in a municipality of one thousand or less and not exceeding one license for every additional fifteen hundred of population or fraction thereof. The number of off-sale licenses may not be less than the total number of licenses allowable as of July 1, 1981, and that have never been revoked or not reissued.

For the purposes of this section, population is equal to the population estimates published by the United States Census Bureau for each even-numbered year, except for the decennial year. For a decennial year, population is equal to the amount determined by the decennial federal census. No license issued pursuant to this section that exceeds the number of licenses that would have been issued upon the decennial federal census may be denied or revoked solely by reason that the license issued exceeds the number of licenses authorized by the decennial federal census.

**Source:** SDC 1939, § 5.0204 (5); SL 1959, ch 6; SL 1971, ch 211, § 46; SL 1982, ch 271, § 3; SL 1987, ch 261, § 18; SL 1993, ch 266; SL 2010, ch 180, § 26; SL 2018, ch 213, § 56; SL 2022, ch 141, § 2.

<i>Package Off-Sale Liquor</i>		
<b>SDCL 35-4-10</b> (two for first 1,000 and one for each additional fifteen hundred)		
Census	1,500	Licenses
15,411		
-1,000		2
14,411	9.61	10
(City currently has 11)		12

**SDCL 35-4-2. Classes of licenses enumerated--Fees.**

The classes of licenses, with the fee of each class, are as follows:

(3) Off-sale--not less than three hundred dollars. The renewal fee for the license may not exceed five hundred dollars;

(5) Off-sale licenses issued to municipalities under local option--not less than two hundred fifty dollars;



**Retail On-Sale Liquor Licenses**

**35-4-11. Municipal determination of number of licenses and amount of fees--  
Maximum number of on-sale licenses.**

If not fixed by ordinance, the governing body of any municipality may, before the second of September in each year, by resolution, determine the number of on-sale and off-sale licenses that the body will approve for the ensuing calendar year, and the fees to be charged for the various classifications of licenses. The number of on-sale licenses issued pursuant to subdivision 35-4-2(4) may not exceed three each for the first one thousand of population or fraction thereof and may not exceed one each for each additional one thousand five hundred of population or fraction thereof. The number of licenses allowable may not be less than the total number of licenses allowable or issued as of July 1, 1981, and that have never been revoked or not reissued. The municipal governing body shall also establish the fee for on-sale licenses pursuant to subdivisions 35-4-2(4) and (13). The fee applies to all the on-sale licenses issued in the ensuing calendar year.

For the purposes of this section, population is equal to the population estimates published by the United States Census Bureau for each even-numbered year, except for the decennial year. For a decennial year, population is equal to the amount determined by the decennial federal census. No license issued pursuant to this section that exceeds the number of licenses that would have been issued upon the decennial federal census may be denied or revoked solely by reason that the license issued exceeds the number of licenses authorized by the decennial federal census. **Source:** SDC 1939, §§ 5.0203, 5.0204 (4); SL 1945, ch 20, § 1; SL 1947, ch 19; SL 1959, ch 5; SL 1961, ch 13; SL 1963, ch 10; SL 1964, ch 8; SDCL § 35-4-8; SL 1971, ch 211, § 46; SL 1973, ch 237, § 1; SL 1982, ch 271, § 1; SL 1985, ch 291, § 2; SL 1987, ch 261, § 19; SL 2003, ch 193, § 1; SL 2010, ch 180, § 27; SL 2018, ch 213, § 58; SL 2022, ch 141, § 1.

<b>Retail On-Sale Liquor</b>		
<b>SDCL 35-4-11</b> (three for the first 1,000 and one each for each additional one thousand five hundred)		
Census	Each addit. 1,500	Licenses
15,411 -1,000		3
14,411	9.61	10
s/b 13		
(Yankton currently has 17 on-sale licenses)		
1,000		3
21,000	1,500*14=21,000	14
22,000		17

To be eligible for an 18th on-sale license, we would need 22,000 and 1 population...(three each for the first one thousand of population...and may not exceed one each for each additional one thousand five hundred of population or fraction thereof)...

## Memorandum #23-171

To: Amy Leon, City Manager  
From: Adam Haberman, PE, Public Works Director  
Subject: FAA Airport Grant AIP #3-46-0062-033-2021 Design of North Taxilanes and Access Road Closeout  
Date: August 22, 2023

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The attached Federal Aviation Administration (FAA) Project Closeout Report finalizes FAA Grant AIP #3-46-0062-033-2021 for the design of the North Hangar Taxilanes and Access Road project awarded to the City of Yankton in 2021. As outlined in the report, the 2021 grant amount was \$122,999.00. The design phase of this project was 100 percent FAA grant funded.

The North Hangar Taxilanes and Access Road project was bid out in the spring of 2023 and construction of the project is nearly complete. This new development area will allow Chan Gurney Municipal Airport to continue to provide exemplary experiences, services, and spaces that create opportunities for everyone to learn, engage, and thrive.

Respectfully submitted,

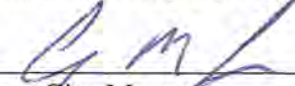


Adam Haberman, PE  
Public Works Director

**Recommendation: It is recommended that the City Commission approve Memorandum #23-171 authorizing the City Manager to sign the referenced FAA Project Closeout Report for FAA Grant AIP #3-46-0062-033-2021.**

I concur with this recommendation.

I do not concur with this recommendation.

  
\_\_\_\_\_  
Amy Leon, City Manager

\_\_\_\_ Roll Call

**PROJECT CLOSEOUT  
for**

**CHAN GURNEY MUNICIPAL AIRPORT  
YANKTON, SOUTH DAKOTA**

**AIP NO. 3-46-0062-033-2021  
FEDERAL AVIATION ADMINISTRATION**

Design Phase

Design Hangar Taxiway (approx. 1,200') and Access Road (approx. 1,000')





U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Great Lakes Region  
Minnesota, North Dakota, South Dakota

2301 University Dr.  
Bldg. 23B  
Bismarck, ND 58504

August 12, 2021

Amy Leon  
City of Yankton  
416 Walnut Street  
PO Box 176  
Yankton, South Dakota, 57078

Dear Amy Leon:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. **3-46-0062-033-2021** at Chan Gurney Municipal Airport in Yankton, South Dakota. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.

2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Brian Schuck, (701) 323-7382, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "D.P. Anderson", written in a cursive style.

David P. Anderson, Deputy Manager  
Bismarck Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FAA Airport Improvement Program (AIP)

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date	<u>August 12, 2021</u>
Airport/Planning Area	<u>Chan Gurney Municipal Airport</u>
FY2021 AIP Grant Number	<u>3-46-0062-033-2021</u>
Unique Entity Identifier	<u>042999185</u>

TO: City of Yankton  
(herein called the "Sponsor")  
*Channeled through the State of South Dakota*

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated April 26, 2021, for a grant of Federal funds for a project at or associated with the Chan Gurney Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Chan Gurney Municipal Airport (herein called the "Project") consisting of the following:

**Design Hangar Taxiway (approx. 1,200') and Access Road (approx. 1,000')**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$106,441.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 106,441 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 20, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**



- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**18. Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

**19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.
- 21. **Trafficking in Persons.**
  - a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
    - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
    - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
      - a. Associated with performance under this Grant; or
      - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
  - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
  - d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
- 22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 4, 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 24. **Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;
    - iii. An abuse of authority relating to implementation or use of Federal funds;
    - iv. A substantial and specific danger to public health or safety; or
    - v. A violation of law, rule, or regulation related to a Federal grant.
  2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
    - v. A court or grand jury;
    - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - vii. An authorized official of the Department of Justice or other law enforcement agency.
  3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
  5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

### SPECIAL CONDITIONS

25. **Multi-Year Grants - Letter of Agreement.** The project defined in the Project Grant Application requires a multi-year grant agreement in accordance with 49 U.S.C. § 47108(a). The total United States share of the multi-year project is **\$121,344**, and the project is planned to be funded in Fiscal Years 2021 and 2022. The conditions of this multi-year Grant include the following, which are in addition to all other terms, conditions, and grant assurances attached to this Grant Agreement:
- a. The maximum obligation for the current fiscal year stated in Condition 1 of this Grant Agreement may be increased in accordance with Condition 17, Maximum Obligation, provided the statutory permissions are met. Furthermore, the Sponsor must request eligible and justified additional amounts through a grant amendment, which is separate from the multi-year amendment process prescribed in subsection b. of this condition.

- b. After an annual appropriations act is enacted funding the AIP and applicable calculations are determined, the FAA will issue a letter to the Sponsor amending the obligated amount for the multi-year Grant; however, such amount shall not exceed the United States' share of the total estimated cost of completion, except as provided in 49 U.S.C. § 47108(b). At such time when the FAA can calculate the funding and incur the obligation, the FAA will establish each fiscal year's maximum obligation in a letter to the Sponsor. The newly obligated amounts for each successive fiscal year will begin a new budget period (See Condition 2, Grant Performance). Funding and the associated Federal share for each fiscal year will be subject to the restriction on the use of such apportionments imposed on FAA by existing 49 U.S.C. § 47108 and future appropriations acts, unless otherwise stated in the annual appropriations act or another Act enacted into law.
  - c. Under 49 U.S.C. § 47108(a), as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount pursuant to 49 U.S.C. § 47114 and subject to the restrictions on the use of such apportionments imposed on FAA by current or future statute or regulation, including Federal share provided in future appropriations, for this project for each of the following fiscal years:
    1. FY-2021 — \$106,441
    2. FY-2022 — \$14,903
  - d. The Sponsor and the FAA acknowledge this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project under the terms of this Grant Agreement and limitations of the law.
26. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
27. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

David P. Anderson

*(Typed Name)*

Deputy Manager, Bismarck

*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated August 12, 2021

\_\_\_\_\_

City of Yankton

\_\_\_\_\_  
*(Name of Sponsor)*

*Amy M Leon*

Amy M Leon (Aug 12, 2021 14:24 CDT)

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** Amy M Leon

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** City Manager

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Ross K. Den Herder, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Dakota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at August 12, 2021

By:   
*(Signature of Sponsor's Attorney)*



## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

### FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice

## FEDERAL REGULATIONS

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.****a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

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

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.



- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. Submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. For airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. For noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. In a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. All amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. All services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. The location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. All proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Yankton, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.



**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of April 26, 2021.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

[https://www.faa.gov/regulations\\_policies/advisory\\_circulars/](https://www.faa.gov/regulations_policies/advisory_circulars/)

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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**Sponsor:** City of Yankton, South Dakota

**Airport:** Chan Gurney Municipal

**Project Number:** 3-46-0062-033-2021

**Description of Work:** Design Hangar Taxiway (approx. 1,200') and Access Road (approx. 1,000')

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes  No  N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR §200.318(c)).

Yes  No  N/A

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR §1200.112).

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this        day of August 12, 2021

Name of Sponsor: City of Yankton, South Dakota

Name of Sponsor's Authorized Official: Amy M Leon

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Amy M Leon  
Amy M Leon (Aug 12, 2021 14:24 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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**Sponsor:** City of Yankton, South Dakota

**Airport:** Chan Gurney Municipal

**Project Number:** 3-46-0062-033-2021

**Description of Work:** Design Hangar Taxiway (approx. 1,200') and Access Road (approx. 1,000')

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes  No  N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes  No  N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes  No  N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes  No  N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes  No  N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes  No  N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes  No  N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).
- Yes  No  N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes  No  N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes  No  N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and

c. Prepare and retain as-built plans (Order 5100.38)

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this        day of August 12, 2021

Name of Sponsor: City of Yankton, South Dakota

Name of Sponsor's Authorized Official: Amy M Leon

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Amy M Leon  
Amy M Leon (Aug 12, 2021 14:24 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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**Sponsor:** City of Yankton, South Dakota

**Airport:** Chan Gurney Municipal

**Project Number:** 3-46-0062-033-2021

**Description of Work:** Design Hangar Taxiway (approx. 1,200') and Access Road (approx. 1,000')

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes  No  N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes  No  N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes  No  N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:  
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  
 Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
 Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).  
 Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:  
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and  
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).  
 Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
 Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
 Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).  
 Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
 Yes  No  N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes  No  N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this        day of August 12, 2021

Name of Sponsor: City of Yankton, South Dakota

Name of Sponsor's Authorized Official: Amy M Leon

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Amy M Leon  
Amy M Leon (Aug 12, 2021 14:24 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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**Sponsor:** City of Yankton, South Dakota

**Airport:** Chan Gurney Municipal

**Project Number:** 3-46-0062-033-2021

**Description of Work:** Design Hangar Taxiway (approx. 1,200') and Access Road (approx. 1,000')

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes  No  N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes  No  N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR §182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR §182.200).

Yes  No  N/A

**Site(s) of performance of work** (2 CFR § 182.230):

**Location 1**

Name of Location: Chan Gurney  
Address: 700 E. 31st Street Yankton, SD 57078

**Location 2 (if applicable)**

Name of Location:  
Address:

**Location 3 (if applicable)**

Name of Location:  
Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this        day of August 12, 2021

Name of Sponsor: City of Yankton, South Dakota

Name of Sponsor's Authorized Official: Amy M Leon

Title of Sponsor's Authorized Official: City Manager

**Signature** of Sponsor's Authorized Official: Amy M Leon  
Amy M Leon (Aug 12, 2021 14:24 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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**Sponsor:** City of Yankton, South Dakota

**Airport:** Chan Gurney Municipal

**Project Number:** 3-46-0062-033-2021

**Description of Work:** Design Hangar Taxiway (approx. 1,200') and Access Road (approx. 1,000')

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes  No  N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes  No  N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes  No  N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR §26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes  No  N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- Yes  No  N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes  No  N/A



8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes  No  N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. §50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part30)
- i. Veterans Preference (49 USC § 47112(c))

Yes  No  N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes  No  N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes  No  N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR §200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this        day of August 12, 2021

Name of Sponsor: City of Yankton, South Dakota

Name of Sponsor's Authorized Official: Amy M Leon

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Amy M Leon  
Amy M Leon (Aug 12, 2021 14:24 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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**Sponsor:** City of Yankton, South Dakota

**Airport:** Chan Gurney Municipal

**Project Number:** 3-46-0062-033-2021

**Description of Work:** Design Hangar Taxiway (approx. 1,200') and Access Road (approx. 1,000')

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes  No  N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes  No  N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC §47107).
- Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- Yes  No  N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of August 12, 2021

Name of Sponsor: City of Yankton, South Dakota

Name of Sponsor's Authorized Official: Amy M Leon

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Amy M Leon  
Amy M Leon (Aug 12, 2021 14:24 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

Federal Aviation Administration  
Dakota-Minnesota Airports District Office  
Bismarck Office  
2301 University Drive, Building 23B  
Bismarck, ND 58504

Federal Aviation Administration  
Dakota-Minnesota Airports District Office  
Minneapolis Office  
6020 28th Avenue South, Suite 102  
Minneapolis, MN 55450

September 29, 2022

Amy Leon  
City of Yankton  
416 Walnut Street  
Yankton, South Dakota, 57078

Re.: **CORRECTION**  
Chan Gurney Municipal Airport  
AIP Grant No. 3-46-0062-033-2021  
Unique Entity Identifier (UEI) No.: XVUFUYRBVJN1  
Letter Amendment (Multi-Year Amendment No. 1)

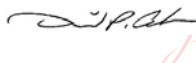
Dear Ms. Leon:

This letter transmits the FAA's current fiscal year (FY) 2022 statement of the maximum obligation for the Multi-Year Grant Agreement for Grant No. 1.

The above-captioned grant agreement commits the Federal Aviation Administration (FAA), acting for and on behalf of the United States of America, to increase the maximum obligation of the United States, as authorized by Section 47108 (a) of the Act, as amended. The maximum obligation is increased by \$16,558 (from **\$106,441** to \$122,999) to include the current Fiscal Year (FY 2022) obligation of the multi-year Grant Agreement for the subject project.

Under the terms of the grant agreement, this document is incorporated into, and constitutes Amendment No. 1 to the above referenced grant agreement. All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

  
Digitally signed by  
DAVID P. ANDERSON  
Date: 2022.09.29  
16:50:06 -05'00'

David P. Anderson  
Manager

cc:  
SDDOT  
KLJ – Sioux Falls  
AMK-314

## PROJECT CLOSEOUT REPORT

### **A. PROJECT SUMMARY**

Airport: Chan Gurney Municipal Airport Associated City: Yankton, SD

AIP No.: 3-46-0062-033-2021 KLJ No.: 2005-01789

Grant Acceptance Date: 8/12/2021 Original Grant Offer Amount: \$106,441.00

Sponsor: City of Yankton Fed. Participation %: 100

**Amendment No. 1** Date: 8/4/2022 Amended Grant Amount: \$122,999.00

Primary Purpose:

Multi-Year Amendment

**Amendment No. 2** Date: \_\_\_\_\_ Amended Grant Amount: \_\_\_\_\_

Primary Purpose:

**Grant Description** *(final including all amendments):*

Design Hangar Taxiway (approx. 1,200') and Access Road (approx. 1,000')

**Final Grant Amount Requested:** \$121,809.00

### **B. EXECUTIVE SUMMARY\*** *(Reasons for amendment cost increases or any other unusual factors.)*

No cost increases.

KLJ submitted the grant application for \$123,000.00. Due to original grant being available for under the full amount, the original grant was issued for the rounded value of \$106,441.00 and the Multi-Year Amendment was issued for the rounded value of \$16,558.00, for a total of \$122,999.00. The grant was for 100% FAA funding (90% AIP and 10% CRRSAA).

KLJ started design in 2021 when the first grant was received by City of Yankton.

KLJ completed the design portion in spring 2022, but did not move into the bidding services.

KLJ had a meeting with FAA, and it was decided to not start the bidding services portion of the design in spring 2022, as the Phase 2 portion of construction lacked available funds to start construction in 2022. KLJ and the City of Yankton then started and completed FAA Grant 036-2022 for Taxiway A Rehabilitation in 2022.

KLJ completed the final portion of work for bidding services in spring 2023.

**C. MANDATORY PROJECT REVIEW COMMENTS AND CERTIFICATION SUMMARY**

	N/A	YES	NO*
1. Project Complies with Sponsor's Master List of Certifications Date Signed: <u>August 12, 2021</u>		X	
2. Liquidated damages were not assessed.	X		
3. Satisfactory "as-builts" are in the Sponsor's files.	X		
4. All Special Conditions Satisfied		X	

**Comments:\*** *(Comment is required for any item checked in the "NO" column.)*

**D. FINAL PAYMENT RECOMMENDATIONS AND PROJECT AMENDMENT REQUIREMENT** *(Check appropriate items)*

- N/A 1. No further payment is due.
- N/A 2. If funds are available and the grant is appropriately amended in the amount of  
 \$ \_\_\_\_\_ *(Amendment Request)*  
 a payment (or additional payment of) is recommended.  
 \$ \_\_\_\_\_
- X 3. A final payment in the amount of \$ 18,709.00 is recommended.
- N/A 4. Sponsor's Audit Report: A-133 system audit performed and approved on:  
 Date: \_\_\_\_\_  
 By cognizant \_\_\_\_\_  
 agency: \_\_\_\_\_

**All costs were necessary, reasonable in amount, and otherwise allowable as project costs per attached final project cost summary.**

Sponsor: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature)*

FAA: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature)*



<b>FINAL PROJECT COST SUMMARY (TOTAL PROJECT COSTS)</b>				
<b>Item Ref.</b>	<b>Description</b>	<b>Original Contract Amount</b>	<b>Increase/Decrease Amount</b>	<b>FAA Final Recommended Amount</b>
<b>A.</b>	<b>Administrative</b>			
	1. Legal	\$268.13	N/A	\$268.13
	2. Audit	N/A	N/A	N/A
	3. Administrative	\$3,100.00	\$0.00	\$3,100.00
	4. Closeout	\$3,260.48	\$0.00	\$3,260.48
<b>B.</b>	<b>Engineering</b>			
	1. Design	\$115,180.92	\$0.00	\$115,180.92
	2. Inspection	N/A	N/A	N/A
	3. Testing	N/A	N/A	N/A
<b>C.</b>	<b>Land</b>			
	1. Acquisition/Incidental	N/A	N/A	N/A
	2. Relocation Expenses	N/A	N/A	N/A
	3. Relocation Payments	N/A	N/A	N/A
<b>D.</b>	<b>Construction (Prime Contracts)</b>			
	1.	N/A	N/A	N/A
	2.	N/A	N/A	N/A
	3.	N/A	N/A	N/A
<b>E.</b>	<b>Equipment</b>			
	1.	N/A	N/A	N/A
	2.	N/A	N/A	N/A
<b>F.</b>	<b>Other</b>			
	1.	N/A	N/A	N/A
	2.	N/A	N/A	N/A
<b>G.</b>	<b>Final Recommended Amount (Summation Lines "A" through "F")</b>			<b>\$ 121,809.53</b>
<b>H.</b>	<b>Federal Share (Line "G" x 100% Federal Participation)</b>			<b>\$ 121,809.00</b>
<b>I.</b>	<b>Grant Agreement Amount</b>			<b>\$ 122,999.00</b>
<b>J.</b>	<b>Increase or Decrease (Line "H" less line "I")</b>			<b>(\$1,190.00)</b>
	<i>(Note: 15% Maximum Increase Over <b>Original Grant Offer</b> for Development Projects, 0% increase for Planning Projects)</i>			
<b>K.</b>	<b>Previous Payments</b>			<b>\$ 103,100.00</b>
<b>L.</b>	<b>Recommended Final Payment (Line "H" less Line "K")</b>			<b>\$ 18,709.00</b>

**Project Financial Summary**

Date 8/18/23  
 Sponsor City of Yankton  
 Airport Address PO Box 176  
 City, State, Zip 416 Walnut St  
 Yankton, SD 57078

KLJ # 2005-01789  
 AIP # 3-46-0062-033-2021  
 Description YKN Hangar Taxilanes and Access Road



Funding					
Entity	Amount	Grant Reimb. %	Payments	Funds Remaining	Remaining %
FAA*	\$ 122,999.00	100.00	\$ 121,809.00	\$ 1,190.00	1.0
Local			0.53	(0.53)	
<b>Total</b>	<b>\$ 122,999.00</b>		<b>\$ 121,809.53</b>	<b>\$ 1,189.47</b>	


\* FAA amount shown is per the approved Grant Agreement and is reimbursed at 100% of the project cost accrued up to the maximum amount shown. This is the maximum federal amount that can be expended without a Grant Amendment. If needed, additional federal funds above the amount shown can be requested once the project is completed and the FAA Project Closeout Report has been submitted to the FAA.

Contracts		Amendment / Change Order					Budget Total
Contract Party	Original Contract	1	2	3	4	5	
Administration							\$ -
KLJ Task 2							
Design Services	115,180.92						115,180.92
KLJ Task 14 Closeout	3,260.48						3,260.48
-							-
-							-
-							-
-							-
-							-
-							-
-							-
-							-
-							-
<b>Total</b>	<b>\$ 118,441.40</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 118,441.40</b>

Payments									
Outlay #	Period Ending	FAA		State		Other		Local Share	
		Request Amt	Payment Date	Request Amt	Payment Date	Request Amt	Payment Date		
1	3/31/22	\$ 59,100.00	3/31/22	\$ -	3/31/22	\$ -	-	\$ -	-
2	10/13/22	28,000.00	10/13/22	-	-	-	-	-	-
3	2/13/23	16,000.00	3/3/23	-	-	-	-	-	-
4	6/3/23	18,709.00		-	-	-	-	-	0.53
5		-		-	-	-	-	-	-
6		-		-	-	-	-	-	-
7		-		-	-	-	-	-	-
8		-		-	-	-	-	-	-
9		-		-	-	-	-	-	-
10		-		-	-	-	-	-	-
<b>Total</b>		<b>\$ 121,809.00</b>		<b>\$ -</b>		<b>\$ -</b>			<b>\$ 0.53</b>

FAA Reimbursement Requested \$ 18,709.00

Date 8/18/23  
 Sponsor City of Yankton  
 Airport Address PO Box 176  
 City, State, Zip 416 Walnut St  
 Yankton, SD 57078

KLJ # 2005-01789  
 AIP # 3-46-0062-033-2021  
 Description YKN Hangar Taxilanes and Access Road



**Project Expenses**

Outlay #	Invoice Date	Invoice #	Invoice From	Administration	KLJ Task 2 Design Services	KLJ Task 14 Closeout					
1	5/10/21	1200345348	HDR Engineering; IFE	\$ 3,100.00	\$ -						
1	7/19/21	10155546	KLJ		\$ 10,000.00						
1	8/15/21	10157045	KLJ		\$ 5,000.00						
1	9/17/21	10158335	KLJ		\$ 9,000.00						
1	10/15/21	10159971	KLJ		\$ 3,000.00						
1	11/11/21	10161498	KLJ		\$ 10,000.00						
1	12/15/22	10162670	KLJ		\$ 9,000.00						
1	1/13/22	10164160	KLJ		\$ 10,000.00						
2	2/10/22	10165059	KLJ		\$ 22,000.00						
2	3/18/22	10166330	KLJ		\$ 6,000.00						
3	10/13/22	10177647	KLJ		\$ 5,000.00						
3	11/16/22	10179534	KLJ		\$ 4,000.00						
3	12/15/22	10182066	KLJ		\$ 3,000.00						
3	1/18/23	10103435	KLJ		\$ 4,000.00						
4	2/16/23	10184445	KLJ		\$ 11,000.00						
4	3/16/23	10186023	KLJ		\$ 4,180.92						
4	5/12/23	10188541	KLJ			1,000.00					
4	6/15/23	10190130	KLJ			2,260.48					
4	3/29/23	142207	Yankton Daily Press & Dakotan	268.13							
			Task Totals	\$ 3,368.13	\$ 115,180.92	\$ 3,260.48	\$ -	\$ -	\$ -	\$ -	\$ -
			<b>Total Expenses</b>	<b>\$ 121,809.53</b>							

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR  
AIRPORT PROJECT NUMBER AIP 3-46-0062-033-2021**

This Agreement is entered into by and between the City of Yankton, South Dakota, of 416 Walnut Street, Yankton, South Dakota 57078, referred to in this Agreement as the “SPONSOR,” and KLJ Engineering LLC, 4585 Coleman Street, Bismarck, ND 58503, referred to in this Agreement as the “ENGINEER.”

**BACKGROUND:**

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

Design Phase - Construction of Hangar Taxilanes and Access Road

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

**THE SPONSOR AND THE ENGINEER MUTUALLY AGREE AS FOLLOWS:**

1. SCOPE OF SERVICES

- A. The SPONSOR will retain and employ the ENGINEER and the ENGINEER will perform the agreed professional services for the project at the Chan Gurney Municipal Airport, Project Number AIP 3-46-0062-033-2021, referred to in this Agreement as the “Project.”
- B. The Project and the agreed professional services are more particularly described and incorporated in this Agreement in the attached Exhibit A, entitled “Detailed Scope of Services.” The anticipated level of effort is described and incorporated in this Agreement in the attached Exhibit B, entitled “Cost Breakdown.”
- C. The ENGINEER’S preparation of plans and specifications must be in accordance with the current Federal Aviation Administration Standards for Specifying Construction of Airports (AC 150/5370-10H) and current Federal Aviation Administration (FAA) Advisory Circulars.
- D. Design standards for airports contained in current FAA Advisory Circulars are mandatory requirements and the design must conform in all aspects to current FAA Advisory Circulars, unless the FAA grants written approval, in advance, to deviate from these design standards.
- E. If the ENGINEER alters any of the standards in the current FAA Standards for Specifying Construction of Airports (AC 150/5370-10H), the ENGINEER must submit the following with the preliminary plans and specifications: 1) the ENGINEER’S letter of explanation detailing why the standards were altered and 2) the FAA approval letter allowing for the specific modification to the design standards.

2. PERIOD OF PERFORMANCE

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

3. PAYMENT AND MAXIMUM LIMITING AMOUNT

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

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

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

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

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

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

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

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

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

#### A. LUMP SUM COMPENSATION

The SPONSOR will pay the ENGINEER for services in a lump sum amount to cover all costs for completion of the work items listed in Table A below. The lump sum costs will include direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14.

The lump sum payment will be based on the hours and expenses indicated in Exhibit B and will include an element for fixed fee. The lump sum fee for the work contemplated under this Agreement will constitute total compensation for all of the work necessary to complete the individual items specified in

the Scope of Services. Monthly payments for those items specified in Table A will be based on the percentage of work completed to date.

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

<b>TABLE A: LUMP SUM</b>	
Task Item	Total Cost/Compensation
Design and Bidding Services	\$115,180.92
FAA Project Closeout Report	\$3,260.48

**B. COST PLUS FIXED FEE COMPENSATION**

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

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

<b>TABLE B: COST PLUS FIXED FEE</b>		
Task Item	Fixed Fee	Total Cost/Compensation
NA	\$ NA	\$ NA

C. The maximum limiting amount for this Agreement is \$118,441.40.

**4. EXTRA WORK**

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

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

**5. AMENDMENT**

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

## 6. TERMINATION

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

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

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

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

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

## 7. ASSIGNMENT

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

## 8. REPORTING

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

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

satisfy any obligation of the ENGINEER to report any event to law enforcement or other entities under the requirements of any applicable law.

#### 9. PROMPT PAYMENT AS REQUIRED IN 49 CFR 26.29

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

#### 10. INSURANCE

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

##### A. General Liability

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

##### B. Workers' Compensation

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

##### C. Professional Liability Insurance or Miscellaneous Professional Liability

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

##### D. Business Automobile Liability Insurance

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

#### 11. INDEPENDENT CONTRACTOR

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

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

#### 12. INDEMNIFICATION

The ENGINEER will indemnify the SPONSOR, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings which may arise as a result of the negligence, misconduct, error, or omission of the ENGINEER or any officer, agent, or employee of the ENGINEER performing services under this Agreement. This section does not require the ENGINEER to be responsible for or defend against claims or damages arising solely from acts or omissions of the SPONSOR, its officers, agents, or employees.



### 13. SEVERABILITY

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

### 14. SUPERCESSION

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

### 15. CONTROLLING LAW

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

### 16. AUDIT

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

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

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

### 17. COMPLIANCE

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

### 18. NOTICE

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

### 19. CERTIFICATION REGARDING LOBBYING

The ENGINEER certifies, to the best of the ENGINEER'S knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the ENGINEER will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

#### 21. CIVIL RIGHTS (49 CFR Part 21)

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

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

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

#### 23. CLEAN AIR ACT (49 CFR Part 18)

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

#### 24. RIGHTS TO INVENTIONS (49 CFR Part 18)

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

#### 25. DBE REQUIREMENTS (49 CFR Part 26)

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

**DBE Obligation.** The ENGINEER will ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part

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

## 26. TRADE RESTRICTION (49 CFR Part 30)

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

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

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

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

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

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

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

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

## 27. EQUAL OPPORTUNITY

The ENGINEER and the ENGINEER'S subcontractor will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and

advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

28. CERTIFICATION OF ENGINEER

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

The parties signify their agreement by signatures affixed below.

KLJ Engineering LLC

By: Mark Anderson

Its: VP, Environment & Infrastructure

Date: 4/14/2021

(Corporate Seal)

City of Yankton, South Dakota

By: A. M. J.

Its: City Manager

Date: 4-28-2021

Attest: [Signature]

City Auditor/Clerk

(City Seal)

DETAILED SCOPE OF SERVICES

A. Design and Preparation of Plans and Specifications

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

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

Professional Seal/Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

B. Bidding and Negotiation Services

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

~~C. Construction Administration Services~~

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

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

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

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

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

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

E. Project Completion Date

~~The ENGINEER will complete the Project December 31, 2021.~~

SEE ATTACHMENT A FOR ADDITIONAL DETAILED SCOPE OF SERVICES.



**COST BREAKDOWN**

SEE ATTACHMENT B FOR DETAILED COST BREAKDOWN

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

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

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

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

**Pertinent Non-Discrimination Authorities:**

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


\*\*\*\*\*

**CERTIFICATION OF ENGINEER**

I hereby certify that I am the VP, Environment & Infrastructure and duly authorized representative of the firm of KLJ Engineering LLC, whose address is 4585 Coleman Street, Bismarck, ND 58503, and that neither I nor the above firm I represent has:

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

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

Firm: KLJ Engineering LLC  
Signature:   
Name of Corporate Official: Mark Anderson, PE  
Title: VP, Environment & Infrastructure  
Date of Execution: 4/14/2021


CONSULTANT ACCOUNTING CERTIFICATION

Firm Name: KLJ Engineering LLC

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

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

I declare that the foregoing is true and correct.

Signature: 

Name of Corporate Official: Mark Anderson, PE

Title: VP, Environment & Infrastructure

Date of Execution: 4/14/2021

CONSULTANT INDIRECT COST RATE CERTIFICATION

Firm Name: KLJ Engineering LLC

Indirect Cost Rate Proposal: 185.16%

Date of Proposal Preparation: March 26, 2021

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2019 to 12/31/2019

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

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

Signature:



Name of Corporate Official (Print): Mark Anderson, PE

Title: VP, Environment & Infrastructure

Date of Certification (mm/dd/yyyy): 04/14/2021



Attachment A  
Detailed Scope of Services  
Chan Gurney Municipal Airport, Yankton, South Dakota  
AIP Project #3-46-0062-033-2021  
KLJ #2005-01789

## PROJECT DESCRIPTION

### General

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

KLJ will provide engineering services for design and bidding of hangar taxilanes and an access road that will support future hangar area development. The project shall include design, bidding, and FAA project closeout report services for the new hangar taxilanes and access road located adjacent to Parallel Taxiway A, west of Runway 2-20, near Taxiway A2. The access road shall provide access to this development from Wilson Road.

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

Detailed scope of services have been outlined to be completed under the following tasks:

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

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

### Completion Time

The Engineer shall complete the Design Services (minus the Bidding Services) within 360 calendar days of the Owner issuance of the Notice to Proceed. Note that the schedule allows for a maximum of two weeks review by the FAA for reviews of both the Engineering Design Report and the Plans/Specifications. The Bidding Services shall be completed within the timeframe set forth by the Owner's requirements to bid and state law bidding practice.

## PROJECT ADMINISTRATION

**Project Scoping Meeting with Owner.** The Engineer shall attend a meeting to discuss project scoping, FAA Pre-Application and airport capital improvements plan with the Owner via teleconference (1 meeting). The Engineer staff attending the meeting shall consist of the following:

- Project Manager (Engineer)
- Client Manager (Project Manager)

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

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

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

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

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

**Independent Fee Document Preparation.** The Engineer shall prepare the appropriate documents for the independent fee review based on the completed fee negotiations.

## **PROJECT MANAGEMENT**

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

**Project Startup Meeting.** The Engineer shall conduct an internal kickoff meeting with the design staff consisting of all design team members.

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

**Bi-Weekly Budget Review / Projections.** The Project Manager shall review budgets and budget projections on a bi-weekly basis and coordinate any known issues with the Owner.

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

**Periodic Internal Meetings.** The Project Manager and lead designer shall conduct periodic status meetings to review schedule and outstanding issues encountered.

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

~~**FAA Grant Reimbursement Processing.**~~ The Owner shall prepare the Requests for Reimbursement and submit to SDDOT Aeronautics during the design phase of the project.

**FAA Grant Pre-Application Checklist.** The Engineer shall prepare the FAA Grant Pre-Application for Federal Assistance information for submittal.

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

**FAA Quarterly Reports.** The Engineer shall prepare and submit the quarterly FAA reports.

~~**DBE Reporting.**~~ Not included in this scope of services.



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

## PROJECT PRE-DESIGN

**Pre-Design Meeting.** Upon execution of the Agreement, the Engineer shall coordinate for a pre-design meeting to be held at the airport with the Owner, Engineering design team, subconsultants and other stakeholders to define the project requirements and schedule. It is anticipated that the following design staff members shall attend the pre-design meeting:

- Project Manager (Engineer)
- Client Manager (Project Manager)

~~**Assist with Preliminary FAA Reimbursable Agreement.**~~ Not included in this scope of services.

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

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

**Preliminary Survey and Base Map Preparation.** The Subconsultant shall conduct additional topographic ground survey of the project area and the Engineer shall prepare the base map updates.

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

**Environmental Field Studies.** The Engineer shall conduct the following environmental field investigations in 2021. These studies are limited to those anticipated to be necessary for the completion and approval of the FAA's Documented CATEX form for the construction of the north hangar taxilanes and associated development areas.

- Asbestos Survey and Report: Not included in the Detailed Scope of Services.
- Cultural Resource Inventory and Traditional Cultural Property Survey: A Literature Review of the South Dakota Historical Society site and manuscript files. An intensive block pedestrian cultural resource inventory will be performed of the proposed field studies area (approximately 105 acres). Additionally, the Engineer's Archaeologist would be accompanied by up to two Tribal Cultural Specialists, from Tribes selected by the FAA, to identify Traditional Cultural Properties (TCPs). The Tribal cultural surveys will be done concurrently with the cultural resource inventory done by the Engineer's Archaeologist. The Engineer will provide one Archeologists and contact the local Tribal Historic Preservation Officer (THPO) of the identified Tribes, once allowed to do so by the FAA, to coordinate the TCSs. All cultural resources encountered within the corridors will be recorded and site forms that include descriptions of resources identified will be prepared for the State Historic Preservation Office (SHPO) for a Smithsonian Institution Trinomial System (SITS) number. Architectural features are not included in this scope of work. Architectural site leads will be recorded for any architectural features encounter during the cultural resource inventory that has the potential to be eligible for listing. A detailed review of potentially eligible structures that may be required would be considered a change in the scope of services. A professional quality report of findings shall be prepared by the Engineer's Archaeologist for submission to the FAA.
- Wetland Delineation: A field wetlands delineation in accordance with the 1987 Wetland Delineation Manual and USACE Regional Supplementary Information for the Great Plains Region will be performed for an approximate 105 acre study area. This will be done to identify wetlands that may be impacted by the proposed runway rehabilitation project. Preliminary information will be developed for the project, including compilation of hydric soils data, National Wetlands Inventory data, USGS information, and

aerial photos. An onsite field delineation will be completed, and the wetland boundaries will be marked utilizing a GPS receiver. A professional quality Aquatic Delineation Report of findings shall be prepared by the Engineer for submission to the FAA.

**Develop and Submit Environmental Checklist.** Prepare a Categorical Exclusion (CATEX) using the FAA ARP SOP 5.00 Appendix A-Documented CATEX form according to FAA Order 1050.1F and the criteria contained in FAA Order 5050.4B. Modification or additions to FAA Order 1050.1F and FAA Order 5050.4B or any new environmental laws or regulations that significantly change the services to be performed, as defined below, shall be handled under Section V, Item P, of the Agreement. The general objective of this study is to provide documented information necessary for the Federal Aviation Administration (FAA) to determine the proposed action shall not individually or cumulatively have a significant effect on the human environment and for which neither an environmental assessment or environmental impact statement is required. The Engineer is responsible for providing concise environmental documentation that is acceptable to the FAA, State, and the Owner. The CATEX shall be sufficient to ensure compliance with the National Environmental Policy Act (NEPA). The proposed Detailed Scope of Services for the preparation of the CATEX is as follows:

- a) **Agency Coordination**  
The Engineer shall coordinate with a select group of federal, state, and local agencies (maximum of three) to ensure compliance with federal, state, and local laws and regulations. The Engineer shall not obtain any permits as part of the work.
- b) **Environmental Documentation**  
The Engineer shall prepare a CATEX FORM (FAA ARP SOP 5.00 Appendix A) for submittal to the FAA.

**Application for Federal Assistance.** The Engineer shall prepare the FAA Application for Federal Assistance for submittal.

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

**Complete Pavement Design / Life Cycle Cost Analysis.** The Engineer shall prepare the preliminary pavement design in conformance with FAA Advisory Circular (AC) 150/5300-13A, Airport Design and FAA AC 150/5320-6F Airport Pavement Design and Evaluation. Local material suppliers, sources and Contractors shall be contacted regarding any local areas of material concerns.

The Engineer shall complete preliminary pavement design section alternatives for the proposed section to include an initial cost analysis, life-cycle cost analysis, and analysis of locally available resources for each alternative. A recommendation of preferred pavement section shall be included.

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

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

**Update Airport Layout Plan (ALP) Drawings.** The Engineer shall update the ALP Sheet A-1 - Airport Layout Plan (Existing) based on project impacts and submit to the Owner and FAA.

**Develop DBE Plan.** The Engineer shall prepare a Disadvantaged Business Enterprise (DBE) Plan and forms for the proposed project (if the total federal funds involved in the project exceeds \$250,000 for the fiscal year).

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

## **PRELIMINARY PLANS AND SPECIFICATIONS**

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

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

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

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

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

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

**Prepare Airfield Lighting and Signage Design.** The Engineer shall complete the preliminary airfield electrical layout design to include taxiway edge lighting, signage, and taxilane reflectors as needed.

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

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

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

- Electrical Details
- Electrical Notes

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

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

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

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

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

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

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

~~**Update Signage and Marking Plan.**~~ Not included in this scope of services.

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

**Preliminary Design Review Meeting with Owner.** The Engineer shall conduct a preliminary design review at the 30% design completion stage with the Owner to obtain comments on the preliminary design. The Engineer shall attempt to include appropriate Federal and State agency representatives either in person or by teleconference, depending on the project Detailed Scope of Services. The Engineer shall schedule an inspection of the project site with the Owner to review elements of the design. It is anticipated the following staff members shall attend the preliminary design review meeting:

- Project Manager (Engineer)
- Client Manager (Project Manager)

**Periodic Owner Meetings.** It is anticipated that the Engineer shall attend one (1) miscellaneous Owner meeting to coordinate preliminary design activities and issues with the Owner. It is anticipated the following staff members shall attend the periodic Owner meetings:

- Project Manager (Engineer)
- Client Manager (Project Manager)

**Periodic Agency Meetings.** It is anticipated that the Engineer shall attend two (2) miscellaneous agency meetings to coordinate preliminary design activities and issues with the Agency. It is anticipated the following staff members shall attend the periodic Agency meetings:

- Project Manager (Engineer)
- Client Manager (Project Manager)

## **FINAL PLANS AND SPECIFICATIONS**

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

**Prepare Final Plans.** The Engineer shall complete the development of the drawings to 90% completion, which is intended to be a complete set in pending final review and approval by the Owner. The plan set to include the following drawings:

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

**Prepare Final Contract Documents / Technical Specifications.** The Engineer shall complete the development of the specifications to 90% completion, which is intended to be a complete set in pending final review and approval by the Owner.

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

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

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

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

**FAA Plans and Specifications Review.** The Engineer will submit and coordinate with the FAA ADO on a review of the 90% plans and specifications.

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

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

**Final Design Review Meeting with Owner.** The Engineer shall conduct a final design review at the 90% design completion stage with the Owner to obtain comments on the final design. The Engineer shall attempt to include appropriate Federal and State agency representatives either in person or by teleconference, depending on the project Detailed Scope of Services. The Engineer shall schedule an inspection of the project site with the Owner to review elements of the design. It is anticipated the following staff members shall attend the final review meeting:

- Project Manager (Engineer)
- Client Manager (Project Manager)

**Periodic Owner Meetings.** It is anticipated that the Engineer shall attend one (1) miscellaneous meeting to coordinate final design activities and issues with the Owner. It is anticipated the following staff members shall attend the periodic owner meeting:

- Project Manager (Engineer)
- Client Manager (Project Manager)

**Periodic Agency Meetings.** It is anticipated that the Engineer shall attend two (2) miscellaneous agency meetings to coordinate final design activities and issues with the Agency. It is anticipated the following staff members shall attend the periodic Agency meetings:

- Project Manager (Engineer)
- Client Manager (Project Manager)

## **BIDDING SERVICES**

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

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

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

**Create and Maintain Planholder's List.** The Engineer shall maintain a planholder's list as plans and specifications are issued to Contractors.

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

**Attend Bid Opening.** The Engineer shall perform the bid opening at the City of Yankton.

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

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

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

**Prepare and Submit FAA Grant Application.** The Engineer shall prepare the Application for Federal Assistance and State Funding Applications.

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

#### **~~CONSTRUCTION ADMINISTRATION / CONSTRUCTION OBSERVATION~~**

Not included in this scope of services.

#### **~~AERONAUTICAL SURVEY SERVICES~~**

Not included in this scope of services.

#### **FAA PROJECT CLOSEOUT REPORT**

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

~~**Prepare Final Payment.** SDDOT Aeronautics shall prepare final outlay request for final grant payment.~~

~~**Prepare DBE Summary Report.** Not included in this scope of services.~~

**Prepare Executive Summary.** The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.

~~**Prepare Quantity Revision Summary.** Not included in this scope of services.~~

~~**Prepare ALP Update.** Not included in this scope of services.~~

~~**Exhibit A Update.** Not included in this scope of services.~~

~~**Prepare Record Drawings.** Not included in this scope of services.~~

**Prepare Closeout Report Document.**

- Prepare summaries of all test results on materials installed as required and final testing report.
- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy to the Owner.

**OWNER'S RESPONSIBILITIES**

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

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

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

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



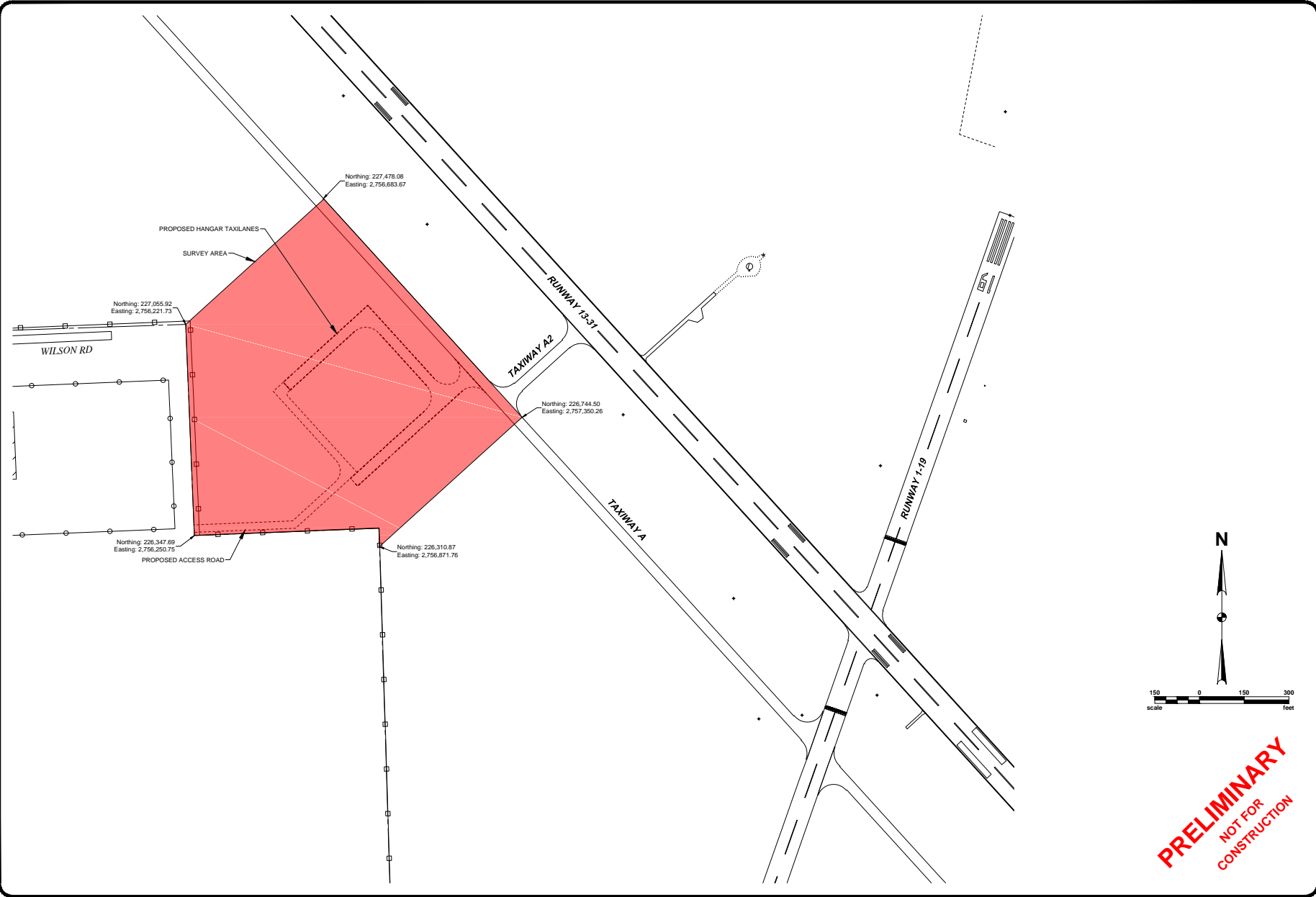


**CHAN GURNEY MUNICIPAL AIRPORT**  
 CITY OF YANKTON  
 YANKTON, SOUTH DAKOTA

**PROJECT WORK DESCRIPTION &  
 BASIS OF ESTIMATE**

DRAWN BY  
**JAB**  
 REVIEWED BY  
**JJB**  
 PROJECT NUMBER  
**2005-01789**  
 LAST REVISED DATE  
**02/25/2021**

SHEET  
**1**



**PRELIMINARY**  
 NOT FOR  
 CONSTRUCTION

**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, South Dakota  
 KLJ #2005-01789, AIP #3-46-0062-033-2021  
**Hourly Rate and Cost Breakdown**



**PHASE: Design and Bidding Services**  
 Design Hangar Taxilanes and Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Environmental Planner III	Engineer	Environmental Planner II	GIS Analyst III	Archaeologist II	Archaeologist III	Archaeologist IV			Task Direct Labor Cost
<b>Project Administration</b>														
Project Scoping Meeting with Owner														
Meeting Preparation		1												\$ 45.00
Participate in Meeting (including travel)		1												\$ 45.00
Prepare and File Meeting Minutes				1										\$ 25.00
Prepare Project Detailed Scope of Services and Schedule		2												\$ 90.00
Project Detailed Scope of Services Review with FAA														
Meeting Preparation														\$ -
Participate in Meeting (including travel)		2												\$ 90.00
Prepare and File Meeting Minutes				1										\$ 25.00
Engineering Detailed Scope of Services and Hour Negotiations		2												\$ 90.00
Agreement for Professional Services	1	2												\$ 119.00
Prepare and Coordinate Subconsultant Agreements		4												\$ 180.00
Independent Fee Document Preparation		2												\$ 90.00
														\$ -
<b>Subtotal</b>														<b>\$ 799.00</b>
<b>Project Management</b>														
Overall Project Management	5	15												\$ 965.00
Project Startup Meeting		1	1											\$ 77.00
Project Budget Setup		1		1										\$ 70.00
Bi-Weekly Budget Review / Projections		6												\$ 270.00
Monthly Invoicing		6		6										\$ 420.00
Periodic Internal Meetings		3	3											\$ 231.00
Develop Quality Control Plan		2												\$ 90.00
FAA Grant Reimbursement Processing		4		4										\$ 280.00
FAA Grant Pre-Application Checklist		1	2											\$ 109.00
Monthly Status Reports		6		6										\$ 420.00
FAA Quarterly Reports		3		3										\$ 210.00
DBE Reporting				2										\$ 50.00
Prepare SDDOT Audit Review Information		1												\$ 45.00
														\$ -
<b>Subtotal</b>														<b>\$ 3,237.00</b>
<b>Project Pre-Design</b>														
Pre-Design Meeting														
Meeting Preparation	0.5	1												\$ 74.00
Participate in Meeting (including travel)	3	3												\$ 309.00
Assist with Preliminary FAA Reimbursable Agreement														\$ -
Site Visit, Investigations and Data Collection		2	6											\$ 282.00
Coordinate Preliminary Soils Investigation		4												\$ 180.00
Preliminary Survey and Base Map Preparation		2	6											\$ 282.00
Develop Project Justification		1												\$ 45.00
Environmental Field Studies	1	2			22		40	12	44	24	4			\$ 4,718.00
Develop and Submit Environmental Checklist	1	2			20									\$ 888.00
Application for Federal Assistance		2	2											\$ 154.00
Analysis of FAA Standards		2	6											\$ 282.00
Complete Pavement Design / Life Cycle Cost Analysis		2	6											\$ 282.00
Engineering Design Report		4	24											\$ 948.00
Prepare Preliminary Opinion of Cost and Update Airport Capital Improvement Plan (ACIP)		2	4											\$ 218.00
Update Airport Layout Plan (ALP) Drawings		1	4											\$ 173.00
Develop DBE Plan	1	2	2	24										\$ 812.00
Pre-Design Internal Document Review		4												\$ 180.00
														\$ -
<b>Subtotal</b>														<b>\$ 9,827.00</b>
<b>Preliminary Plan &amp; Specifications</b>														
Complete Pavement Design		1	4											\$ 173.00
Develop Project Geometrics		2	8											\$ 346.00
Prepare Subsurface Drainage Design			4											\$ 128.00
Develop Site Grading Plan		4	24											\$ 948.00
Prepare Storm Drainage Design		2	12											\$ 474.00
Prepare Erosion Control Plan			2											\$ 64.00

**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, South Dakota  
 KLJ #2005-01789, AIP #3-46-0062-033-2021  
**Hourly Rate and Cost Breakdown**



**PHASE: Design and Bidding Services**  
 Design Hangar Taxilanes and Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Environmental Planner III	Engineer	Environmental Planner II	GIS Analyst III	Archaeologist II	Archaeologist III	Archaeologist IV			Task Direct Labor Cost
Prepare Airfield Lighting and Signage Design			8			4								\$ 436.00
Prepare Utility Plan			2											\$ 64.00
Preliminary Plan Sheets:														\$ -
Cover Sheet			1											\$ 32.00
Sheet Index			1											\$ 32.00
Project Work Description and Basis of Estimate			2											\$ 64.00
Construction Safety and Phasing Plan		4	8											\$ 436.00
Construction Safety and Phasing Plan Details and Notes		1	2											\$ 109.00
Traffic Control Details			2											\$ 64.00
Erosion Control Plan and Details			2											\$ 64.00
Existing Utility Plan			2											\$ 64.00
General Project and Construction Notes		2	4											\$ 218.00
Demolition Plan and Notes			2											\$ 64.00
Typical Pavement Sections			2											\$ 64.00
Plan and Profile		2	8											\$ 346.00
Cross Sections		2	8											\$ 346.00
Grading and Drainage Plan		2	8											\$ 346.00
Storm Sewer Layouts and Details		2	8											\$ 346.00
Underdrain Layouts and Details			4											\$ 128.00
Paving Layouts and Details		2	8											\$ 346.00
Pavement Marking Plan - Permanent		2	4											\$ 218.00
Pavement Marking Details - Permanent		2	2											\$ 154.00
Electrical Signing Plan			4											\$ 128.00
Electrical Details			2											\$ 64.00
Electrical Notes			2											\$ 64.00
Subconsultant Coordination	1	4												\$ 238.00
Prepare Preliminary Contract Documents		2	4											\$ 218.00
Prepare Technical Specifications		2	8											\$ 346.00
Prepare Modification to Standards Request		2	2											\$ 154.00
Prepare Preliminary Estimate of Construction Cost		2	4											\$ 218.00
Prepare Preliminary Construction Schedule		1	1											\$ 77.00
<del>Update Signage and Marking Plan</del>														\$ -
Preliminary Internal Plans and Specifications Review		8												\$ 360.00
Preliminary Design Review Meeting with Owner														\$ -
Meeting Preparation	0.5	1												\$ 74.00
Participate in Meeting (including travel)	3	3												\$ 309.00

**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, South Dakota  
 KLJ #2005-01789, AIP #3-46-0062-033-2021  
**Hourly Rate and Cost Breakdown**



**PHASE: Design and Bidding Services**  
 Design Hangar Taxilanes and Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Environmental Planner III	Engineer	Environmental Planner II	GIS Analyst III	Archaeologist II	Archaeologist III	Archaeologist IV			Task Direct Labor Cost
Periodic Owner Meetings														
Meeting Preparation	0.5	1												\$ 74.00
Participate in Meeting (including travel)	3	3												\$ 309.00
Periodic Agency Meetings														
Meeting Preparation	1	2												\$ 148.00
Participate in Meeting (including travel)	2	2												\$ 206.00
														\$ -
<b>Subtotal</b>														<b>\$ 9,061.00</b>
<b>Final Plans and Specifications</b>														
Prepare Engineer's Responses to Review Comments		2												\$ 90.00
Prepare Final Plans														\$ -
Cover Sheet			1											\$ 32.00
Sheet Index			1											\$ 32.00
Project Work Description and Basis of Estimate			1											\$ 32.00
Construction Safety and Phasing Plan		1	2											\$ 109.00
Construction Safety and Phasing Plan Details and Notes		1	2											\$ 109.00
Traffic Control Details			1											\$ 32.00
Erosion Control Plan and Details			2											\$ 64.00
Existing Utility Plan			1											\$ 32.00
General Project and Construction Notes		2	4											\$ 218.00
Demolition Plan and Notes			2											\$ 64.00
Typical Pavement Sections			2											\$ 64.00
Plan and Profile		2	8											\$ 346.00
Cross Sections		2	8											\$ 346.00
Grading and Drainage Plan		1	4											\$ 173.00
Storm Sewer Layouts and Details			2											\$ 64.00
Underdrain Layouts and Details			2											\$ 64.00
Paving Layouts and Details		1	4											\$ 173.00
Pavement Marking Plan - Permanent			1											\$ 32.00
Pavement Marking Details - Permanent			1											\$ 32.00
Electrical Signing Plan			2			2								\$ 154.00
Electrical Details			2			2								\$ 154.00
Electrical Notes			2			2								\$ 154.00
Prepare Final Contract Documents/Technical Specifications		2	4											\$ 218.00
Prepare Final Construction Safety and Phasing Plan		2	4											\$ 218.00
Update Final Quantities and Construction Cost Estimate		1	2											\$ 109.00
Prepare Engineering Design Report Supplement		1	2											\$ 109.00
Update Construction Schedule		1	1											\$ 77.00
FAA Plans and Specifications Review			2											\$ 90.00
Final Internal Plans and Specifications Review			8			16								\$ 1,080.00
Final Plans and Specifications Revisions			2	8										\$ 346.00
Final Design Review Meeting with Owner														
Meeting Preparation	0.5	1												\$ 74.00
Participate in Meeting (including travel)	3	3												\$ 309.00
Periodic Owner Meetings														
Meeting Preparation	0.5	1												\$ 74.00
Participate in Meeting (including travel)	3	3												\$ 309.00
Periodic Agency Meetings														
Meeting Preparation	0.5	1												\$ 74.00
Participate in Meeting (including travel)	1	1												\$ 103.00
														\$ -
<b>Subtotal</b>														<b>\$ 5,760.00</b>
<b>Bidding Services</b>														
Print and Distribute Plans and Specifications		1	2	4										\$ 209.00
Bid Invitations and Advertisement		1		1										\$ 70.00
Document and Respond to Contractor Questions		6		4										\$ 270.00
Create and Maintain Planholder's List		1		4										\$ 145.00
Issue Addenda		4	8											\$ 436.00
Attend Bid Opening														
Bid Opening Preparation	0.5	1												\$ 74.00
Participate in Bid Opening (including travel)	3	3												\$ 309.00
Prepare Bid Tabulation		1		1										\$ 70.00
Bidder Contractual Requirements Review														

**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, South Dakota  
 KLJ #2005-01789, AIP #3-46-0062-033-2021  
**Hourly Rate and Cost Breakdown**



**PHASE: Design and Bidding Services**  
 Design Hangar Taxilanes and Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Environmental Planner III	Engineer	Environmental Planner II	GIS Analyst III	Archaeologist II	Archaeologist III	Archaeologist IV				Task Direct Labor Cost
Buy American Review		0.5		1											\$ 47.50
DBE Review		0.5		2											\$ 72.50
Bid Deficiencies Evaluation		0.5		1											\$ 47.50
Prepare Recommendations of Award	0.5	2													\$ 119.00
Prepare and Submit FAA Grant Application		2		4											\$ 218.00
Prepare Award and Construction Contract Documents		2		4											\$ 218.00
															\$ -
<b>Subtotal</b>															<b>\$ 2,305.50</b>
Total Hours	35.5	230.5	329	62	42	26	40	12	44	24	4	0	0	0	
Hourly Rate	\$58.00	\$45.00	\$32.00	\$25.00	\$37.00	\$45.00	\$30.00	\$35.00	\$25.00	\$36.00	\$43.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$	30,989.50
Indirect Labor Total (1.8516 Overhead Rate)	\$	57,380.16
<b>Direct and Indirect Labor Total</b>	<b>\$</b>	<b>88,369.66</b>
Fixed Fee (13%)	\$	11,488.06
Cost of Facilities (0.91%)	\$	282.00
<b>Subtotal</b>	<b>\$</b>	<b>100,139.72</b>

Expenses					
Air Charter	N/A	per trip @	0	trips	\$ -
Per Diem - Lodging	\$ 96.00	per day @	0	days	\$ -
Per Diem - Meals	\$ 40.00	per day @	0	days	\$ -
Other Expenses	Survey Subconsultant - Stockwell Engineerings				\$ 2,675.00
Other Expenses	Tribal Cultural Specialists				\$ 3,796.20
Other Expenses	Geotechnical Subconsultant- AET				\$ 8,570.00

Expenses Total \$ 15,041.20

**Design and Bidding Services Total Cost \$ 115,180.92**

**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, South Dakota  
 KLJ #2005-01789, AIP #3-46-0062-033-2021  
**Hourly Rate and Cost Breakdown**



**PHASE: FAA Project Closeout Report**  
 Design Hangar Taxiways and Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II										Task Direct Labor Cost
Overall Project Management	2	4												\$ 296.00
Prepare Final Payment														\$ -
Prepare DBE Summary Report														\$ -
Prepare Executive Summary		1	2											\$ 109.00
Prepare Quantity Revision Summary														\$ -
Prepare ALP Update														\$ -
Exhibit A Update														\$ -
Prepare Record Drawings														\$ -
Prepare Closeout Report Document	1	2	8	8										\$ 604.00
<b>Subtotal</b>														<b>\$ 1,009.00</b>
Total Hours	3	7	10	8	0	0	0	0	0	0	0	0	0	
Hourly Rate	\$58.00	\$45.00	\$32.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$	1,009.00
Indirect Labor Total (1.8516 Overhead Rate)	\$	1,868.26
<b>Direct and Indirect Labor Total =</b>	<b>\$</b>	<b>2,877.26</b>
Fixed Fee (13%)	\$	374.04
Cost of Facilities (0.91%)	\$	9.18
<b>Subtotal</b>	<b>\$</b>	<b>3,260.48</b>

Expenses					
Air Charter	N/A	per trip @	0	trips	\$ -
Per Diem - Lodging	\$ 96.00	per day @	0	days	\$ -
Per Diem - Meals	\$ 40.00	per day @	0	days	\$ -
Materials and Supplies					\$ -
Other Expenses					\$ -

Expenses Total \$ -

**FAA Project Closeout Report Total Cost \$ 3,260.48**

**Total Cost - Preliminary and Design Services, Construction Observation and Records, FAA Project Closeout Report \$ 118,441.40**

## **Federal Contract Provisions**

### **Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors**

#### **A1 ACCESS TO RECORDS AND REPORTS**

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

#### **ACCESS TO RECORDS AND REPORTS**

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

#### **A2 CIVIL RIGHTS - GENERAL**

49 USC § 47123

#### **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **A3 CIVIL RIGHTS – TITLE VI ASSURANCE**

49 USC § 47123

FAA Order 1400.11

#### **TITLE VI SOLICITATION NOTICE:**

The City of Yankton, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be

afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:**

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

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



the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

#### **A4 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

2 CFR § 200, Appendix II(E)

##### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

###### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

###### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

###### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

###### **4. Subcontractors.**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **A5 DEBARMENT AND SUSPENSION**

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

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

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

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

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

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

## **A6 DISADVANTAGED BUSINESS ENTERPRISE**

49 CFR part 26

### **DISADVANTAGED BUSINESS ENTERPRISES**

Information submitted as a matter of bidder responsibility:

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Yankton to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29) –** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City of Yankton. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Yankton. This clause applies to both DBE and non-DBE subcontractors.

**A7 DISTRACTED DRIVING**

Executive Order 13513

DOT Order 3902.10

## **TEXTING WHEN DRIVING**

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **A8 ENERGY CONSERVATION REQUIREMENTS**

2 CFR § 200, Appendix II(H)

### **ENERGY CONSERVATION REQUIREMENTS**

Consultant and Sub-consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

## **A9 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### **EQUAL OPPORTUNITY CLAUSE**

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

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

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the

work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.



e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who

fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

## **A10 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

29 USC § 201, et seq

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

## **A11 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

### **A12 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

29 CFR part 1910

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

## **A13 TAX DELINQUENCY AND FELONY CONVICTIONS**

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

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

#### **Certifications**

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

#### **Note**

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

#### **Term Definitions**

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

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

## **A14 TERMINATION OF CONTRACT**

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **A15 TRADE RESTRICTION CERTIFICATION**

49 USC § 50104

49 CFR part 30

### **TRADE RESTRICTION CERTIFICATION**

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

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.



## **A16 VETERAN'S PREFERENCE**

49 USC § 47112(c)

### **VETERAN'S PREFERENCE**

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



**Invoice**

Invoice Number: 10186023

Invoice Date: 03/16/2023

Invoice Terms: NET 30

To: CHAN GURNEY MUNICIPAL AIRPORT  
CITY OF YANKTON  
PO BOX 176  
416 WALNUT ST  
YANKTON, SD US 57078

**Please Remit To**  
KLJ Engineering LLC  
PO Box 4130  
Bismarck, ND 58502  
Phone: 701.250.5996

Project: 2005-01789.2  
Manager: STORM, AARON R  
Professional Services for the Period Ending 03/04/2023

YKN Hangar Taxilanes and Access Road  
Design - AIP #3-46-0062-033-2021

Task: 2 **Design Services**

Contract Maximum: \$115,180.92  
Previous Billings Against Maximum: \$111,000.00  
Current Billings Against Maximum: \$4,180.92  
Budget Remaining After Invoice: \$0.00

Lump Sum: \$4,180.92

Project Subtotal: \$0.00  
Fees: \$4,180.92  
Billing Total: \$4,180.92

\*\*\*Current Invoice Amount\*\*\*

\$4,180.92



**Invoice**

Invoice Number: 10190130

Invoice Date: 06/15/2023

Invoice Terms: NET 30

To: CHAN GURNEY MUNICIPAL AIRPORT  
CITY OF YANKTON  
PO BOX 176  
416 WALNUT ST  
YANKTON, SD US 57078

**Please Remit To**  
KLJ Engineering LLC  
PO Box 4130  
Bismarck, ND 58502  
Phone: 701.250.5996

Project: 2005-01789.14  
Manager: STORM, AARON R  
Professional Services for the Period Ending 06/03/2023

YKN Hangar Taxilanes and Access Road  
Closeout - AIP #3-46-0062-033-2021

Task: 14 **FAA Project Closeout Report**

Contract Maximum: \$3,260.48  
Previous Billings Against Maximum: \$1,000.00  
Current Billings Against Maximum: \$2,260.48  
Budget Remaining After Invoice: \$0.00

Lump Sum: \$2,260.48

Project Subtotal: \$0.00  
Fees: \$2,260.48  
Billing Total: \$2,260.48

\*\*\*Current Invoice Amount\*\*\*

\$2,260.48

**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES  
AGREEMENT NUMBER \_\_\_\_\_**

**THIS AGREEMENT** is made as of this 8th day of April 2021, 2021, between City of Yankton (“OWNER”) with principal offices at 416 Walnut St, PO Box 176, Yankton, SD 57078, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Independent Fee Estimate for Design Phase Services for the Hangar Taxilanes and Access Road Project at the Chan Gurney Municipal Airport (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of

- lump sum. The amount of the lump sum is Three Thousand One Hundred Dollars (\$3,100.00).

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services

described in Exhibit A within a reasonable period of time.


within the time period(s) described in Exhibit A.

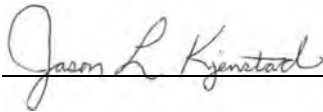
as follows:

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Yankton  
\_\_\_\_\_  
"OWNER"  
  
BY:   
  
NAME: Amy Leon  
  
TITLE: City Manager  
  
ADDRESS: PO Box 176  
Yankton SD 57078

HDR ENGINEERING, INC.  
"ENGINEER"  
  
BY:   
  
NAME: Jason Kjenstad  
  
TITLE: Vice President  
  
ADDRESS: 101 S. Phillips Ave, Ste 401  
Sioux Falls, SD 57104

**EXHIBIT A**

**SCOPE OF SERVICES**

## **EXHIBIT A**

### **SCOPE OF SERVICES**

HDR will complete an Independent Fee Estimate (IFE) on the Design Phase Services for the Hangar Taxilanes and Access Road Project at the Chan Gurney Municipal Airport. The IFE will be based on the scope of services provided by KLJ.

Items not included in the Scope of Services:

- Field Review Visit – We are relying totally on the information provided to us
- Audit – Any services required to coordinate with city, SDDOT or FAA Audit.
- Post Review Report – any services beyond the delivery of the report required to explain differences between the initial cost estimate and the IFE are not included.

The basis of our IFE is the Scope of Services sent from your Engineering consultant and are attached to this agreement. HDR will prepare the IFE and return it by April 15, 2021.

We look forward to working with you on this project. Please contact me at 605.360.9864 or [eric.hanson@hdrinc.com](mailto:eric.hanson@hdrinc.com) with any questions.



**EXHIBIT B**

**TERMS AND CONDITIONS**

# HDR Engineering, Inc. Terms and Conditions for Professional Services

## 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or 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 ENGINEER's services.

## 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue 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 any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

## 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

## 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

## 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

## 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

## 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

## 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### **9. TERMINATION OF AGREEMENT**

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### **10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### **11. INVOICES**

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### **12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### **13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### **14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### **15. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### **17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

#### **18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### **19. NO THIRD PARTY BENEFICIARIES**

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

#### **20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

#### **21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

#### **22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed 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, recommended or assessed 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.

#### **23. FORCE MAJEURE**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.



**Invoice**

Please send remittance with copy of invoice to  
**HDR, Inc.**  
**US Engineering Accounts Receivable**  
**PO Box 74008202**  
**Chicago, IL 60674-8202**

**HDR Engineering, Inc.**  
**101 S. Phillips Avenue, Suite 401**  
**Sioux Falls, SD, 57104**  
**Phone: (605) 977-7740**

HDR Invoice No. 1200345348  
Invoice Date 5/10/2021  
Month Ending 4/24/2021

Dave Mingo  
City Yankton  
416 Walnut St  
PO Box 176  
Yankton, SD 57078

Project Number Amount Due  
10297715 \$3,100.00

**FINAL INVOICE**

Professional Engineering Services: IFE for Design Phase Services for the Hangar Taxilanes and Access Road Project at the Chan Gurney Municipal Airport

<u>Fee</u>	<u>Percent Complete</u>	<u>Fee Earned To Date</u>	<u>Previously Invoiced</u>	<u>Current Invoice</u>	
\$3,100.00	100%	\$3,100.00	\$0.00	\$3,100.00	\$3,100.00

<u>Fee Summary</u>	<u>Month</u>	<u>To Date</u>	<u>Agreement</u>
	\$3,100.00	\$3,100.00	\$3,100.00

**AMOUNT DUE THIS INVOICE \$3,100.00**

YANKTON DAILY PRESS & DAKOTAN  
319 WALNUT ST  
YANKTON SD 57078  
(605)665-7811  
Fax (605)665-0288

ORDER CONFIRMATION

Salesperson: MISCELLANEOUS-OPEN REP Printed at 03/29/23 10:54 by kkron-pd

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Acct #: 2504 Ad #: 142207 Status: New WHOLD

CITY OF YANKTON Start: 03/31/2023 Stop: 04/07/2023  
PO BOX 176 Times Ord: 2 Times Run: \*\*\*  
YANKTON SD 57078 LGL 1.00 X 463.00 Words: 2153  
Total LGL 463.00  
Class: 2010 LEGAL AND PUBLIC NOTICES  
Rate: LLGL Cost: 268.13  
# Affidavits: 1

Contact: AL V Ad Descrpt: ADVERTISEMENT FOR BIDS CH  
Phone: (605)668-5244 Given by: \*  
Fax#: P.O. #:  
Email: lyardley@cityofyankton.org Created: kkron 03/29/23 10:15  
Agency: Last Changed: kkron 03/29/23 10:49

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URL: \_\_\_\_\_

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Source: \_\_\_\_\_ Section: CLASSIFIED Page: \_\_\_\_  
Camera Ready: N Group: \_\_\_\_\_ AdType: \_\_\_\_\_  
Misc: \_\_\_\_\_  
Proof: \_\_\_\_\_ Pickup Date: \_\_\_\_\_ Ad#: \_\_\_\_\_  
Delivery Instr: \_\_\_\_\_ Pickup Src: \_\_\_\_\_  
Changes: None \_\_\_\_ Copy \_\_\_\_ Art \_\_\_\_ Size \_\_\_\_ Copy Chg Every Run \_\_\_\_  
Coupon: \_\_\_\_ Color: \_\_\_\_\_ Gang Ad #: \_\_\_\_\_  
Ad Copy Method: \_\_\_\_\_  
Special Instr: \_\_\_\_\_

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PUB ZONE EDT TP RUN DATES  
PD A 97 S Fri 03/31, Fri 04/07  
PDIN A 97 S Fri 03/31, Fri 04/07  
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AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

\_\_\_\_\_  
Name (print or type) Name (signature)

(CONTINUED ON NEXT PAGE)

This ad has been reformatted for proofing purposes. Column breaks are not necessarily as they will appear in publication.

**Advertisement for Bids**

Chan Gurney Municipal Airport  
Yankton, South Dakota  
BIL-AIG NO. 3-46-0062-037-2023;  
AIP NO. 3-46-0062-038-2023

Sealed bids for the construction of airport improvements on the site of the Chan Gurney Municipal Airport, Yankton, South Dakota will be received by the City of Yankton, Yankton, South Dakota until 3:00 PM CT on April 20, 2023. All bids will be publicly opened and read aloud at City Hall, Second Floor Meeting Room A, 416 Walnut Street, Yankton, South Dakota.

The bid documents are to be mailed or delivered to City Finance Office, City of Yankton, 416 Walnut Street, PO Box 176 Yankton, South Dakota 57078 and shall be sealed and endorsed, "Airport Improvements, Chan Gurney Municipal Airport, BIL-AIG No. 3-46-0062-037-2023 and AIP No. 3-46-0062-038-2023."

The proposed work includes the following:

Construct North Hangar Taxilanes, Access Road, and Runway 20 End Taxiway Turnaround. Work items include but are not limited to unclassified excavation, installation of edge drain system, aggregate material installation, asphalt paving, permanent pavement markings, electrical work, and airside traffic control.

Plans and specifications are on file and may be seen at the office of Public Works, City Hall, 416 Walnut Street, Yankton, South Dakota and at the office of KLJ, 5110 E 57th Street, Sioux Falls, South Dakota, 57108 .

Copies of the plans and specifications and other bidding contract documents may be obtained by payment of \$125 from KLJ, Inc., 5110 East 57th Street, Sioux Falls, South Dakota, 57108 for each set so obtained. KLJ shall, upon request, furnish at least one copy of the plans and specifications, without charge, to each contractor resident in South Dakota who intends, in good faith, to bid upon the improvement project. KLJ may require the return of the copy at the time of the opening of bids. An optional, complete set of digital project bidding documents are available at [www.kljeng.com](http://www.kljeng.com) "Projects for Bid" or [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents for \$40 by inputting Quest project # 8380737 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information. Contact KLJ at 605-444-1864 if you have any questions.

Each bid in excess of \$50,000.00 shall be accompanied by either a

certified check, cashier's check or draft in a sum equal to five percent (5%) of the maximum bid price and drawn on a State or National Bank or a bid bond in a sum equal to ten percent (10%) of the maximum bid price executed by the Bidder as principal and by a surety company authorized to do business in the State of South Dakota, payable to the City of Yankton, conditioned that if the principal's bid be accepted and the contract awarded to him, he, within ten (10) days after Notice of Award has been executed, will execute and effect a contract in accordance with the terms of his bid and a contractor's bond as required by law and regulations and determinations of the governing board. The bid security of the two lowest bidders will be retained until the Notice of Award has been executed, but no longer than thirty (30) days. The bid security is a guarantee that the bidder will enter into contract for work described in the Proposal.

The successful Bidder will be required to furnish a Contract Performance Bond, a Payment Bond in the full amount of the Contract, and proof of Contractor's Excise Tax License.

The City of Yankton reserves the right to hold all bids for a period of sixty (60) days after the date fixed for the opening thereof to reject any and all bids and waive defects and to accept any bids should it be deemed for the public good and also reserves the right to reject the bid of any party who has been delinquent or unfaithful in the performance of any former contract to the Owner.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

Goals for minority participation for each trade: 1.2%  
Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical

area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is South Dakota, Yankton County, Yankton.

**TITLE VI SOLICITATION NOTICE**

The City of Yankton, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offeror's that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses, or disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**DISADVANTAGED BUSINESS ENTERPRISE**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Yankton to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

**TRADE RESTRICTION CERTIFICATION**

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

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

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA

#### **FEDERAL CONTRACT PROVISIONS**

A full list of Federal Provisions by which the Bidder must comply, are incorporated by reference and contained within the specifications. Federal Contract Provisions are available at [http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/) and include the following:

1. Buy American Preferences Title 49 USC § 50101; Executive Order 14005, Ensuring the Future is Made in All of America by All of Americas Workers; Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)
2. Civil Rights Title VI Assurances - 49 USC § 47123 and FAA Order 1400.11
3. Davis Bacon Requirements 2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147; (Applicable to contracts exceeding \$2,000)
4. Debarment and Suspension 2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689; (Applicable to contracts exceeding \$25,000)
5. Lobbying Federal Employees 31 USC § 1352 Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I); 49 CFR Part 20, Appendix A; (Applicable to contracts exceeding \$100,000)
6. Procurement of Recovered Materials 2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA)); (Applicable to contracts exceeding \$10,000)

Dated this 31 of March 2023.

/s/Amy Leon, City Manager  
Amy Leon, City Manager  
City of Yankton  
Yankton, South Dakota

Published twice at the total approximate cost of \$268.13 and can be viewed free of charge at [www.sd-publicnotices.com](http://www.sd-publicnotices.com)

**Published March 31 & April 7, 2023.**



# AFFIDAVIT OF PUBLICATION

YANKTON DAILY PRESS AND DAKOTAN

CITY OF YANKTON  
PO BOX 176  
YANKTON SD 57078

STATE OF SOUTH DAKOTA  
COUNTY OF YANKTON

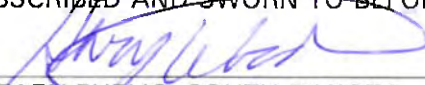
KELLY HERTZ, BEING FIRST DULY SWORN ON OATH DEPOSES AND SAYS THAT (S)HE IS THE MANAGING EDITOR OF YANKTON MEDIA INC, A CORPORATION, THE PRINTER AND THE PUBLISHER OF THE YANKTON DAILY PRESS AND DAKOTAN, A LEGAL DAILY NEWSPAPER PUBLISHED AND CIRCULATED IN THE CITY OF YANKTON, SAID COUNTY AND STATE, AND ONE OF THE OFFICIAL NEWSPAPERS OF THE SAID COUNTY OF FACTS STATED IN THIS AFFIDAVIT; THAT THE ANNEXED ADVERTISEMENT FOR BIDS CH

TAKEN FROM THE PAPER, IN WHICH IT WAS LAST PUBLISHED IN THE NEWSPAPER ON THE 7th DAY OF April, 2023 THAT THE FULL AMOUNT OF THE FEE CHARGED FOR THE PUBLICATION OF SAID NOTICE TO WIT \$268.13 ENSURES TO THE BENEFITS OF THE PUBLISHER OF SAID NEWSPAPER AND THAT NO AGREEMENT AND UNDERSTANDING FOR THE DIVISION THEREOF HAS BEEN MADE WITH ANY OTHER PERSON, AND THAT NO PART THEREOF HAS BEEN AGREED TO BE PAID TO ANY PERSON WHOMSOEVER.

PUBLISHED ON: 03/31/2023 04/07/2023

FILED ON: 04/10/2023

  
SUBSCRIBED AND SWORN TO BEFORE ME THIS 10th DAY OF April, 2023

  
NOTARY PUBLIC, SOUTH DAKOTA  
MY COMMISSION EXPIRES 03/06/2029



Ad text : Advertisement for Bids  
Chan Gurney Municipal Airport  
Yankton, South Dakota  
BIL-AIG NO. 3-46-0062-037-2023; AIP NO. 3-46-0062-038-2023

Sealed bids for the construction of airport improvements on the site of the Chan Gurney Municipal Airport, Yankton, South Dakota will be received by the City of Yankton, Yankton, South Dakota until 3:00 PM CT on April 20, 2023. All bids will be publicly opened and read aloud at City Hall, Second Floor Meeting Room A, 416 Walnut Street, Yankton, South Dakota.

The bid documents are to be mailed or delivered to City Finance Office, City of Yankton, 416 Walnut Street, PO Box 176 Yankton, South Dakota 57078 and shall be sealed and endorsed, "Airport Improvements, Chan Gurney Municipal Airport, BIL-AIG No. 3-46-0062-037-2023 and AIP No. 3-46-0062-038-2023."

The proposed work includes the following:

Construct North Hangar Taxilanes, Access Road, and Runway 20 End Taxiway Turnaround. Work items include but are not limited to unclassified excavation, installation of edge drain system, aggregate material installation, asphalt paving, permanent pavement markings, electrical work, and airside traffic control.

Plans and specifications are on file and may be seen at the office of Public Works, City Hall, 416 Walnut Street, Yankton, South Dakota and at the office of KLJ, 5110 E 57th Street, Sioux Falls, South Dakota, 57108 .

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Each bid in excess of \$50,000.00 shall be accompanied by either a certified check, cashier's check or draft in a sum equal to five percent (5%) of the maximum bid price and drawn on a State or National Bank or a bid bond in a sum equal to ten percent (10%) of the maximum bid price executed by the Bidder as principal and by a surety company authorized to do business in the State of South Dakota, payable to the City of Yankton, conditioned that if the principal's bid be accepted and the contract awarded to him, he, within ten (10) days after Notice of Award has been executed, will execute and effect a contract in accordance with the terms of his bid and a contractor's bond as required by law and regulations and determinations of the governing board. The bid security of the two lowest bidders will be retained until the Notice of Award has been executed, but no longer than thirty (30) days. The bid security is a guarantee that the bidder will enter into contract for work described in the Proposal.

The successful Bidder will be required to furnish a Contract Performance Bond, a Payment Bond in the full amount of the Contract, and proof of Contractor's Excise Tax License.

The City of Yankton reserves the right to hold all bids for a period of sixty (60) days after the date fixed for the opening thereof to reject any and all bids and waive defects and to accept any bids should it be deemed for the public good and also reserves the right to reject the bid of any party who has been delinquent or unfaithful in the performance of any former contract to the Owner.

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2.^The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

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The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3.^The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4.^As used in this notice and in the contract resulting from this solicitation, the "covered area" is South Dakota, Yankton County, Yankton.

#### TITLE VI SOLICITATION NOTICE

The City of Yankton, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC \*\* 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offeror's that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses, or disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Yankton to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

FEDERAL FAIR LABOR  
STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner

cancellation of the contract or subcontract for default at no cost to the Owner or the FAA

#### FEDERAL CONTRACT PROVISIONS

A full list of Federal Provisions by which the Bidder must comply, are incorporated by reference and contained within the specifications.

Federal Contract Provisions are available at

[http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/) and include the following:

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Dated this 31 of March 2023.

/s/Amy Leon, City Manager  
Amy Leon, City Manager  
City of Yankton  
Yankton, South Dakota

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Published March 31 & April 7, 2023.