



CITY OF YANKTON

2019_11_12

COMMISSION MEETING



Mission Statement

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

YANKTON BOARD OF CITY COMMISSIONERS

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

Tuesday, November 12, 2019

City of Yankton Community Meeting Room

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

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

I. ROUTINE BUSINESS

1. **Roll Call**
2. **Approve Minutes of regular meeting of October 28, 2019 and Work Session of October 28, 2019**
Attachment I-2
3. **Schedule of Bills**
Attachment I-3
4. **City Manager’s Report**
Attachment I-4
5. **Public Appearances**

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

II. CONSENT ITEMS

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

1. **Work Session**
Setting date of November 25, 2019, at 6:00 pm in Room #114 of the Regional Technical Education Center for the next work session of the Yankton City Commission to discuss 1928 Water Plant
2. **Possible Quorum Event**
December 6, 2019, for City of Yankton Christmas party, no official commission action

3. **Establishing public hearing for sale of alcoholic beverages**
Establish November 25, 2019, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for December 10, 2019 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, First Dakota National Bank, 225 Cedar Street, Yankton, SD.

Attachment II-3

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 renewal of Alcoholic Beverage Licenses**
Consideration of Memorandum #19-231 regarding consideration of the applications for renewal of Alcoholic Beverage Licenses for the 2019 (January 1, 2020, to December 31, 2020) licensing period

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. **Vehicle Purchase – Community Development**
Consideration of Memorandum #19-230 and Resolution #19-64 regarding purchase of a vehicle for the Community & Economic Development Department

Attachment IV-1
2. **Water Meter Fee Adjustment**
Consideration of Memorandum #19-232 and Resolution #19-63 regarding Water Meter Fee Annual Adjustment

Attachment IV-2
3. **Safety Manual**
Consideration of Memorandum #19-235 and Resolution #19-66 regarding the Safety Manual

Attachment IV-3
4. **Phone System – Yankton County**
Consideration of Memorandum #19-233 and Resolution #19-65 regarding Phone System with Yankton County

Attachment IV-4
5. **21st Street Close Out**
Consideration of Memorandum #19-234 regarding 21st Street Close Out

Attachment IV-5

6. Parks Advisory Board Amendment to By-Laws

Consideration of Memorandum #19-236 regarding Amending the Parks Advisory Board By-Laws

Attachment IV-6

7. Collective Bargaining Agreement

Consideration of Memorandum #19-237 and Resolution #19-67 regarding the Collective Bargaining Agreement

Attachment IV-7

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 NOVEMBER 12, 2019

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

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

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
CITY COMMISSION WORK SESSION, 6:00 P.M.
October 28th, 2019**

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

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

There were no public appearances at this time.

Todd Larson, Director of Parks and Recreation, reviewed the history of how the relationship with Great Life Golf Course and The City of Yankton came about. Nick Ovenden, President of Great Life Golf and Fitness, and Kristin Youngberg, Facilities Manager of Fox Run Golf, presented how the first year of operations went at the Fox Run Golf Course and an overview of the partnerships that they have established in Yankton.

No official city commission action was taken at this time.

Action 19-273

Moved by Commissioner Miner, seconded by Commissioner Schramm, to adjourn at 6:53 p.m.

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

Motion adopted.

Nathan V Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
October 28th, 2019**

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

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

Action 19-274

Moved by Commissioner Webber, seconded by Commissioner Schramm, to approve the Minutes of Regular Meeting of October 14th, 2019.

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

Mayor Johnson read that the City of Yankton does claim October 22, 2019, as: “Yankton as Monarch City USA Day” in the City of Yankton.

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

There were no public appearances at that time.

Action 19-275

Moved by Commissioner Carda, seconded by Commissioner Benson, that the following items on the Consent Agenda be approved.

1. **Assessment Roll; Noxious Vegetation and Abatement, set public hearing**
Consideration of Memorandum #19-228 and Resolution #19-61, recommending that November 25, 2019, be established as the date for a public hearing on the special assessment roll for removal of noxious vegetation and abatement
2. **Establish public hearing for renewal of Alcoholic Beverage Licenses**
Establish November 12, 2019, as the date for a public hearing and consideration of the applications for renewal of Alcoholic Beverage Licenses for the 2019 (January 1, 2020, to December 31, 2020) licensing period
3. **Fireworks Request by Holiday Lights Committee**
Consideration of Memorandum #19-227 regarding request to shoot small fireworks show during Holiday Lights Parade on December 5, 2019

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

Action 19-276

This was the time and place for the public hearing for the application for a Special Events RETAIL

(on-sale) Liquor License for one day, November 9, 2019 from Dayhuff Enterprises, Inc. (Jeff Dayhuff, President), dba O'Malley's Bar, NFAA, 800 Archery Lane, Yankton, South Dakota. (Memorandum 19-221) No one was present to speak for or against the application.

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

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

Motion adopted.

Action 19-277

This was the time and place for the public hearing to consider adoption of Ordinance No 1025, AN ORDINANCE AMENDING CERTAIN LANGUAGE IN THE DEFINITION OF "SIGN AREA" IN SECTION 27-71, CHAPTER 27, ARTICLE III. - SIGNS. (Memorandum 19-218) No one was present to speak for or against the ordinance. Moved by Commissioner Moser, seconded by Commissioner Webber, to adopt Ordinance No. 1025.

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

Motion adopted.

Action 19-278

This was the time and place for the public hearing to consider adoption of Ordinance No 1026, AN ORDINANCE AMENDING THE DESIGNATION OF STREETS AND AVENUES AS SNOW EMERGENCY ROUTES. (Memorandum 19-211) No one was present to speak for or against the ordinance. Moved by Commissioner Ferdig, seconded by Commissioner Webber, to adopt Ordinance No. 1026.

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

Motion adopted.

Action 19-279

This was the time and place for the public hearing to consider adoption of Ordinance No 1027, AN ORDINANCE AMENDING THE DESIGNATION OF STREETS AND AVENUES AS TRUCK ROUTES. (Memorandum 19-212) No one was present to speak for or against the ordinance.

Moved by Commissioner Benson, seconded by Commissioner Schramm, to adopt Ordinance No. 1027.

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

Motion adopted.

Action 19-280

Moved by Commissioner Webber, seconded by Commissioner Carda, to approve Resolution 19-58. (Memorandum 19-219)

RESOLUTION 19-58

WHEREAS, the plat of Lot 1 and 2 of Parcel D, located in the NW 1/4 of the NW 1/4, Less Highway Lot H-1, Section 18, T93N, R55W of the 5th P.M., City and County of Yankton, South Dakota has been prepared by Thomas Lynn Week, a registered land surveyor in the state of South Dakota, and

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

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the

City of Yankton, South Dakota, that the plat for the above described property is hereby approved.

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

Action 19-281

Moved by Commissioner Miner, seconded by Commissioner Benson, to approve Change Order #1, accept the project and authorize the final payment request for the 2019 Cold Applied Plastic Pavement Marking Installation Project and directing the Finance Officer to issue a manual check in the amount of \$43,570.50 to Dakota Traffic Services, LLC. of Tea, South Dakota. (Memorandum 19-223)

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

Action 19-282

Moved by Commissioner Carda, seconded by Commissioner Webber, to approve the following surplus equipment bids be awarded to the highest bidders: Workout Equipment-1996 seated dip to Jordan Groves of Yankton for \$10.00; 1998 seated bicep to Brian Hunhoff of Yankton for \$30.00; 2000 C546 Precor elliptical crosstrainer to Jordan Groves of Yankton for \$105.00; 2002 Precor dual elliptical to Jenny Cole of Yankton for \$150.00, and the 2006 True recumbent bike to Jason Orr of Yankton for \$51.00. Other surplus: Sturdy solid wood bookshelf - 73.5-inch X 30.5-inch X 15-inch to Ann Clough of Yankton as detailed in Memorandum 19-220. (Memorandum 19-220)

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

Action 19-283

Moved by Commissioner Moser, seconded by Commissioner Miner, to approve Resolution 19-60. (Memorandum 19-224)

RESOLUTION 19-60

WHEREAS, the City of Yankton has determined that it is necessary to collect fees to a level which will help ease the current parks and special events subsidy, help maintain the current parks equipment used at events, and promote the submission of requests well in advance of events, and

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners:
The rates adopted shall be:

2020 Special Events Application Fee:

- \$0 – 90 days or more prior to event
- \$50 – 60 to 89 days prior to event
- \$100 – 30 to 59 days prior to event *

*any applications turned in within 30 days of the event may not be approved.

2020 Street Closure Application Fee:

- \$0 – 30 days or more prior to event
- \$25 – less than 30 days prior to event*

*any applications turned in within 30 days of the event may not be approved

2020 Equipment Use for Special Events Fee:

\$25 – delivery fee for any City of Yankton materials needing delivered and picked back up from event. Including, but not limited to, picnic tables, garbage barrels, benches, signage, and cones.

Roll Call: Commissioners voting “Aye” were Benson, Carda, Ferdig, Miner, Moser, Schramm, Webber and Mayor Johnson; voting “Nay:” Commissioner Hoffner.
Motion adopted.

Action 19-284

Moved by Commissioner Schramm, seconded by Commissioner Benson, to approve Resolution 19-59. (Memorandum 19-222)

RESOLUTION 19-59

Request for Special Events Parking Ordinance #933 to be in place during
Yankton Holiday Festival of Lights

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

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

WHEREAS, the Holiday Festival of Lights Committee has made a request to enact this no parking zone for their event on December 5, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on Third Street from Capitol Street to Cedar Street to be closed from 3:00pm to 9:00 pm on December 5, 2019.

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

Action 19-285

Moved by Commissioner Ferdig, seconded by Commissioner Moser, to approve a partnership with Larry Olson and authorize staff to spend up to \$1,000 from the BBB to fund outlet upgrades and installation of outlets on light poles in the Meridian District and downtown area. (Memorandum 19-225)

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

Action 19-286

Moved by Commissioner Moser, seconded by Commissioner Carda, to approve the Second Addendum to the Professional Services Agreement. (Memorandum 19-216)

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

Action 19-287

This was the time and place for the public hearing for the bid opening for the Huether Family Aquatics Center. Bids were opened on Thursday, October 17th, 2019. The bid package included the base bid and

three alternatives. Alternatives include additional irrigation, sidewalk/trail replacement along the perimeter of the project, and accommodation for future security cameras in the parking lot area of the facility. David Locke, Landscape Architect from Stockwell Engineers, was present to answer any bid questions. Eight bids were received. The low bidder was Welfl Construction from Yankton with a base bid with alternates of \$10,386,500. This bid is well below the engineer's estimate of \$14,155,800.00. (Memorandum 19-226)

Moved by Commissioner Webber, seconded by Commissioner Schramm, to award the bid of the Huether Family Aquatics Center to Welfl Construction of Yankton, South Dakota and authorizing the City Manager to sign all associated contracts and notice to proceed with construction.

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

Motion adopted.

Action 19-288

Moved by Commissioner Carda, seconded by Commissioner Webber, to approve Resolution 19-57. (Memorandum 19-217)

RESOLUTION 19-57

WHEREAS, the United States of America and the State of South Dakota have authorized the making of grants from the Land and Water Conservation Fund (LWCF) to public bodies to aid in financing the acquisition and/or construction of specific public outdoor recreation projects;

NOW, THEREFORE BE IT RESOLVED;

1. That Amy Leon is hereby authorized to execute and file an application on behalf of the City of Yankton with the National Park Service, U.S. Department of the Interior, through the State of South Dakota, Department of Game, Fish, and Parks, Division of Parks and Recreation, for an LWCF grant to aid in financing the Splash Pad at the Huether Family Aquatics Center for the City of Yankton, South Dakota and its Environs.
2. That Al Viereck, Finance Officer of the City of Yankton is hereby authorized and directed to furnish such information as the above mentioned federal and/or state agencies may reasonably request in connection with the application which is hereby authorized to be filed.
3. That the City of Yankton shall provide a minimum of 50% of the total cost of the project; and will assume all responsibility in the operation and maintenance of the project upon completion of construction, for the reasonable life expectancy of the facility.

That the City of Yankton shall dedicate for park and recreation purposes in perpetuity, the real property identified in the authorized application.

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

Motion adopted.

Action 19-289

Moved by Commissioner Carda, seconded by Commissioner Ferdig, to approve Resolution 19-62. (Memorandum 19-229)

RESOLUTION 19-62

A RESOLUTION CREATING THE CENSUS 2020 CITY OF YANKTON COMPLETE COUNTY COMMITTEE

WHEREAS the U.S. Census Bureau is required by the United States Constitution to conduct a count of all persons every 10 years; and

WHEREAS, the next decennial census of the population will be taken on April 1, 2020; and

WHEREAS the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to insure a complete and accurate count; and

WHEREAS, the decennial census data compiled in the 2020 Census will be used to determine the allocation of federal and state funds for the next decade; and

WHEREAS, it is vitally important that every person in the City of Yankton, South Dakota, is counted in the 2020 Census; and

WHEREAS the Census 2020 City of Yankton Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community; and

WHEREAS, the Census 2020 City of Yankton Complete Count Committee will develop and implement an awareness campaign that motivates residents to respond to the 2020 Census and encourages participation by population groups that are often undercounted; and

WHEREAS the Census 2020 City of Yankton Complete Count Committee will work with the Census Bureau and the State of South Dakota to strive for an accurate count; and

WHEREAS a portion of the 2019 Leadership Yankton participants have expressed an interest in organizing the 2020 City of Yankton Complete Count Committee.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota as follows:

1. The Census 2020 City of Yankton Complete Count Committee be established and the individuals listed below be appointed as Committee Members:
 - a. Committee Members - Kody Bruggeman, Matt Malloy, Nikki Doherty, Rajiv Somepalli, and Erica Aguilar
 - b. Commission Liaison – Mayor Nathan V Johnson
 - c. Staff Liaison – Brad Bies

The Committee shall undertake an awareness campaign that motivates residents to respond to the 2020 Census and encourages participation by population groups that are often undercounted.

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

Action 19-290

Moved by Commissioner Webber, seconded by Commissioner Benson, to adjourn at 8:03 p.m.

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

Motion adopted.

Nathan V Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

Published on November 6th, 2019

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
A-OX WELDING SUPPLY CO I	PROPANE	81.12	CHEMICALS & GASES	101.123.240		00696422-00	079758	P 299 00012
AMG OCCUPATIONAL MEDICIN	DOT CDL DRUG TESTING	44.10	PROFESSIONAL SERVICES	101.123.202		60373	020590	P 299 00001
AUTO VALUE PARTS STORE	FILTERS	244.99	GARAGE PARTS	801.801.249		165-166	079748	P 299 00010
	OIL FILTER	3.69	GARAGE PARTS	801.801.249		449028732	079706	P 299 00008
	FILTER	25.50	GARAGE PARTS	801.801.249		449028828	079707	P 299 00009
	AIR FILTER	94.44	GARAGE PARTS	801.801.249		449028909	079745	P 299 00007
	OIL FILTER	5.04	GARAGE PARTS	801.801.249		449029244	079708	P 299 00011
	ANTENNA	10.77	GARAGE PARTS	801.801.249		449029422	078618	P 299 00014
	CUTTING WHEELS	17.08	GARAGE PARTS	801.801.249		449029465	078620	P 299 00013
	FUEL FILTER	12.07	GARAGE PARTS	801.801.249		449029508	079709	P 299 00016
	FILTERS	79.53	GARAGE PARTS	801.801.249		467-366	079756	P 299 00015
		493.11	*VENDOR TOTAL					
AVENU INSIGHTS & ANALYTI	MAINT PROGRAM SUPPORT	1,190.66	PROFESSIONAL SERVICES -	101.104.202		7448	003925	P 299 00003
	MAINT PROGRAM SUPPORT	284.55	PROFESSIONAL SERVICES	601.601.202		7448	003925	P 299 00004
	MAINT PROGRAM SUPPORT	320.11	PROFESSIONAL SERVICES	611.611.202		7448	003925	P 299 00005
	MAINT PROGRAM SUPPORT	106.70	PROFESSIONAL SERVICES	631.631.202		7448	003925	P 299 00006
		1,902.02	*VENDOR TOTAL					
AVERA SACRED HEART HOSPI	DOT CDL DRUG TESTING	116.00	PROFESSIONAL SERVICES	101.123.202		9.30.19	020589	P 299 00002
BARTLETT & WEST INC	GRAVITY SEWER DESIGN	5,593.00	LIFT STATION GRAVITY MAI	611.611.328		730072998	016195	P 299 00019
BOMGAARS INC	SUPPLIES	48.99	REP. & MAINT. - BUILDING	101.123.223		2823083	079749	P 299 00017
BUTLER MACHINERY CO	TRANSMISSION REPAIRS	28,102.27	GARAGE PARTS	801.801.249		04W00274139	020638	P 299 00018
CEDAR KNOX PUBLIC POWER	ELECT	505.36	ELECTRICITY	601.601.272		10.8.19	005176	P 299 00039
	ELECT	455.22	ELECTRICITY	201.201.272		10.8.19	005243	P 299 00040
		960.58	*VENDOR TOTAL					
CELLSITE SOLUTIONS LLC	RADIO PROJECT	18,656.50	EQUIPMENT	101.111.350		5418	180014	P 299 00035
	RADIO PROJECT	19,837.50	EQUIPMENT	101.111.350		5419	180015	P 299 00036
		38,494.00	*VENDOR TOTAL					
CENTURYLINK	PHONE BILL	55.31	TELEPHONE	611.611.271		10.29.19	003065	P 299 00033

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CENTURYLINK										
	PHONE BILL	3.90	TELEPHONE	101.102.271		10.30.19	002262	P	299	00020
	PHONE BILL	7.01	TELEPHONE	101.104.271		10.30.19	002262	P	299	00021
	PHONE BILL	3.19	TELEPHONE	101.122.271		10.30.19	002262	P	299	00022
	PHONE BILL	17.07	TELEPHONE	101.111.271		10.30.19	002262	P	299	00023
	PHONE BILL	9.01	TELEPHONE	101.114.271		10.30.19	002262	P	299	00024
	PHONE BILL	0.23	TELEPHONE	101.115.271		10.30.19	002262	P	299	00025
	PHONE BILL	0.97	TELEPHONE	101.123.271		10.30.19	002262	P	299	00026
	PHONE BILL	1.48	TELEPHONE	101.127.271		10.30.19	002262	P	299	00027
	PHONE BILL	3.76	TELEPHONE	201.201.271		10.30.19	002262	P	299	00028
	PHONE BILL	4.05	TELEPHONE	601.601.271		10.30.19	002262	P	299	00029
	PHONE BILL	2.05	TELEPHONE	611.611.271		10.30.19	002262	P	299	00030
	PHONE BILL	1.37	TELEPHONE	637.637.271		10.30.19	002262	P	299	00031
	PHONE BILL	2.91	TELEPHONE	801.801.271		10.30.19	002262	P	299	00032
	PHONE BILL	581.26	TELEPHONE	101.111.271		10.9.19	002829	P	299	00042
	PHONE BILL	168.48	TELEPHONE	101.123.271		10.9.19	002829	P	299	00043
	PHONE BILL	83.20	TELEPHONE	601.601.271		10.9.19	002828	P	299	00044
	PHONE BILL	166.40	TELEPHONE	611.611.271		10.9.19	002828	P	299	00045
	PHONE BILL	83.20	TELEPHONE	601.601.271		10.9.19	003059	P	299	00046
	PHONE BILL	83.20	TELEPHONE	611.611.271		10.9.19	003059	P	299	00047
		1,278.05	*VENDOR TOTAL							
CHRISTENSEN RADIATOR & R										
	SNOW BLADE	5,166.00	EQUIPMENT	201.201.350		25158	018972	P	299	00041
CITY OF SIOUX FALLS										
	TESTING	61.77	PROFESSIONAL SERVICES	601.601.202		15919	014783	P	299	00072
CITY OF VERMILLION										
	JT POWER CASH TRANS	81,935.58	COST OF SERVICE PROVIDED	637.637.206		11.1.2019	003067	P	306	00001
CITY OF YANKTON-CENTRAL										
	RUBBISH	27.00	LANDFILL	801.801.276		11.01.2019	005523	P	306	00079
CITY OF YANKTON-PARKS										
	LANDFILL CHARGES	293.64	LANDFILL	201.201.276		10.21.19	003889	P	299	00073
CITY OF YANKTON-POLICE										
	FEMA	201.19	FEMA FLOODING	101.111.322		711	014708	P	299	00076
CITY OF YANKTON-SOLID WA										
	COMPACTED GARBAGE	14,267.88	LANDFILL TIPPING FEE	631.631.219		11.1.19	005524	P	306	00080
CITY UTILITIES										
	WTR-WW CHARGES	242.73	WATER SERVICE	101.127.274		10.21.19	002642	P	299	00049
	WTR-WW CHARGES	131.11	WASTEWATER SERVICE	101.127.275		10.21.19	002642	P	299	00050
	WTR-WW CHARGES	43.66	LANDFILL	101.127.276		10.21.19	002642	P	299	00051
	WTR-WW CHARGES	151.24	WATER SERVICE	101.125.274		10.21.19	002642	P	299	00052
	WTR-WW CHARGES	65.71	SEWER SERVICE	101.125.275		10.21.19	002642	P	299	00053
	WTR-WW CHARGES	175.85	WATER	637.637.274		10.21.19	002642	P	299	00054
	WTR-WW CHARGES	75.89	WW SERVICE	637.637.275		10.21.19	002642	P	299	00055

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CITY UTILITIES								
	WTR-WW CHARGES	21.83	LANDFILL	637.637.276		10.21.19	002642	P 299 00056
	WTR-WW CHARGES	629.63	WATER SERVICE	101.114.274		10.21.19	002642	P 299 00057
	WTR-WW CHARGES	32.70	SEWER SERVICE	101.114.275		10.21.19	002642	P 299 00058
	WTR-WW CHARGES	53.76	WATER PURCHASED	801.801.274		10.21.19	002642	P 299 00059
	WTR-WW CHARGES	41.03	SEWER SERVICE	801.801.275		10.21.19	002642	P 299 00060
	WTR-WW CHARGES	21.83	LANDFILL	801.801.276		10.21.19	002642	P 299 00061
	WTR-WW CHARGES	90.53	WATER SERVICE	631.631.274		10.21.19	002642	P 299 00062
	WTR-WW CHARGES	59.54	SEWER SERVICE	631.631.275		10.21.19	002642	P 299 00063
	WTR-WW CHARGES	18,437.89	WATER SERVICE	201.201.274		10.21.19	002642	P 299 00064
	WTR-WW CHARGES	393.24	SEWER SERVICE	201.201.275		10.21.19	002642	P 299 00065
	WTR-WW CHARGES	1,715.65	WATER SERVICE	203.203.274		10.21.19	002642	P 299 00066
	WTR-WW CHARGES	226.13	SEWER SERVICE	203.203.275		10.21.19	002642	P 299 00067
	WTR-WW CHARGES	677.99	WATER SERVICE	601.601.274		10.21.19	002642	P 299 00068
	WTR-WW CHARGES	888.92	WATER SERVICE	611.611.274		10.21.19	002642	P 299 00069
	WTR-WW CHARGES	203.71	WATER SERVICE	101.141.274		10.21.19	002642	P 299 00070
	WTR-WW CHARGES	121.24	SEWER SERVICE	101.141.275		10.21.19	002642	P 299 00071
	WTR-WW CHARGES	102.19	WATER SERVICE	101.142.274		10.22.19	002793	P 301 00001
	WTR-WW CHARGES	240.61	SEWER SERVICE	101.142.275		10.22.19	002793	P 301 00002
		24,844.61	*VENDOR TOTAL					
CONCRETE MATERIAL								
	HOT MIX	5,381.22	OPEN ASPHALT	506.572.376		85611	020375	P 299 00034
	COLD ASPHALT MIX	1,663.20	ROAD MATERIALS	101.123.239		88946	079743	P 299 00048
	FILL SAND	227.19	CHEMICALS	101.124.240		93802	079752	P 299 00037
		7,271.61	*VENDOR TOTAL					
CORNHUSKER INTL TRUCK IN								
	FUEL FILTERS	42.94	GARAGE PARTS	801.801.249		4150082	079755	P 299 00075
	FILTERS	116.41	GARAGE PARTS	801.801.249		624-357-292	079741	P 299 00074
		159.35	*VENDOR TOTAL					
CREATIVE FORMS & CONCEPT								
	W2/1099 FORMS	342.77	PRINTING & BINDING	101.104.233		117383	014599	P 299 00038
DAHL/MONICA								
	IRRIGATION REPAIRS	836.33	21ST ST-BROADWAY TO DOUG	506.572.370		52573	020813	P 299 00100
DAKOTACARE ADMIN SERVICE								
	FLEX SPENDING FEES	9.70	PROFESSIONAL SERVICES -	101.104.202		0021309-IN	005311	P 299 00084
	FLEX SPENDING FEES	4.85	PROFESSIONAL SERVICES	101.105.202		0021309-IN	005311	P 299 00085
	FLEX SPENDING FEES	4.85	PROFESSIONAL SERVICES	101.111.202		0021309-IN	005311	P 299 00086
	FLEX SPENDING FEES	4.85	PROFESSIONAL SERVICES	101.123.202		0021309-IN	005311	P 299 00087
	FLEX SPENDING FEES	4.85	PROFESSIONAL SERVICES	101.142.202		0021309-IN	005311	P 299 00088
	FLEX SPENDING FEES	4.85	PROFESSIONAL SERVICES	201.201.202		0021309-IN	005311	P 299 00089
	FLEX SPENDING FEES	4.85	PROFESSIONAL SERVICES	203.203.202		0021309-IN	005311	P 299 00090
		38.80	*VENDOR TOTAL					
DANKO EMERGENCY EQUIPMEN								
	PUMP TEST	900.00	REP. & MAINT. - VEHICLES	101.114.222		105750	077836	P 299 00079
	PUMP TEST	300.00	REP & MAINT - RURAL APP	101.114.226		105750	077836	P 299 00080

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
DANKO EMERGENCY EQUIPMEN	SMOKE FLUID	68.42	PREVENTION	101.114.268		105823	077833	P	299	00078
		1,268.42	*VENDOR TOTAL							
DAYHUFF DEVELOPMENT INC	FACADE GRANT	3,860.00	HISTORIC DOWNTOWN YANKTO	211.231.549		10.25.19	020717	P	299	00077
DEPT OF CORRECTIONS	DOC WORK PROGRAM	613.70	REP. & MAINT. - BUILDING	201.201.223		C18D0177	078764	P	299	00081
	DOC WORK PROGRAM	613.70	REP. & MAINT. - TRAIL	204.204.223		C18D0177	078764	P	299	00082
	DOC WORK PROGRAM	613.70	REP. & MAINT. - BUILDING	621.621.223		C18D0177	078764	P	299	00083
		1,841.10	*VENDOR TOTAL							
DEPT OF ENV & NAT RESOUR	2005L-RLA-106	8,117.62	BUILDING ADDITION PRINCI	637.637.441		10.25.19	020927	P	299	00092
	2005L-RLA-106	1,587.95	INTEREST EXPENSE	637.637.411		10.25.19	020927	P	299	00093
		9,705.57	*VENDOR TOTAL							
DEPT OF ENVIRONMENT	SOLID WASTE LOAN	4,011.60	INTEREST EXPENSE	637.637.411		10.25.19	020928	P	299	00094
	SOLID WASTE LOAN	20,465.82	BUILDING ADDITION PRINCI	637.637.441		10.25.19	020928	P	299	00095
	2017LREC-403 SOLID WASTE	4,596.90	INTEREST EXPENSE	631.631.411		10.25.19	020929	P	299	00096
	2017LREC-403 SOLID WASTE	22,088.88	SWMP PRINCIPAL	631.631.441		10.25.19	020929	P	299	00097
	2005L-RLA-106-2	1,871.17	BUILDING ADDITION PRINCI	637.637.441		10.25.19	020926	P	299	00098
	2005L-RLA-106-2	433.65	INTEREST EXPENSE	637.637.411		10.25.19	020926	P	299	00099
		53,468.02	*VENDOR TOTAL							
DEPT OF HEALTH	WATER SAMPLES	862.00	PROFESSIONAL SERVICES	601.601.202		513-986	014656	P	306	00015
	WATER SAMPLES	1,014.00	PROFESSIONAL SERVICES	601.601.202		513-986	014656	P	306	00016
	WATER SAMPLES	75.00	PROFESSIONAL SERVICES	203.203.202		513-986	014656	P	306	00017
	WATER SAMPLES	15.00	PROFESSIONAL SERVICES	202.202.202		513-986	014656	P	306	00018
		1,966.00	*VENDOR TOTAL							
DETCO	INSTANT HANDWASH	1,867.63	ROAD MATERIALS	101.123.239		284364	020642	P	299	00091
FAIR MFG INC	SNOWBLOWER	121,595.00	EQUIPMENT	101.124.350		5096	020434	P	299	00110
FEIMER CONSTRUCTION	PEARL ST WATERMAIN C1119	88,268.40	PEARL, 2ND TO 3RD	602.602.396		10.25.19	020809	P	299	00105
	WATER LEAK - HSC	1,392.86	REP. & MAINT. - DISTRIBU	601.601.226		4665	014629	P	299	00106
		89,661.26	*VENDOR TOTAL							
FINANCE, DEPT OF	REIMBURSEMENT	49.23	EMPLOYEE COMMITTEE	101.101.141		11.1.19	002604	P	299	00101
	TRAVEL EXPENSE	49.47	CONFERENCE & MEETINGS	101.102.265		11.1.19	002604	P	299	00102
	TRAVEL EXPENSE	2.68	POSTAGE	101.104.231		11.1.19	002604	P	299	00103
	TRAVEL EXPENSE	6.38	OFFICE SUPPLIES	101.106.232		11.1.19	002604	P	299	00104
		107.76	*VENDOR TOTAL							

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
FIRST DAKOTA NAT'L BANK										
	FIRE STATION DEPT SERV	18,061.25	INTEREST	101.114.411		10.25.19	020930	P	299	00107
	FIRE STATION DEPT SERV	135,000.00	PRINCIPAL	101.114.441		10.25.19	020930	P	299	00108
		153,061.25	*VENDOR TOTAL							
FRONTIER PRECISION INC										
	EQUIPMENT REPAIR	1,973.62	REP. & MAINT. - EQUIPMEN	101.122.221		203112	020810	P	299	00109
GERSTNER OIL CO										
	AV FUEL	32,931.20	GARAGE GASOLINE & LUBRIC	101.127.238		165013	020282	P	302	00004
	UNLEADED FUEL	11,424.50	GARAGE GASOLINE & LUBRIC	801.801.238		165091	020659	P	302	00003
	JET FUEL	22,507.89	GARAGE GASOLINE & LUBRIC	101.127.238		165994	020690	P	308	00001
	FUEL	13,122.11	GARAGE GASOLINE & LUBRIC	801.801.238		35233-163818	020632	P	302	00010
	OIL	476.70	GARAGE GASOLINE & LUBRIC	801.801.238		35926	079753	P	302	00006
	PUMP-NOZZLE-HOSE	738.00	EQUIPMENT REPAIR & MAINT	637.637.221		53780	020637	P	302	00009
	CREDIT	20,330.20CR	GARAGE GASOLINE & LUBRIC	101.127.238		9.16.19	078832	P	302	00007
	CREDIT	13,901.20CR	GARAGE GASOLINE & LUBRIC	801.801.238		9.16.19	078832	P	302	00008
		46,969.00	*VENDOR TOTAL							
GLEICH/JAMES & SHANNON										
	REIMBURSEMENT	100.00	EMERALD ASH BORE TREES	201.201.251		10.24.19	078766	P	302	00005
GRAYMONT CAPITAL INC										
	LIME	4,403.65	CHEMICALS & GASES	601.601.240		141484RI	014780	P	302	00001
	LIME	4,713.16	CHEMICALS & GASES	601.601.240		142110RI	014785	P	302	00002
		9,116.81	*VENDOR TOTAL							
HANSON BRIGGS ADVERTISIN										
	COURTESY CARDS	535.00	COPIES	631.631.234		24577	020653	P	302	00016
HAWKINS INC										
	CHEMICALS	112.04	CHEMICALS & GASES	203.203.240		4589852	078595	P	302	00014
	AZONE	3,775.00	CHEMICALS & GASES	601.601.240		4591616	014781	P	302	00013
	AZONE	3,822.00	CHEMICALS & GASES	601.601.240		4597691	014784	P	302	00015
	FERRIC CHLORIDE	1,675.80	CHEMICALS & GASES	601.601.240		4599536	014786	P	302	00012
	AZONE	3,195.00	CHEMICALS & GASES	601.601.240		4605552	014789	P	308	00002
		12,579.84	*VENDOR TOTAL							
HDR ENGINEERING INC										
	WATER PLANT CONSTRUCTION	51,074.28	WATER TREATMENT FACILITY	602.602.326		1200220982	016185	P	302	00011
HOLST/ANDY & JENNIFER										
	REIMBURSEMENT	100.00	EMERALD ASH BORE TREES	201.201.251		10.24.19	078767	P	302	00017
INYO ENTERTAINMENT										
	MOVIE SCREENING	250.00	RECREATION SUPPLIES	701.701.242		2019-10-23-1	020779	P	301	00003
J & H CARE & CLEANING CO										
	JANITORIAL SERVICES	1,200.00	PROFESSIONAL SERVICES	101.142.202		11078	020777	P	301	00004

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
J & H CARE & CLEANING CO	JANITORIAL SUPPLIES	2,800.00	CONTRACTED SERVICES	203.203.204		11079	078762	P	302	00019
		4,000.00	*VENDOR TOTAL							
JONES CONSTRUCTION/JOHN	WATER PLANT CONSTRUCTION	352,635.51	WATER TREATMENT FACILITY	602.602.326		31 C-15-19	016186	P	302	00018
KADRMAS LEE & JACKSON IN	AIRPORT PROJECT	14,592.67	APRON WORK	502.511.394		815-816	014994	P	302	00024
	AIRPORT PROJECT	2,416.39	APRON WORK	502.511.394		815-816	014994	P	302	00025
		17,009.06	*VENDOR TOTAL							
KAISER REFRIGERATION INC	SERVICE CALL	234.00	REP. & MAINT. - PLANT	601.601.221		75949	014782	P	302	00023
KLEINSASSER/BRUCE	LIFEGUARD INSTRUCTION	360.00	LEARNING	203.203.264		10.10.19	078596	P	302	00022
KOLETZKY IMPLEMENT INC	HOSE	65.24	REP. & MAINT. - EQUIPMEN	101.123.221		256367	079750	P	302	00021
	PARTS	30.45	GARAGE PARTS	801.801.249		256559-6526	078619	P	302	00020
		95.69	*VENDOR TOTAL							
LARRY'S HEATING & COOLIN	REPAIR FURNACE	350.00	REP. & MAINT. - BUILDING	101.141.223		35638	020710	P	302	00029
	4 TON AC	4,511.32	REP. & MAINT. - BUILDING	101.141.223		35684	020712	P	302	00030
		4,861.32	*VENDOR TOTAL							
LEWIS & CLARK BHS	1/2 SP APPROPRIATION	10,000.00	LEWIS & CLARK MENTAL HEA	101.131.552		10.14.19	020308	P	302	00026
LEWIS & CLARK THEATRE CO	1/2 SP APPROPRIATION	1,250.00	LEWIS AND CLARK THEATRE	211.231.563		10.14.19	020354	P	302	00027
LIEN/GARY	TREE REIMBURSEMENT	99.85	EMERALD ASH BORE TREES	201.201.251		10.8.19	078760	P	302	00028
MAILFINANCE	POSTAGE	33.90	POSTAGE	101.102.231		N7971876	012407	P	302	00037
	POSTAGE	33.90	POSTAGE	101.104.231		N7971876	012407	P	302	00038
	POSTAGE	61.02	POSTAGE	101.111.231		N7971876	012407	P	302	00039
	POSTAGE	162.72	POSTAGE	101.122.231		N7971876	012407	P	302	00040
	POSTAGE	183.06	POSTAGE	601.601.231		N7971876	012407	P	302	00041
	POSTAGE	115.26	POSTAGE	611.611.231		N7971876	012407	P	302	00042
	POSTAGE	67.80	POSTAGE	631.631.231		N7971876	012407	P	302	00043
	POSTAGE	20.34	POSTAGE	637.637.231		N7971876	012407	P	302	00044
		678.00	*VENDOR TOTAL							
MCGRATH NORTH	PROFESSIONAL SERVICES	6,634.00	PROFESSIONAL SERVICES	101.111.202		538875	019324	P	302	00035

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MELLO/SCOTT	IRRIGATION REPAIRS	528.11	21ST ST-BROADWAY TO DOUG	506.572.370		10.25.19	020812	P	302	00031
MERKEL ELECTRIC	BEACON REPAIRS	391.67	REP. & MAINT. - EQUIPMEN	101.127.221		8506	020691	P	302	00032
MIDAMERICAN ENERGY	FUEL	67.08	FUEL-HEATING	101.142.273		10.24.19	002794	P	301	00008
	FUEL	44.74	FUEL-HEATING	101.127.273		10.8.19	003254	P	302	00047
	FUEL	54.74	FUEL-HEATING	801.801.273		10.8.19	003254	P	302	00048
	FUEL	168.19	FUEL-HEATING	101.125.273		10.8.19	003254	P	302	00049
	FUEL	502.60	ROAD MATERIALS	101.123.239		10.8.19	003254	P	302	00050
	FUEL	16.00	FUEL-GENERATOR	101.115.273		10.8.19	003252	P	302	00051
	FUEL	159.76	FUEL-HEATING	101.141.273		10.8.19	003252	P	302	00052
	FUEL	93.71	HEATING FUEL - GAS	637.637.273		10.8.19	003252	P	302	00053
	FUEL	90.07	FUEL-HEATING	601.601.273		10.8.19	003252	P	302	00054
	FUEL	73.54	FUEL-HEATING	101.114.273		10.8.19	003253	P	302	00055
	FUEL	15.00	FUEL-HEATING	202.202.273		10.8.19	003253	P	302	00056
	FUEL	88.93	FUEL-HEATING	201.201.273		10.8.19	003253	P	302	00057
		1,374.36	*VENDOR TOTAL							
MIDAMERICAN ENERGY	FUEL	861.50	FUEL-HEATING	611.611.273		10.21.19	002904	P	302	00045
MIDWEST TAPE	AV	440.88	AV - CAPITAL	101.142.342		10.21.19	020778	P	301	00005
MILLENIUUM RECYCLING	SINGLE STREAM FEE	2,724.75	CONTRACTED SERVICE-MILLE	631.631.204		473434	020651	P	302	00046
	SINGLE STREAM FEE	3,073.00	CONTRACTED SERVICE-MILLE	631.631.204		473502	020658	P	302	00036
		5,797.75	*VENDOR TOTAL							
MILLERBERND MANUFACTURIN	LIGHT POLES	4,886.00	REP. & MAINT. - EQUIPMEN	101.126.221		151786	020397	P	302	00033
MODEREGGER/SHELLY	TREE REIMBURSEMENT	74.99	EMERALD ASH BORE TREES	201.201.251		10.21.19	078763	P	302	00034
NAPRER/DAVID	TUNE PIANO	117.00	CONTRACTED SERVICES	203.203.204		10.30.19	078741	P	306	00003
NORTH CENTRAL INTERNATIO	TRUCK CHASSIS	179,132.00	EQUIPMENT	101.123.350		401967	020140	P	306	00002
NORTHWESTERN ENERGY	ELECT	4,936.25	ELECTRICITY - STREET LIG	101.126.272		10.21.19	003136	P	308	00007
	ELECT	1,662.06	ELECTRICITY	101.142.272		10.24.19	002795	P	301	00006
	ELECT	659.61	ELECTRICITY	101.114.272		11.1.19	003133	P	306	00081
	ELECT	10.77	ELECTRICITY	641.641.272		11.1.19	003133	P	306	00082
	ELECT	141.22	ELECTRICITY	637.637.272		11.1.19	003133	P	306	00083
	ELECT	100.69	ELECTRICITY	202.202.272		11.1.19	003133	P	306	00084

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
NORTHWESTERN ENERGY										
	ELECT	1,983.94	ELECTRICITY	101.141.272		11.1.19	003133	P	306	00085
	ELECT	22,103.77	ELECTRICITY - STREET LIG	101.126.272		11.1.19	003135	P	306	00086
	ELECT	3,841.92	ELECTRICITY	201.201.272		11.1.19	003137	P	306	00087
	ELECT	1,071.14	ELECTRICITY	101.127.272		11.1.19	003132	P	306	00088
	ELECT	58.81	ELECTRICITY	621.621.272		11.1.19	003132	P	306	00089
	ELECT	831.96	ELECTRICITY	801.801.272		11.1.19	003132	P	306	00090
	ELECT	2,162.65	ELECTRICITY	101.125.272		11.1.19	003132	P	306	00091
	ELECT	70.95	ELECTRICITY	101.115.272		11.1.19	003132	P	306	00092
	ELECT	618.93	ELECTRICITY	101.123.272		11.5.19	003134	P	308	00003
	ELECT	474.82	ELECTRICITY	637.637.272		11.5.19	003134	P	308	00004
	ELECT	23,704.82	ELECTRICITY	601.601.272		11.5.19	003134	P	308	00005
	ELECT	8,991.43	ELECTRICITY	611.611.272		11.5.19	003134	P	308	00006
		73,425.74	*VENDOR TOTAL							
OBSERVER										
	ADS	60.00	ADVERTISING	203.203.211		10.21.19	078765	P	306	00004
PACK & SHIP										
	SHIPPING	75.18	POSTAGE	101.122.231		14986	072817	P	306	00005
PRESS DAKOTA MSTAR SOLUT										
	LEGAL NOTICE	11.64	PUBLISHING	101.106.211		10.31.19	020715	P	308	00008
	AD	50.00	ADVERTISING	203.203.211		10.31.19	078738	P	308	00009
	AD	50.00	ADVERTISING	203.203.211		10.31.19	078753	P	308	00010
	LEGAL NOTICE	20.08	PUBLISHING	101.106.211		10.31.19	020704	P	308	00011
	LEGAL NOTICE	8.59	PUBLISHING	101.106.211		10.31.19	020714	P	308	00012
	SURPLUS NOTICE	47.54	PUBLISHING	101.101.211		10.31.19	020866	P	308	00013
	SURPLUS NOTICE	46.96	PUBLISHING	101.101.211		10.31.19	020866	P	308	00014
	LEGAL NOTICE	11.64	PUBLISHING	101.101.211		10.31.19	020917	P	308	00015
	LEGAL NOTICE	34.40	PUBLISHING	101.101.211		10.31.19	020922	P	308	00016
	COMMISSION MINUTES	242.98	PUBLISHING	101.101.211		10.31.19	020924	P	308	00017
	LEGAL NOTICE	9.17	PUBLISHING	101.106.211		10.31.19	020716	P	308	00018
	AD	186.00	CROSSWIND RUNWAY RECONST	502.511.396		2504	020707	P	308	00019
		719.00	*VENDOR TOTAL							
RACOM CORPORATION										
	RADIO ACCESS	1,007.98	PROFESSIONAL SERVICES	101.111.202		191255	005655	P	306	00014
RASMUSSEN MECHANICAL SEV										
	GASKET - SEAL	1,356.33	GARAGE PARTS	801.801.249		SRV067849	020656	P	306	00012
REDI TOWING										
	TOWING	163.00	PROFESSIONAL SERVICES	101.111.202		5282	014710	P	306	00013
RICHARDSON DEVELOPMENT L										
	SIDEWALK REIMBURSEMENT	1,600.00	BUILDINGS & STRUCTURES	101.123.320		10.29.19	020718	P	306	00008
RICOH USA INC										
	PRINTER	206.78	REP. & MAINT. - PLANT	601.601.221		5057871736	003379	P	306	00009
	PRINTER	171.58	REP. & MAINT. - PLANT	611.611.221		5057871736	003379	P	306	00010

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
RICOH USA INC	PRINTER	61.60	REP. & MAINT. - EQUIPMEN	631.631.221		5057871736	003379	P	306	00011
		439.96	*VENDOR TOTAL							
RIVERSIDE TECHNOLOGIES I	HP LASERJET PRINTER	1,419.00	EQUIPMENT	101.105.350		271364	190018	P	306	00006
	HP LASERJET PRINTER	1,419.00	EQUIPMENT	101.105.350		271728	190019	P	306	00007
		2,838.00	*VENDOR TOTAL							
SANITATION PRODUCTS INC	CHAIN COVER	148.39	GARAGE PARTS	801.801.249		73995	079744	P	306	00024
	SWEEPER PARTS	1,906.23	GARAGE PARTS	801.801.249		74024	020654	P	306	00027
	BELT	2,763.14	GARAGE PARTS	801.801.249		74115-74120	020661	P	306	00029
		4,817.76	*VENDOR TOTAL							
SDML WORKERS COMPENSATIO	WORKERS COMP RENEWAL	227.00	WORKMENS COMPENSATION	101.101.131		18553	020868	P	306	00093
	WORKERS COMP RENEWAL	1,053.00	WORKMENS COMPENSATION	101.102.131		18553	020868	P	306	00094
	WORKERS COMP RENEWAL	135.00	WORKMENS COMPENSATION	101.103.131		18553	020868	P	306	00095
	WORKERS COMP RENEWAL	1,995.00	WORKMENS COMPENSATION	101.104.131		18553	020868	P	306	00096
	WORKERS COMP RENEWAL	1,081.00	WORKERS COMPENSATION	101.105.131		18553	020868	P	306	00097
	WORKERS COMP RENEWAL	2,193.00	WORKERS COMPENSATION	101.106.131		18553	020868	P	306	00098
	WORKERS COMP RENEWAL	154.00	WORKERS COMPENSATION	101.106.131		18553	020868	P	306	00099
	WORKERS COMP RENEWAL	49,755.00	WORKMENS COMPENSATION	101.111.131		18553	020868	P	306	00100
	WORKERS COMP RENEWAL	13,847.00	WORKMENS COMPENSATION	101.114.131		18553	020868	P	306	00101
	WORKERS COMP RENEWAL	2,122.00	WORKMENS COMPENSATION	101.114.131		18553	020868	P	306	00102
	WORKERS COMP RENEWAL	12,405.00	WORKMENS COMPENSATION	101.122.131		18553	020868	P	306	00103
	WORKERS COMP RENEWAL	1,750.00	WORKMENS COMPENSATION	101.122.131		18553	020868	P	306	00104
	WORKERS COMP RENEWAL	39,115.00	WORKMENS COMPENSATION	101.123.131		18553	020868	P	306	00105
	WORKERS COMP RENEWAL	4,356.00	WORKMENS COMPENSATION	101.125.131		18553	020868	P	306	00106
	WORKERS COMP RENEWAL	3,095.00	WORKMENS COMPENSATION	101.126.131		18553	020868	P	306	00107
	WORKERS COMP RENEWAL	1,959.00	WORKMENS COMPENSATION	101.127.131		18553	020868	P	306	00108
	WORKERS COMP RENEWAL	1,703.00	WORKMENS COMPENSATION	101.142.131		18553	020868	P	306	00109
	WORKERS COMP RENEWAL	43,800.00	WORKMENS COMPENSATION	201.201.131		18553	020868	P	306	00110
	WORKERS COMP RENEWAL	860.00	WORKERS COMPENSATION	203.203.131		18553	020868	P	306	00111
	WORKERS COMP RENEWAL	1,883.00	WORKERS COMPENSATION	204.204.131		18553	020868	P	306	00112
	WORKERS COMP RENEWAL	1,747.00	WORKERS COMPENSATION	208.208.131		18553	020868	P	306	00113
	WORKERS COMP RENEWAL	17,671.00	WORKMENS COMPENSATION	601.601.131		18553	020868	P	306	00114
	WORKERS COMP RENEWAL	13,181.00	WORKMENS COMPENSATION	611.611.131		18553	020868	P	306	00115
	WORKERS COMP RENEWAL	2,328.00	WORKMENS COMPENSATION	621.621.131		18553	020868	P	306	00116
	WORKERS COMP RENEWAL	23,068.00	WORKMENS COMPENSATION	631.631.131		18553	020868	P	306	00117
	WORKERS COMP RENEWAL	5,816.00	WORKERS COMPENSATION	637.637.131		18553	020868	P	306	00118
	WORKERS COMP RENEWAL	2,996.00	WORKMENS COMPENSATION	801.801.131		18553	020868	P	306	00119
		250,295.00	*VENDOR TOTAL							
SHERWIN WILLIAMS CO	TRAFFIC PAINT	96.15	ROAD MATERIALS	101.123.239		7320-0	079746	P	306	00025
SIOUX EQUIPMENT COMPANY	CABLE REPAIRS	200.20	REP. & MAINT. - EQUIPMEN	101.127.221		230618	020692	P	308	00020

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
SLOWEY CONSTRUCTION INC	8TH ST CONSTRUCTION	4,075.75	8TH ST-LINN TO SUMMIT	506.572.374		16301	020815	P	306	00032
SMITH INSURANCE INC/MT & FIREMENS ACCIDENT POLICY		1,781.00	INSURANCE	101.114.201		23456	020869	P	306	00026
SOUTH DAKOTA ONE CALL	MESSAGE FEE	129.15	LOCATES	601.601.208		2318-2675	014657	P	306	00019
	MESSAGE FEE	129.15	LOCATES	611.611.208		2318-2675	014657	P	306	00020
	MESSAGE FEE	140.70	LOCATES	601.601.208		2318-2675	014657	P	306	00021
	MESSAGE FEE	140.75	LOCATES	611.611.208		2318-2675	014657	P	306	00022
		539.75	*VENDOR TOTAL							
STERN OIL CO INC	CLEAR DIESEL FUEL	10,340.94	GARAGE GASOLINE & LUBRIC	801.801.238		0303601	020660	P	306	00030
STOCKWELL ENGINEERS INC	GRAVITY SEWER PROJECT	794.50	LIFT STATION GRAVITY MAI	611.611.328		9926	014655	P	306	00031
	PROFESSIONAL SERVICES	4,900.40	BUILDINGS & STRUCTURES	204.204.320		9928 & 9927	017638	P	306	00033
	AQUATICS CENTER DESIGN	109,650.00	BUILDINGS & STRUCTURES	505.505.320		9932	014213	P	306	00023
		115,344.90	*VENDOR TOTAL							
STURDEVANT'S AUTO PARTS	BELT	172.94	REP. & MAINT. - EQUIPMEN	101.123.221		18-294437	079751	P	306	00028
THOMPSON ELECTRIC COMPAN	BATTERIES	6,710.00	REP. & MAINT. - EQUIPMEN	101.115.221		513462	077838	P	306	00036
	REPAIR SIRENS	1,916.79	REP. & MAINT. - EQUIPMEN	101.115.221		513583	077835	P	306	00034
		8,626.79	*VENDOR TOTAL							
TODD, INC/MICHAEL	TRAFFIC SIGNS	359.20	ROAD MATERIALS	101.123.239		167710	020610	P	306	00041
	STREET NAME SIGNS	57.34	ROAD MATERIALS	101.123.239		168463	079725	P	306	00039
	ROAD SIGNS	1,511.46	ROAD MATERIALS	101.123.239		168489	020645	P	306	00038
		1,928.00	*VENDOR TOTAL							
TRUCK TRAILER SALES INC	RADIO	368.70	GARAGE PARTS	801.801.249		23220	079705	P	306	00037
	DOT INSPECTION	626.00	GARAGE PARTS	801.801.249		73568-599	020655	P	306	00040
		994.70	*VENDOR TOTAL							
TRUGREEN	LAWN SERVICE	86.67	REP. & MAINT. - BUILDING	101.114.223		70038-76252	077834	P	306	00035
U.S. POST OFFICE-UTIL	UT POSTAGE	1,000.00	POSTAGE	601.601.231		10.18.19	001855	P	306	00058
	UT POSTAGE	1,125.00	POSTAGE	611.611.231		10.18.19	001855	P	306	00059
	UT POSTAGE	375.00	POSTAGE	631.631.231		10.18.19	001855	P	306	00060
		2,500.00	*VENDOR TOTAL							

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
UNITED STATES POSTAL SER	POSTAGE METER	99.05	POSTAGE	101.122.231		10.30.19	002989	P	306	00042
	POSTAGE METER	223.59	POSTAGE	101.104.231		10.30.19	002989	P	306	00043
	POSTAGE METER	48.45	POSTAGE	101.111.231		10.30.19	002989	P	306	00044
	POSTAGE METER	0.50	POSTAGE	201.201.231		10.30.19	002989	P	306	00045
	POSTAGE METER	49.70	POSTAGE	637.637.231		10.30.19	002989	P	306	00046
	POSTAGE METER	16.00	POSTAGE	101.102.231		10.30.19	002989	P	306	00047
	POSTAGE METER	46.25	POSTAGE	101.106.231		10.30.19	002989	P	306	00048
	POSTAGE METER	31.66	POSTAGE	203.203.231		10.30.19	002989	P	306	00049
	POSTAGE METER	83.60	POSTAGE	601.601.231		10.30.19	002989	P	306	00050
	POSTAGE METER	94.05	POSTAGE	611.611.231		10.30.19	002989	P	306	00051
	POSTAGE METER	31.35	POSTAGE	631.631.231		10.30.19	002989	P	306	00052
	POSTAGE METER	0.80	OFFICE SUPPLIES	101.123.232		10.30.19	002989	P	306	00053
		725.00	*VENDOR TOTAL							
UNITED WAY	1/4 SP APPROPRIATIONS	9,831.25	COLLECTIVE IMPACT-UNITED	101.131.569		3853	020350	P	306	00061
US BANK EQUIPMENT FINANC	COPIER LEASE	367.95	RENTALS & XEROX SUPPLIES	101.142.212		398272856	020781	P	301	00007
US BANK ST PAUL	WW REFUNDING BONDS	15,400.00	INTEREST	615.615.411		10.30.19	020931	P	306	00054
	WW REFUNDING BONDS	485,000.00	PRINCIPAL	615.615.441		10.30.19	020931	P	306	00055
	SALES TAX BOND SER 2011A	36,425.00	INTEREST	323.323.411		10.30.19	020932	P	306	00056
	SALES TAX BOND SER 2011A	1,935,000.00	PRINCIPAL	323.323.441		10.30.19	020932	P	306	00057
		2,471,825.00	*VENDOR TOTAL							
VERMEER HIGH PLAINS	PARTS	3,072.62	GARAGE PARTS	801.801.249		P01591	079734	P	306	00062
WATER & ENV ENG RESEARCH	LAB TEST	122.00	PROFESSIONAL SERVICES	601.601.202		20-170	014787	P	306	00063
WOOD ROOFING INC	REFUND BLDG PERMIT	20.00	PERMITS	101.3230		10.15.19	020867	P	306	00064
XEROX CORPORATION	COPIER LEASE	199.96	ACCOUNTS RECEIVABLE	713.1311		98224451	003853	P	306	00072
XEROX CORPORATION	COPIER LEASE	172.39	CONTRACTED SERVICES	203.203.204		98224453	003971	P	306	00071
	COPIER LEASE	279.49	COPIES	101.111.234		98224454	003976	P	306	00074
	COPIER LEASE	919.45	ACCOUNTS RECEIVABLE	713.1311		98224457&4452	003976	P	306	00073
		1,371.33	*VENDOR TOTAL							
YANKTON AREA ARTS ASSN	1/2 SP APPROPRIATION	2,500.00	YANKTON AREA ARTS	211.231.578		10.14.19	020355	P	306	00077

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
YANKTON AREA CONVENTION	1/4 SP APPROPRIATION	52,430.75	CONVENTION VISITORS BURE	211.231.550		8883	020351	P 306 00076
YANKTON AREA PROG. GROWT	1/4 SP APPROPRIATION	57,500.00	YANKTON AREA PROGRESSIVE	211.231.551		302	020352	P 306 00075
YANKTON COUNTY AUDITOR	SAFETY CENTER SHARE	8,957.62	RENT FOR SAFETY CENTER	101.111.212		9.30.19	020872	P 306 00065
YANKTON MEDICAL CLINIC	PRE-EMPLOYMENT PHYSICAL	171.00	PROFESSIONAL SERVICES	101.142.202		9.18.19	077362	P 306 00070
YANKTON OPTIMIST CLUB	MEMBERSHIP	170.00	MEMBERSHIP DUES	101.111.261		028-010	014715	P 306 00069
YANKTON SCHOOL DISTRICT	SCHOOL REPAIRS	301,405.72	COMMON BLDG EQUIPMENT	506.571.350		10.24.19	014233	P 306 00066
	SAC 3RD QTR EXPENSES	28,922.07	COST OF SERVICE PROVIDED	203.203.206		10.24.19	014233	P 306 00067
	IRRIGATION REPAIRS	335.52	21ST ST-BROADWAY TO DOUG	506.572.370		10.25.19	020814	P 306 00068
		330,663.31	*VENDOR TOTAL					
YANKTON VOL FIRE DEPARTM	FIRE CALLS SEPT/OCT	280.00	PROFESSIONAL SERV.-VOLUN	101.114.202		10.22.19	077831	P 306 00078

Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	4,788,815.55							

RECORDS PRINTED - 000314

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	780,847.24
201	PARKS AND RECREATION	73,474.49
202	PARK IMPROVEMENT	130.69
203	SUMMIT ACTIVITY CENTER	35,556.79
204	MARNE CREEK	7,397.10
208	911/DISPATCH	1,747.00
211	LODGING SALES TAX	117,540.75
323	REVENUE BONDS 2011 A	1,971,425.00
502	AIRPORT CAPITAL	17,195.06
505	HUETHER AQUATIC CENTER	109,650.00
506	SPECIAL CAPITAL IMPROV	312,562.65
601	WATER OPERATION	70,118.77
602	WATER RENEWAL/REPLACEMENT	491,978.19
611	WASTE WATER OPERATION	32,713.21
615	REV REFUNDING BONDS 2011B	500,400.00
621	CEMETERY OPERATION	3,000.51
631	SOLID WASTE	71,146.93
637	JOINT POWER	126,032.12
641	GOLF COURSE	10.77
701	LIBRARY TRUST	250.00
713	COPIES & POSTAGE	1,119.41
801	CENTRAL GARAGE	64,518.87
TOTAL ALL FUNDS		4,788,815.55

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	4,788,815.55
TOTAL ALL BANKS		4,788,815.55

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

DATE APPROVED BY

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
AFSCME COUNCIL 65		06454							
	EMPLOYEE DEDUCTION	609.02	MISC. EMP. DED.	711.2079		005136	F	282	00014
	EMPLOYEE DEDUCTION	609.02	MISC. EMP. DED.	711.2079		005136	F	282	00022
		1,218.04	*TOTAL						
AMERICAN FAMILY LIFE COR		00025							
	CANCER & ICU PREMIUMS	6,240.50	CANCER & ICU SUPPLEMENTA	711.2075		001234	P	282	00064
BALLARD SPAHR		.16584							
	LEGAL SERVICES-REV BOND	2,750.00	BOND ISSUANCE COST	323.323.422		020921	F	282	00006
DAKOTACARE ADMIN SERVICE		05140							
	HEALTH INSURANCE - NOV	15,124.16	HSA PREMIUMS	711.2063		005646	F	282	00023
	HEALTH INSURANCE - NOV	60,649.34	HEALTH INSURANCE	711.2068		005646	F	282	00024
	HEALTH INSURANCE - NOV	2,539.80	HEALTH INSURANCE	711.2068		005646	F	282	00025
		78,313.30	*TOTAL						
DELTA DENTAL		04160							
	DENTAL INSURANCE-OCTOBER	8,365.76	DENTAL INSURANCE	711.2059		003190	F	282	00003
	DENTAL INSURANCE - NOV	8,324.32	DENTAL INSURANCE	711.2059		003190	P	282	00068
		16,690.08	*TOTAL						
DEPT OF SOCIAL SERVICES		01681							
	EMPLOYEE DEDUCTION	1,237.25	MISC. EMP. DED.	711.2079		003562	F	282	00013
	EMPLOYEE DEDUCTION	1,237.25	MISC. EMP. DED.	711.2079		003562	F	282	00026
		2,474.50	*TOTAL						
DOUGHERTY & COMPANY LLC		06884							
	TAX REF REV BONDS FEES	15,000.00	BOND ISSUANCE COST	323.323.422		020919	F	282	00008
FIRST NATL BANK SOUTH DA		04389							
	EMPLOYEE DEDUCTION	551.21	FLEX DAYCARE	711.2054		003301	F	282	00009
	EMPLOYEE DEDUCTION	551.21	FLEX DAYCARE	711.2054		003301	F	282	00027
	EMPLOYEE DEDUCTION	214.50	FLEX MEDICAL	711.2055		003301	F	282	00010
	EMPLOYEE DEDUCTION	214.50	FLEX MEDICAL	711.2055		003301	F	282	00028
		1,531.42	*TOTAL						
FREY/BRANDON		07049							
	TRAINING	80.00	TRAVEL EXPENSE	101.111.263		005154	F	282	00071
JACKSON/BROOKE		07297							
	REIMBURSEMENT	35.00	PROFESSIONAL SERVICES -	101.104.202		005853	F	282	00017
	TRAINING	80.00	TRAVEL EXPENSE	101.111.263		005154	F	282	00019
		115.00	*TOTAL						
MCCLOUD/DAVID N.		.16585							
	PROPERTY PURCHASE	1,800.00	LAND	204.204.310		020713	F	282	00065
MEIERHENRY SARGENT LLP		06348							
	BOND COUNSEL SERVICE FEE	4,200.00	BOND ISSUANCE COST	323.323.422		020920	F	282	00007
MINNESOTA LIFE INSURANCE		06544							
	LIFE INSURANCE - OCTOBER	713.03	LIFE INSURANCE	711.2069		005179	F	282	00001
MURGUIA/JAVIER		06552							
	TRAINING EXPENSE	194.00	CONFERENCE & MEETINGS	101.111.265		005900	F	282	00070
RETIREMENT, SD		00519							
	SD RETIREMENT - OCTOBER	71,556.59	SD RETIREMENT SYSTEM	711.2066		002809	P	282	00067
SAFETY BENEFITS INC		06794							
	SAFETY & LOSS CONFERENCE	65.00	CONFERENCE & MEETINGS	101.102.265		019323	F	282	00016

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
SDAMA & AAND AIRPORT		07395							
	CONFERENCE REGISTRATION	150.00	CONFERENCE & MEETINGS	101.127.265		020703	F	282	00015
SDSRP		04992							
	EMPLOYEE DEDUCTION	3,008.00	ROTH 457 SDRS-SRP	711.2056		003591	F	282	00012
	EMPLOYEE DEDUCTION	3,008.00	ROTH 457 SDRS-SRP	711.2056		003591	F	282	00021
	EMPLOYEE DEDUCTION	2,120.50	SDRS SUPPLEMENTAL RETIRE	711.2058		003591	F	282	00011
	EMPLOYEE DEDUCTION	2,120.50	SDRS SUPPLEMENTAL RETIRE	711.2058		003591	F	282	00020
		10,257.00	*TOTAL						
SUMMIT ACTIVITY CENTER		03787							
	EMPLOYEE DEDUCTIONS	572.00	SUMMIT ACTIVITIES CENTER	711.2062		002981	P	282	00063
SUN LIFE FINANCIAL		06804							
	VISION INSURANCE-OCTOBER	1,025.83	HEALTH INSURANCE	711.2068		005313	F	282	00002
	VISION INSURANCE - NOV	1,031.44	HEALTH INSURANCE	711.2068		005313	P	282	00066
		2,057.27	*TOTAL						
UNITED WAY		00918							
	EMPLOYEE DEDUCTIONS	148.00	UNITED FUND	711.2070		001142	P	282	00062
VAST BROADBAND		06976							
	PHONE SERVICE	97.76	TELEPHONE	101.102.271		003513	F	282	00029
	PHONE SERVICE	60.40	TELEPHONE	101.102.271		003513	P	282	00045
	PHONE SERVICE	188.05	TELEPHONE	101.104.271		003513	F	282	00030
	PHONE SERVICE	121.00	TELEPHONE	101.104.271		003513	P	282	00046
	INTERNET SERVICE	1,068.79	INTERNET ACCESS	101.105.270		003751	P	282	00061
	PHONE SERVICE	23.46	TELEPHONE	101.105.271		003513	F	282	00031
	PHONE SERVICE	14.78	TELEPHONE	101.105.271		003513	P	282	00047
	PHONE SERVICE	97.16	TELEPHONE	101.106.271		003513	F	282	00032
	PHONE SERVICE	56.11	TELEPHONE	101.106.271		003513	P	282	00048
	PHONE SERVICE	33.55	TELEPHONE	101.111.271		003513	F	282	00033
	PHONE SERVICE	23.56	TELEPHONE	101.111.271		003513	P	282	00049
	PHONE SERVICE	98.48	TELEPHONE	101.114.271		003513	F	282	00034
	PHONE SERVICE	78.54	TELEPHONE	101.114.271		003513	P	282	00050
	PHONE SERVICE	167.07	TELEPHONE	101.122.271		003513	F	282	00035
	PHONE SERVICE	112.93	TELEPHONE	101.122.271		003513	P	282	00051
	PHONE CHARGES	38.21	TELEPHONE	101.123.271		003977	F	282	00005
	PHONE SERVICE	66.42	TELEPHONE	101.123.271		003513	F	282	00036
	PHONE SERVICE	43.38	TELEPHONE	101.123.271		003513	P	282	00052
	PHONE CHARGES	152.85	TELEPHONE	101.127.271		003977	F	282	00004
	PHONE SERVICE	84.06	TELEPHONE	101.142.271		003513	F	282	00037
	PHONE SERVICE	48.23	TELEPHONE	101.142.271		003513	P	282	00053
	PHONE SERVICE	238.49	TELEPHONE	201.201.271		003513	F	282	00038
	PHONE SERVICE	167.46	TELEPHONE	201.201.271		003513	P	282	00054
	PHONE SERVICE	34.55	TELEPHONE	202.202.271		003513	F	282	00039
	PHONE SERVICE	24.26	TELEPHONE	202.202.271		003513	P	282	00055
	PHONE SERVICE	225.53	TELEPHONE	203.203.271		003513	F	282	00040
	PHONE SERVICE	158.37	TELEPHONE	203.203.271		003513	P	282	00056
	PHONE CHARGES	35.20	TELEPHONE	601.601.271		003976	F	282	00018
	PHONE SERVICE	141.41	TELEPHONE	601.601.271		003513	F	282	00041
	PHONE SERVICE	99.01	TELEPHONE	601.601.271		003513	P	282	00057

Manual Check Register

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
	VAST BROADBAND	06976					
	PHONE SERVICE	25.60	TELEPHONE	611.611.271		003513	F 282 00042
	PHONE SERVICE	14.78	TELEPHONE	611.611.271		003513	P 282 00058
	PHONE SERVICE	34.22	TELEPHONE	637.637.271		003513	P 282 00043
	PHONE SERVICE	23.56	TELEPHONE	637.637.271		003513	P 282 00059
	PHONE SERVICE	64.68	TELEPHONE	641.641.271		003513	P 282 00044
	PHONE SERVICE	45.42	TELEPHONE	641.641.271		003513	P 282 00060
		4,007.33	*TOTAL				
	YANKTON AREA PROG. GROWT	00939					
	3RD QTR SALES TAX REIMB	4,676.34	PROFESSIONAL SERVICES	506.572.202		020925	P 282 00069
		224,809.40	**CLAIMS TOTAL				

Manual Check Register

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		224,809.40					

RECORDS PRINTED - 000071

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	3,278.79
201	PARKS AND RECREATION	405.95
202	PARK IMPROVEMENT	58.81
203	SUMMIT ACTIVITY CENTER	383.90
204	MARNE CREEK	1,800.00
323	REVENUE BONDS 2011 A	21,950.00
506	SPECIAL CAPITAL IMPROV	4,676.34
601	WATER OPERATION	275.62
611	WASTE WATER OPERATION	40.38
637	JOINT POWER	57.78
641	GOLF COURSE	110.10
711	EMPLOYEE BENEFIT	191,771.73
TOTAL ALL FUNDS		224,809.40

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	224,809.40
TOTAL ALL BANKS		224,809.40

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

DATE APPROVED BY

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Credit Card Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ADOBE CREATIVE CLOUD CONTRACTED SERVICES	53.24	CONTRACTED SERVICES - OP	201.201.204		Lacroix		309 00412
ADOBE STOCK CONTRACTED SERVICES	31.94	CONTRACTED SERVICES - OP	201.201.204		Lacroix		309 00454
AIRPORTPARKINGRESERVAT AIRPORT PARKING	25.99	TRAVEL EXPENSE	101.111.263		Harris		309 00013
ALLIED CONTROLS INC RADIATOR CONTROLS	191.32	REP. & MAINT. - EQUIPMEN	101.125.221		Homstad		309 00198
AMAZON.COM AMZN.COM/BI RETURN: LIGHTING CONTROL	105.18CR	REP. & MAINT. - BUILDING	101.142.223		Homstad		309 00060
AMAZON.COM AU6EL8EW3 A MECHANICAL PENCILS	21.30	OFFICE SUPPLIES	101.122.232		Goeden		309 00132
AMAZON.COM G50Y55OB3 RADIO PROJECT - APC UPS	5,154.99	EQUIPMENT	208.208.350		Johnson		309 00366
AMAZON.COM JB81V33Y3 BATTERIES	63.87	OFFICE SUPPLIES	101.111.232		Foote		309 00267
AMAZON.COM MQ8VG1630 MEDICINE BALLS	27.23	RECREATION SUPPLIES	203.203.242		McHenry		309 00353
AMAZON.COM QH9EF02D3 A OFFICE SUPPLIES	21.28	OFFICE SUPPLIES	101.106.232		Goeden		309 00181
AMAZON.COM TW0980503 A JANITORIAL SUPPLIES	55.99	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		309 00240
AMAZON.COM U54A63CD3 A ICE MAKER FILTER	123.32	EQUIPMENT	602.602.350		Chytka		309 00095
AMAZON.COM 8R2FU0FD3 A AUTO LIGHTING CONTROL	105.18	REP. & MAINT. - BUILDING	101.142.223		Homstad		309 00199
AMZN MKTP US BV83L2ZA3 PC SUPPLIES	99.74	PC NETWORK SUPPLIES	101.105.230		Peters		309 00408
AMZN MKTP US B05PF4EV3 PROGRAM SUPPLIES	140.35	PROGRAM SUPPLIES	101.142.242		Dobrovolny		309 00110
BOOK	14.99	BOOKS	101.142.340		Dobrovolny		309 00111
DVD'S	51.65	AV - CAPITAL	101.142.342		Dobrovolny		309 00112
	206.99	*VENDOR TOTAL					
AMZN MKTP US F92DH4V03 PROGRAM SUPPLIES	5.99	PROGRAM SUPPLIES	101.142.242		Dobrovolny		309 00145

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US J38EE0N03	DESK INSERTS	12.40	OFFICE SUPPLIES	601.601.232		Chytka		309 00424
AMZN MKTP US MQ8QG8IZ3	OFFICE SUPPLIES	20.58	OFFICE SUPPLIES	101.142.232		Dobrovolny		309 00304
	PROGRAM SUPPLIES	9.95	PROGRAM SUPPLIES	101.142.242		Dobrovolny		309 00305
	BOOKS	24.67	BOOKS	101.142.340		Dobrovolny		309 00306
	PROGRAM SUPPLIES	15.99	RECREATION SUPPLIES	701.701.242		Dobrovolny		309 00307
		71.19	*VENDOR TOTAL					
AMZN MKTP US QS8EP8PJ3	OFFICE SUPPLIES	33.95	OFFICE SUPPLIES	208.208.232		Peters		309 00123
AMZN MKTP US UK1PW07D3	TONER	17.70	OFFICE SUPPLIES	637.637.232		Peters		309 00133
AMZN MKTP US V81X61BY3	PRINTER RIBBONS	71.58	OFFICE SUPPLIES	637.637.232		Peters		309 00037
AMZN MKTP US XE2ZN5BJ3	PROGRAM SUPPLIES	2.99	PROGRAM SUPPLIES	101.142.242		Dobrovolny		309 00109
AMZN MKTP US 2B7775PW3	RESISTANCE BANDS	99.95	RECREATION SUPPLIES	203.203.242		Wattier		309 00184
AMZN MKTP US 5T33B47F3	BATTERIES	47.97	REP. & MAINT. - EQUIPMEN	101.114.221		Kurtenbach		309 00345
AMZN MKTP US 9W93F5J23	ICE MACHINE	1,640.00	EQUIPMENT	602.602.350		Chytka		309 00143
ANIMAL HEALTH CLINIC	K9 CARE	94.37	K-9 UNIT MEDICAL CARE	101.111.246		Pekarek		309 00328
ASSOCIATED SUPPLY	POOL REPAIRS	187.85	REP. & MAINT. - BUILDING	203.203.223		McHenry		309 00019
AT&T BILL PAYMENT	CELL PHONE	27.32	TELEPHONE	101.127.271		Bailey		309 00270
	CELL PHONE	26.07	TELEPHONE	201.201.271		Bailey		309 00271
	CELL PHONE	30.83	TELEPHONE	601.601.271		Bailey		309 00272
	CELL PHONE	25.55	TELEPHONE	601.601.271		Bailey		309 00273
	CELL PHONE	257.27	TELEPHONE	611.611.271		Bailey		309 00274
	CELL PHONE	57.57	TELEPHONE	201.201.271		Bailey		309 00275
	CELL PHONE	71.87	TELEPHONE	101.123.271		Bailey		309 00276
		496.48	*VENDOR TOTAL					
AT&T PREMIER EBIL	PHONE / MOBILE DATA	1,545.15	PROFESSIONAL SERVICES	101.111.202		Peters		309 00072
	PHONE / MOBILE DATA	912.14	PROFESSIONAL SERVICES	101.111.202		Peters		309 00418
		2,457.29	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AUTOZONE #3423	WIPER BLADES	40.45	REP. & MAINT. -VEHICLES	201.201.222		McHenry		309 00386
AUTOZONE #3795	ANTIFREEZE, WIPER BLADES	18.99	GARAGE PARTS	801.801.249		Kulhavy		309 00061
	GREASE	39.90	GARAGE PARTS	801.801.249		Kulhavy		309 00062
	WASHER FLUID, GREASE	66.18	GARAGE PARTS	801.801.249		Kulhavy		309 00161
	NITRILE GLOVES	22.98	GARAGE PARTS	801.801.249		Kulhavy		309 00191
	BRAKE PADS AND ROTORS	134.99	GARAGE PARTS	801.801.249		Kulhavy		309 00298
	ANTIFREEZE, WIPER BLADES	63.94	GARAGE PARTS	801.801.249		Kulhavy		309 00299
	ANTIFREEZE	71.92	GARAGE PARTS	801.801.249		Kulhavy		309 00396
		418.90	*VENDOR TOTAL					
AWWA.ORG	AWWA MEMBERSHIP	208.00	MEMBERSHIP DUES	601.601.261		Chytka		309 00117
BAKER-TAYLOR	BOOKS	1,278.54	BOOKS	101.142.340		Schmidt		309 00068
	POSTAGE	12.24	POSTAGE	101.142.231		Schmidt		309 00069
		1,290.78	*VENDOR TOTAL					
BATTERY EXCHANGE	EQUIPMENT REPAIRS	114.95	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		309 00247
	SHOP SUPPLIES	8.94	REP. & MAINT. - BUILDING	201.201.223		Gleich		309 00248
		123.89	*VENDOR TOTAL					
BEST WESTERN HOTELS -	SDML CONFERENCE	303.98	CONFERENCE & MEETINGS	101.102.265		Leon		309 00233
BOLLER PRINTING	STATEMENTS	395.00	OFFICE SUPPLIES	101.111.232		Parker		309 00170
BOMGAARS #2 YANKTON	SHOP SUPPLIES	279.99	REP. & MAINT. - BUILDING	621.621.223		Bornitz		309 00042
	HARDWARE	0.65	SMALL TOOLS & HARDWARE	204.204.247		Delozier		309 00182
	TRAIL SUPPLIES	32.00	REP. & MAINT. - TRAIL	204.204.223		Delozier		309 00324
	PARK SHOP SUPPLIES	209.98	REP. & MAINT. - BUILDING	201.201.223		Eskens		309 00157
	TRACTOR REPAIRS	35.70	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		309 00245
	SHOP SUPPLIES	59.99	REP. & MAINT. - BUILDING	201.201.223		Gleich		309 00246
	SHOP SUPPLIES	37.98	REP. & MAINT. - BUILDING	201.201.223		Gleich		309 00293
	CONCRETE MIX	9.87	ROAD MATERIALS	101.123.239		Gobel		309 00174
	SPRAY PAINT	62.88	ROAD MATERIALS	101.123.239		Gobel		309 00281
	TOOLS AND HARDWARE	24.97	SMALL TOOLS & HARDWARE	611.611.247		Hanson		309 00236
	PARK SUPPLIES	35.96	REP. & MAINT. - BUILDING	201.201.223		Kortan		309 00189
	PARK SUPPLIES	65.57	REP. & MAINT. - BUILDING	201.201.223		Kortan		309 00257
	UNIFORMS	28.48	UNIFORMS & DRY GOODS	201.201.244		Kortan		309 00342
	GRINDER	85.83	SMALL TOOLS & HARDWARE	601.601.247		Kuehler		309 00047
	K9 CARE	5.99	K-9 UNIT MEDICAL CARE	101.111.246		Nolz		309 00373
	WATER BOOTS	28.74	UNIFORMS & DRY GOODS	601.601.244		Peterson		309 00355

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BOMGAARS #2 YANKTON								
	ROOF COATING	39.99	REP. & MAINT. - BUILDING	801.801.223		Potts		309 00259
	GRASS SEED	119.50	ROAD MATERIALS	101.123.239		Potts		309 00308
	GRINDING WHEEL	4.99	SMALL TOOLS & HARDWARE	101.127.247		Ryken		309 00140
	CHEMICALS	88.56	CHEMICALS & GASES	201.201.240		Snook		309 00051
	PARK SUPPLIES	25.99	REP. & MAINT. - BUILDING	201.201.223		Snook		309 00073
	AG SUPPLIES	34.98	AGRICULTURAL SUPPLIES	201.201.241		Snook		309 00122
	CHEMICALS REFUND	70.74CR	CHEMICALS & GASES	201.201.240		Snook		309 00215
	CHEMICALS	70.74	CHEMICALS & GASES	201.201.240		Snook		309 00216
	CHEMICALS	66.42	CHEMICALS & GASES	201.201.240		Snook		309 00217
	HARDWARE	19.26	SMALL TOOLS & HARDWARE	201.201.247		Snook		309 00226
	UNIFORMS	23.99	UNIFORMS & DRY GOODS	201.201.244		Snook		309 00360
	CHEMICALS	82.40	CHEMICALS & GASES	201.201.240		Snook		309 00453
	HARDWARE	9.77	SMALL TOOLS & HARDWARE	201.201.247		Snyder		309 00135
	WESTSIDE PARK REPAIRS	19.75	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		309 00046
	SHOP SUPPLIES	25.98	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		309 00415
	SMALL TOOLS	6.48	SMALL TOOLS & HARDWARE	201.201.247		Wampol		309 00031
	PARK SUPPLIES	13.99	REP. & MAINT. - BUILDING	201.201.223		Wampol		309 00166
	CHEMICALS	42.16	CHEMICALS & GASES	201.201.240		Wampol		309 00286
		1,628.79	*VENDOR TOTAL					
BRANDON PIZZA RANCH								
	TRAVEL EXPENSE	18.06	TRAVEL EXPENSE	101.111.263		Pekarek		309 00125
BROWNELLS INC								
	RIFLE MAINTENANCE	39.84	REP. & MAINT. - EQUIPMEN	101.111.221		Foote		309 00326
BUFFALO WILD WINGS GRI								
	TRAINING EXPENSE	24.69	LEARNING	101.114.264		Nickles		309 00082
BUHL CLEANERS								
	TOWELS	312.42	CONTRACTED SERVICES	203.203.204		McHenry		309 00312
C & B YANKTON								
	MOWER REPAIR	3.02	REP. & MAINT. - PLANT	611.611.221		Hanson		309 00096
	MOWER REPAIR	34.39	REP. & MAINT. - PLANT	611.611.221		Hanson		309 00097
		37.41	*VENDOR TOTAL					
CENTER POINT LARGE PRI								
	LARGE PRINT BOOKS	137.82	BOOKS	101.142.340		Schmidt		309 00089
CHRISTENSEN RADIATOR A								
	TRUCK REPAIRS	294.61	REP. & MAINT. -VEHICLES	201.201.222		Gleich		309 00024
COFFEE CUP #8								
	FUEL	20.00	TRAVEL EXPENSE	101.111.263		Harris		309 00214
CONCRETE MATERIALS								
	MEMORIAL PARK REPAIRS	297.00	REP. & MAINT. - BUILDING	201.201.223		McHenry		309 00316
	PARK SUPPLIES	305.25	REP. & MAINT. - BUILDING	201.201.223		McHenry		309 00427

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CONCRETE MATERIALS	PAINT WANDS	47.25	SMALL TOOLS & HARDWARE	601.601.247		Robinson		309 00065
		649.50	*VENDOR TOTAL					
CONOCO - YESWAY 1178 B	TRAVEL EXPENSE	34.10	TRAVEL EXPENSE	203.203.263		McHenry		309 00426
CONOCO - 281 TC	SDML CONFERENCE FUEL	36.85	CONFERENCE & MEETINGS	101.106.265		Bies		309 00255
CORNWELL D-P TOOLS INC	SOCKET	9.13	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		309 00388
COX AUTO SUPPLY	CEMETERY EQUIPMENT	7.16	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		309 00220
	EQUIPMENT REPAIRS	48.87	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		309 00389
	UV DIELECTRIC GREASE	8.29	REP. & MAINT. - PLANT	611.611.221		Hoilien		309 00376
	REPLACEMENT BELT	10.13	REP. & MAINT. - VEHICLES	101.114.222		Miles		309 00086
	TOOLS AND HARDWARE	14.15	SMALL TOOLS & HARDWARE	101.126.247		Ryken		309 00407
		88.60	*VENDOR TOTAL					
CRESCENT ELECTRIC 029	UV COMM CAT5	4.21	REP. & MAINT. - PLANT	611.611.221		Hanson		309 00349
	ODOR CONTROL UNIT HEATER	823.29	REP. & MAINT. - PLANT	611.611.221		Hanson		309 00438
	BALLAST, LIGHT BULB	40.83	REP. & MAINT. - BUILDING	101.141.223		Miles		309 00087
	REPLACEMENT BALLAST	13.64	REP. & MAINT. - BUILDING	101.142.223		Miles		309 00168
	FLAG POLE PROJECT	15.86	REP. & MAINT. - BUILDING	101.141.223		Miles		309 00231
	REPLACEMENT PHOTO CELL	8.58	REP. & MAINT. - BUILDING	101.142.223		Miles		309 00317
	ELECTRICAL SUPPLIES	292.95	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		309 00039
	HARDWARE	23.99	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		309 00139
	GE LAMPS	184.05	BUILDING REPAIR & MAINT.	637.637.223		Ryken		309 00372
		1,407.40	*VENDOR TOTAL					
CULVER S OF MITCHELL #	TRAVEL EXPENSE	4.99	TRAVEL EXPENSE	101.142.263		Lippert		309 00448
DAKOTAH LODGE OF BROOK	2019 SDPA CONFERENCE	30.00CR	CONFERENCE & MEETINGS	101.106.265		Mingo		309 00147
	2019 SDPA CONFERENCE	182.00	CONFERENCE & MEETINGS	101.106.265		Mingo		309 00148
		152.00	*VENDOR TOTAL					
DEFENSIVE EDGE TRAININ	RIFLE MAINTENANCE	136.50	REP. & MAINT. - EQUIPMEN	101.111.221		Foote		309 00416
DHARMA TRADING CO	POSTAGE	14.20	POSTAGE	101.142.231		Lippert		309 00035
	ADULT CRAFT SUPPLIES	101.20	RECREATION SUPPLIES	701.701.242		Lippert		309 00036
		115.40	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ECHO ELECTRIC SUPPLY	LIFT STATION POWER CORD	20.73	REP. & MAINT. - PLANT	611.611.221		Hanson		309 00351
	EXTERIOR LIGHT BULBS	117.32	REP. & MAINT. - BUILDING	101.114.223		Miles		309 00014
	ELECTRICAL SUPPLIES	753.45	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		309 00210
		891.50	*VENDOR TOTAL					
EDIBLE ARRANGEMENTS	DISPUTED CHARGES	98.33	REP. & MAINT. - EQUIPMEN	204.204.221		Delozier		309 00004
EHRESMANN ENGINEERING	BOCCI BALL MATERIAL	177.96	EQUIPMENT	201.201.350		Gleich		309 00250
FAIRBANK EQUIPMENT	TRAIL SUPPLIES	20.10	REP. & MAINT. - TRAIL	204.204.223		Delozier		309 00183
	SPRAYER PARTS	59.36	REP. & MAINT. - EQUIPMEN	201.201.221		Wampol		309 00443
		79.46	*VENDOR TOTAL					
FASTENAL COMPANY 01SDY	NUTS & BOLTS	17.64	REP. & MAINT. - EQUIPMEN	101.123.221		Gobel		309 00050
	NUTS AND BOLTS	50.20	ROAD MATERIALS	101.123.239		Gobel		309 00265
	NUTS AND BOLTS	23.52	ROAD MATERIALS	101.123.239		Gobel		309 00331
	HARDWARE	1.51	SMALL TOOLS & HARDWARE	611.611.247		Hanson		309 00399
	NUTS AND BOLTS	279.04	ROAD MATERIALS	101.123.239		Robb		309 00232
	NUTS AND BOLTS	226.50	GARAGE PARTS	801.801.249		Robb		309 00445
	DRILL BITS	13.41	SMALL TOOLS & HARDWARE	101.126.247		Ryken		309 00171
	ELECTRICAL SUPPLIES	3.02	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		309 00452
	PARK SUPPLIES	32.44	REP. & MAINT. - BUILDING	201.201.223		Snyder		309 00007
	PARK SUPPLIES	5.28	REP. & MAINT. - BUILDING	201.201.223		Snyder		309 00074
	WESTSIDE PARK REPAIRS	52.09	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		309 00045
	SHOP SUPPLIES	10.99	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		309 00413
	SHOP SUPPLIES	2.91	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		309 00414
		718.55	*VENDOR TOTAL					
FBI RETAIL STO12010070	UNIFORMS	273.98	UNIFORMS	101.111.244		Brandt		309 00290
FERGUSON WATERWRKS #25	METERS	761.99	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		309 00101
	4" METER	831.86	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		309 00102
	METERS	761.99	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		309 00455
	4" METER	831.86	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		309 00456
		3,187.70	*VENDOR TOTAL					
FIRE MOUNTAIN GEMS & B	POSTAGE	5.99	POSTAGE	101.142.231		Raiche		309 00185
	PROGRAM SUPPLIES	45.40	PROGRAM SUPPLIES	101.142.242		Raiche		309 00186
		51.39	*VENDOR TOTAL					
FIRESMARTPROMOS.COM	PLASTIC FIRE HELMETS	567.00	PREVENTION	101.114.268		Nickles		309 00225

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
FORESTRY SUPPLIERS INC								
	AG SUPPLIES	65.60	AGRICULTURAL SUPPLIES	201.201.241		Kortan		309 00234
	AG SUPPLIES	171.35	AGRICULTURAL SUPPLIES	201.201.241		Kortan		309 00398
		236.95	*VENDOR TOTAL					
FRED HAAR COMPANY YANK								
	MOWER REPAIR	3.90	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		309 00244
	MOWER BELT	60.79	REP. & MAINT. - PLANT	611.611.221		Monson		309 00126
		64.69	*VENDOR TOTAL					
GAN USATODAYCIRC								
	NEWSPAPER SUBSCRIPTION	347.94	SUBSCRIPTIONS & PUBLICAT	101.142.235		Schmidt		309 00032
GOVERNORS INN								
	LODGING	83.75	TRAVEL EXPENSE	101.111.263		Harris		309 00359
GPS INDUSTRIES								
	GOLF CART RENTAL	1,920.00	GOLF CAR/GOLF CLUB RENTA	641.641.746		McHenry		309 00164
GRAINGER								
	PVC FITTING	6.76	REP. & MAINT. - PLANT	601.601.221		Fischer		309 00420
	PVC FITTING	8.37	REP. & MAINT. - PLANT	601.601.221		Fischer		309 00421
		15.13	*VENDOR TOTAL					
HACH COMPANY								
	LAB REAGENTS	640.61	CHEMICALS & GASES	601.601.240		Chytka		309 00018
	LAB REAGENTS	152.25	CHEMICALS & GASES	601.601.240		Chytka		309 00289
	LAB REAGENTS	1,038.51	CHEMICALS & GASES	601.601.240		Chytka		309 00352
	CALIBRATION UNIT	57.09	MEDICAL,SAFETY, & LAB. S	601.601.243		Chytka		309 00402
		1,888.46	*VENDOR TOTAL					
HAMPTON INN AND SUITES								
	LODGING SDML CONFERENCE	164.42	CONFERENCE & MEETINGS	101.111.265		Bailey		309 00221
	LODGING SDML CONFERENCE	164.42	CONFERENCE & MEETINGS	101.106.265		Bies		309 00195
	LODGING SDML CONFERENCE	164.42	CONFERENCE & MEETINGS	101.122.265		Haberman		309 00203
	LODGING SDML CONFERENCE	164.42	CONFERENCE & MEETINGS	101.106.265		Homstad		309 00200
	LODGING SDML CONFERENCE	164.42	CONFERENCE & MEETINGS	101.114.265		Kurtenbach		309 00194
		822.10	*VENDOR TOTAL					
HARBOR FREIGHT TOOLS 8								
	WORK LIGHTS, HAND TRUCK	139.97	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		309 00300
HARD DRIVE CENTRAL								
	COPIES	79.46	COPIES	101.111.234		Foote		309 00223
HARTFORD PIZZA RANCH								
	TRAVEL EXPENSE	21.50	TRAVEL EXPENSE	101.111.263		Nolz		309 00012
HARTINGTON TREE								
	TREE	110.00	AGRICULTURAL SUPPLIES	201.201.241		Kortan		309 00256
	MEMORIAL TREE	130.00	AGRICULTURAL SUPPLIES	201.201.241		Kortan		309 00292

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
HARTINGTON TREE		240.00	*VENDOR TOTAL					
HAWKINS INC	SODIUM HYPOCHLORITE	530.97	CHEMICALS & GASES	611.611.240		Hanson		309 00429
HOBBY-LOBBY #255	OFFICE SUPPLIES	60.95	OFFICE SUPPLIES	201.201.232		McHenry		309 00439
HOLIDAY INN HOTEL & CO	TRAVEL EXPENSE	183.98	TRAVEL EXPENSE	101.142.263		Lippert		309 00450
	TRAVEL EXPENSE-TAX	16.20CR	TRAVEL EXPENSE	101.142.263		Schmidt		309 00052
	TRAVEL EXPENSE-TAX	16.20CR	TRAVEL EXPENSE	101.142.263		Schmidt		309 00053
	TRAVEL EXPENSE	200.18	TRAVEL EXPENSE	101.142.263		Schmidt		309 00447
	TRAVEL EXPENSE	200.18	TRAVEL EXPENSE	101.142.263		Schmidt		309 00449
		551.94	*VENDOR TOTAL					
HOLIDAY STATIONS 0449	FUEL	57.98	TRAVEL EXPENSE	101.111.263		Erickson		309 00358
HOLIDAY STATIONS 3501	FUEL	36.87	CONFERENCE & MEETINGS	101.114.265		Kurtenbach		309 00249
HY-VEE YANKTON 1899	FRIENDS OF THE LIBRARY	15.47	RECREATION SUPPLIES	701.701.242		Dobrovolny		309 00064
	DOC WORK PROGRAM	37.38	REP. & MAINT. - BUILDING	201.201.223		Frick		309 00239
	FUNERAL ARRANGEMENT	54.00	CONFERENCE & MEETINGS	101.105.265		Hussein		309 00436
	DOG PARK ACTIVITY	149.52	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		309 00044
	REC SUPPLIES	48.38	RECREATION SUPPLIES	203.203.242		McHenry		309 00204
	SUPPLIES	23.97	REP. & MAINT. - BUILDING	101.125.223		Miles		309 00284
		328.72	*VENDOR TOTAL					
IHOP 3044 00030445	TRAVEL EXPENSE	39.03	TRAVEL EXPENSE	201.201.263		McHenry		309 00384
INT IN AIRCRAFT DEICI	DEICING FLUID	1,554.00	GARAGE GASOLINE & LUBRIC	101.127.238		Roinstad		309 00059
INT IN EMBROIDERY & S	AIRPORT POLO SHIRT	40.47	UNIFORMS & DRY GOODS	101.127.244		Goeden		309 00179
INT IN POWERS PORT A	PORTA POTS	250.00	CONTRACTED SERVICES - OP	201.201.204		McHenry		309 00311
INTOXIMETERS INC	MAINTENANCE	205.25	REP. & MAINT. - EQUIPMEN	101.111.221		Foote		309 00180
IR INDUSTRIAL	AIR COMPRESSOR REPAIRS	715.71	REP. & MAINT. - PLANT	611.611.221		Hanson		309 00098

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
J.J BENJIS	DEPARTMENT POLO SHIRT	30.00	OFFICE SUPPLIES	101.106.232		Goeden		309 00219
	YOUTH VB TEAM SHIRTS	517.50	RECREATION SUPPLIES	203.203.242		Wattier		309 00172
		547.50	*VENDOR TOTAL					
JACKS UNIFORMS & EQUI	UNIFORMS	99.90	UNIFORMS	101.111.244		Brandt		309 00314
	UNIFORMS	406.84	UNIFORMS	101.111.244		Brandt		309 00315
		506.74	*VENDOR TOTAL					
JCL SOLUTIONS-SIOUX FA	CLEANING SUPPLIES	242.02	JANITORIAL SUPPLIES	203.203.236		Orr		309 00030
	CLEANING SUPPLIES	149.90	JANITORIAL SUPPLIES	203.203.236		Orr		309 00258
	CLEANING SUPPLIES	132.00	JANITORIAL SUPPLIES	201.201.236		Snook		309 00266
		523.92	*VENDOR TOTAL					
JIMMY JOHNS - 3631 - E	FEMA MEETING	32.98	CONFERENCE & MEETINGS	101.102.265		Bailey		309 00076
	STAFF APPRECIATION	48.01	RECREATION SUPPLIES	701.701.242		Raiche		309 00451
		80.99	*VENDOR TOTAL					
J2 METROFAX	FAX	7.95	PROFESSIONAL SERVICES	601.601.202		Chytka		309 00401
KAISER REFRIGERATION I	TRAIL SUPPLIES	35.58	REP. & MAINT. - EQUIPMEN	204.204.221		Delozier		309 00175
	EQUIPMENT SUPPLIES	18.99	REP. & MAINT. - EQUIPMEN	204.204.221		Delozier		309 00325
	SPARK PLUG	9.99	REP. & MAINT. - BUILDING	101.125.223		Miles		309 00282
	SPARK PLUG	9.99	REP. & MAINT. - BUILDING	101.125.223		Miles		309 00283
	EQUIPMENT REPAIRS	20.99	REP. & MAINT. - EQUIPMEN	201.201.221		Vanwinkle		309 00075
		95.54	*VENDOR TOTAL					
KOLETZKY IMPLEMENT INC	HOUSING AND NUT	28.60	GARAGE PARTS	801.801.249		Kulhavy		309 00026
KOPETSKYS ACE HDWE	CLEANING SUPPLIES	6.99	JANITORIAL SUPPLIES	201.201.236		Eskens		309 00238
	SHOP SUPPLIES	93.20	REP. & MAINT. - BUILDING	201.201.223		Gleich		309 00025
	OFFICE SUPPLIES	28.99	OFFICE SUPPLIES	201.201.232		McHenry		309 00163
	FASTENERS	3.40	REP. & MAINT. - BUILDING	101.125.223		Miles		309 00034
	AIR FILTERS	29.94	REP. & MAINT. - BUILDING	101.141.223		Miles		309 00088
	FLOOR CLEANER	8.96	REP. & MAINT. - BUILDING	101.125.223		Miles		309 00169
	SPRAY FOAM	4.48	JANITORIAL SUPPLIES	101.142.236		Miles		309 00263
	BUILDING SUPPLIES	21.93	REP. & MAINT. - BUILDING	101.142.223		Miles		309 00377
	SUPPLIES	2.79	REP. & MAINT. - BUILDING	101.125.223		Miles		309 00378
	POPCORN FOR OPEN HOUSE	16.99	PREVENTION	101.114.268		Nickles		309 00323
	HARDWARE	32.57	SMALL TOOLS & HARDWARE	201.201.247		Snook		309 00280
	HARDWARE	19.37	SMALL TOOLS & HARDWARE	201.201.247		Snook		309 00318
	HARDWARE	4.59	SMALL TOOLS & HARDWARE	201.201.247		Snook		309 00330

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KOPETSKYS ACE HDWE	BUILDING SUPPLIES	11.98	REP. & MAINT. - BUILDING	203.203.223		Wattier		309 00134
		286.18	*VENDOR TOTAL					
KUSLERS	FUEL	33.52	TRAVEL EXPENSE	101.111.263		Harris		309 00227
LANGUAGE LINE	TRANSLATION SERVICES	105.86	PROFESSIONAL SERVICES	101.111.202		Foote		309 00268
LARRYS PLUMBING SERVI	YARD IRRIGATION PLUMBING	10.00	AGRICULTURAL SUPPLIES	611.611.241		Hanson		309 00206
LEWIS AND CLARK FORD L	REPLACE FUEL FILTER #529	193.92	GARAGE PARTS	801.801.249		Kulhavy		309 00432
LOVE S TRAVEL 00007021	FUEL	51.07	TRAVEL EXPENSE	101.111.263		Brandt		309 00337
MARATHON PETRO220681	FUEL	52.51	TRAVEL EXPENSE	101.111.263		Brandt		309 00339
MARK S MACHINERY INC	EQUIPMENT REPAIRS	180.79	REP. & MAINT. - EQUIPMEN	621.621.221		Gleich		309 00296
	SKID STEER ALIGNMENT	179.40	REP. & MAINT. - PLANT	611.611.221		Hanson		309 00350
	FUEL PUMP	132.94	GARAGE PARTS	801.801.249		Jensen		309 00055
	TRUCK REPAIRS	260.12	REP. & MAINT. -VEHICLES	204.204.222		McHenry		309 00310
		753.25	*VENDOR TOTAL					
MAVERICKS STEAKHOUSE	SDML CONFERENCE	148.62	CONFERENCE & MEETINGS	101.102.265		Leon		309 00237
MCAFFEE WWW.MCAFFEE.COM	CONTRACTED SERVICE	106.49	CONTRACTED SERVICES - OP	201.201.204		Kortan		309 00066
MCDONALDS F29778	TRAINING EXPENSE	6.77	TRAVEL EXPENSE	101.111.263		Erickson		309 00375
MCDONALDS F5791	TRAVEL EXPENSE	8.27	TRAVEL EXPENSE	201.201.263		Kortan		309 00114
MCMaster-CARR	HYDRANT ADAPTER	73.15	REP. & MAINT. - PLANT	611.611.221		Hanson		309 00113
MEAD LUMBER YANKTON	BOCCI BALL COURTS	26.64	EQUIPMENT	201.201.350		Bornitz		309 00077
	SHOP LUMBER	14.48	REP. & MAINT. - BUILDING	201.201.223		Frick		309 00104
	SERTOMA HOCKEY	23.92	REP. & MAINT. - BUILDING	201.201.223		Frick		309 00390
		65.04	*VENDOR TOTAL					

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD								
	ABATEMENT	2.88CR	OFFICE SUPPLIES	101.106.232		Bies		309 00391
	ABATEMENT	2.88	OFFICE SUPPLIES	101.106.232		Bies		309 00392
	ABATEMENT	2.09	OFFICE SUPPLIES	101.106.232		Bies		309 00393
	PARK SUPPLIES	30.97	REP. & MAINT. - BUILDING	201.201.223		Bornitz		309 00001
	CEMETERY SUPPLIES	113.81	REP. & MAINT. - BUILDING	621.621.223		Bornitz		309 00080
	SHOP SUPPLIES	29.86	REP. & MAINT. - BUILDING	621.621.223		Bornitz		309 00329
	AG SUPPLIES	125.75	AGRICULTURAL SUPPLIES	621.621.241		Bornitz		309 00371
	SHOP TOOLS	58.43	REP. & MAINT. - BUILDING	201.201.223		Frick		309 00028
	BOCCI BALL COURTS	32.96	EQUIPMENT	201.201.350		Frick		309 00103
	BOCCI BALL COURTS	99.33	EQUIPMENT	201.201.350		Frick		309 00150
	BOCCI BALL MATERIAL	5,717.72	EQUIPMENT	201.201.350		Frick		309 00152
	BOCCI COURTS MATERIAL	40.94	EQUIPMENT	201.201.350		Frick		309 00196
	SHOP MATERIAL	40.71	REP. & MAINT. - BUILDING	201.201.223		Frick		309 00197
	TRUCK BATTERY	89.74	REP. & MAINT. -VEHICLES	611.611.222		Hanson		309 00058
	IRRIGATION REPAIR	33.10	AGRICULTURAL SUPPLIES	611.611.241		Hanson		309 00100
	YARD IRRIGATION PLUMBING	6.88	AGRICULTURAL SUPPLIES	611.611.241		Hanson		309 00202
	PUMP HEATING	92.83	REP. & MAINT. - PLANT	611.611.221		Hanson		309 00235
	SMALL TOOLS	33.92	SMALL TOOLS & HARDWARE	611.611.247		Hanson		309 00441
	OFFICE SUPPLIES	39.96	OFFICE SUPPLIES	611.611.232		Hanson		309 00442
	DATA BOXES	53.94CR	EQUIPMENT	208.208.350		Johnson		309 00129
	DATA BOXES	53.94	EQUIPMENT	208.208.350		Johnson		309 00130
	AG SUPPLIES	49.88	AGRICULTURAL SUPPLIES	201.201.241		Kortan		309 00029
	AG SUPPLIES	15.78	AGRICULTURAL SUPPLIES	201.201.241		Kortan		309 00099
	AG SUPPLIES	39.96	AGRICULTURAL SUPPLIES	201.201.241		Kortan		309 00205
	AG SUPPLIES	55.70	AGRICULTURAL SUPPLIES	201.201.241		Kortan		309 00291
	OFFICE SUPPLIES	33.97	OFFICE SUPPLIES	201.201.232		Kortan		309 00341
	HOSE	36.99	GARAGE PARTS	801.801.249		Kulhavy		309 00106
	GARAGE DOOR HINGE	8.37	REP. & MAINT. - BUILDING	601.601.223		Mason		309 00056
	SE GARAGE DOOR SWEEP	10.69	REP. & MAINT. - BUILDING	101.125.223		Miles		309 00016
	REPLACEMENT DOOR SWEEP	10.69	REP. & MAINT. - BUILDING	101.125.223		Miles		309 00033
	FILTERS	9.96	REP. & MAINT. - BUILDING	101.141.223		Miles		309 00090
	BATHROOM FAN	14.48	REP. & MAINT. - BUILDING	101.125.223		Miles		309 00209
	EXTERIOR LIGHT BULBS	71.96	REP. & MAINT. - BUILDING	101.142.223		Miles		309 00230
	RV ANTI FREEZE	41.28	REP. & MAINT. - BUILDING	801.801.223		Potts		309 00165
	DRYER	397.00	SMALL TOOLS & HARDWARE	801.801.247		Potts		309 00354
	BATTERIES FOR LOCATORS	98.75	REP. & MAINT. - PLANT	601.601.221		Robinson		309 00159
	FH PIPE	61.72	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		309 00434
	FH PIPE	28.78	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		309 00435
	TOOLS AND HARDWARE	48.16	SMALL TOOLS & HARDWARE	101.127.247		Roinstad		309 00153
	RETURN	66.90CR	SMALL TOOLS & HARDWARE	101.127.247		Roinstad		309 00154
	SAWHORSES AND GLUE	66.90	SMALL TOOLS & HARDWARE	101.127.247		Roinstad		309 00155
	SAWHORSES AND GLUE	62.82	SMALL TOOLS & HARDWARE	101.127.247		Roinstad		309 00156
	UNIFORMS	35.96	UNIFORMS & DRY GOODS	201.201.244		Schieffer		309 00027
	TRIPP PARK SUPPLIES	55.38	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		309 00127
	SHOP SUPPLIES	17.48	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		309 00222
	RESTROOMS MAINTENANCE	23.46	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		309 00269
	BUILDING SUPPLIES	1.59	REP. & MAINT. - BUILDING	203.203.223		Wattier		309 00083
		7,819.81	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
METROPCS MOBILE WEB	DISPUTED CHARGES	60.00	REP. & MAINT. - EQUIPMEN	204.204.221		Delozier		309 00003
MIDWEST LABORATORIES	NUTRIENT TESTING	181.84	PROFESSIONAL SERVICES	611.611.202		Hanson		309 00340
MIDWEST TURF & IRRIGAT	EQUIPMENT SUPPLIES	83.76	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		309 00297
MINERVA GRILL AND BAR	EDA MEETING	124.58	LEARNING	611.611.264		Leon		309 00383
MUTT MITT	DOG WASTE BAGS	2,459.75	REP. & MAINT. - BUILDING	201.201.223		McHenry		309 00309
NARTEC, INC.	FIELD TESTING	362.14	REP. & MAINT. - EQUIPMEN	101.111.221		Erickson		309 00091
NATIONAL LEAGUE OF	NATIONAL LEAGUE CITIES	170.00	CONFERENCE & MEETINGS	101.102.265		Bailey		309 00417
NORTHSTAR GRILL & PUB	TRAVEL EXPENSE	22.08	TRAVEL EXPENSE	101.111.263		Pekarek		309 00362
NV ENERGY/SPEEDPAY	DISPUTED CHARGES	151.75	REP. & MAINT. - EQUIPMEN	204.204.221		Delozier		309 00002
OLIVE GARDEN 00016642	TRAVEL EXPENSE	32.84	TRAVEL EXPENSE	201.201.263		McHenry		309 00385
OLSONS PEST TECHNICIAN	PEST CONTROL	90.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		309 00444
ONE OFFICE SOLUTION -	OFFICE SUPPLIES	82.43	OFFICE SUPPLIES	611.611.232		Hanson		309 00437
	OFFICE SUPPLIES	38.40	OFFICE SUPPLIES	201.201.232		Kortan		309 00346
	SMALL COLOR PRINTER	148.00	OFFICE SUPPLIES	801.801.232		Robb		309 00141
	WHITE BOARDS	150.00	OFFICE SUPPLIES	601.601.232		Robinson		309 00022
	ICE RINK REGISTER	65.00	RECREATION SUPPLIES	203.203.242		Wattier		309 00038
		483.83	*VENDOR TOTAL					
OREILLY AUTO PARTS 32	FUEL HOSE	1.38	GARAGE PARTS	801.801.249		Kulhavy		309 00063
	BATTERY	98.94	GARAGE PARTS	801.801.249		Kulhavy		309 00162
	V-BELT, LINK KIT	106.93	GARAGE PARTS	801.801.249		Kulhavy		309 00294
	BATTERY	130.35	GARAGE PARTS	801.801.249		Kulhavy		309 00301
	BATTERY CREDIT	130.35CR	GARAGE PARTS	801.801.249		Kulhavy		309 00302
	BATTERY	112.35	GARAGE PARTS	801.801.249		Kulhavy		309 00303
	BRAKE PAD AND ROTORS	101.07	GARAGE PARTS	801.801.249		Kulhavy		309 00343
	BATTERY	125.53	GARAGE PARTS	801.801.249		Kulhavy		309 00430
	POWER STEERING FLUID	15.49	GARAGE PARTS	801.801.249		Kulhavy		309 00431

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
OREILLY AUTO PARTS 32	PIN STRIPE WHITE BOARD	7.98	OFFICE SUPPLIES	601.601.232		Robinson		309 00023
	WHITE BOARD OUTLINE	3.99	OFFICE SUPPLIES	601.601.232		Robinson		309 00394
		573.66	*VENDOR TOTAL					
OVERDRIVE DIST	E-BOOK DONATION	20.00	BOOKS	701.701.340		Schmidt		309 00287
	E-BOOKS	1,917.91	PROFESSIONAL SERVICES	101.142.202		Schmidt		309 00288
		1,937.91	*VENDOR TOTAL					
OVERHEAD DOOR CO	GARAGE DOOR ROLLER	6.00	REP. & MAINT. - BUILDING	601.601.223		Mason		309 00067
PANERA BREAD #601960 P	TRAINING EXPENSE	12.23	TRAVEL EXPENSE	101.111.263		Erickson		309 00357
	TRAINING EXPENSE	10.61	TRAVEL EXPENSE	101.111.263		Erickson		309 00374
	TRAINING EXPENSE	8.78	TRAVEL EXPENSE	101.111.263		Erickson		309 00406
		31.62	*VENDOR TOTAL					
PAPA JOHNS #2515	DISPUTED CHARGES	102.79	REP. & MAINT. - EQUIPMEN	204.204.221		Delozier		309 00006
PAYPAL APPLE SEAL	MONITOR	79.95	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		309 00176
PAYPAL EBAY COUNTRYGI	CLEANING TAPE	305.00	OFFICE SUPPLIES	101.104.232		Johnson		309 00005
PAYPAL EBAY INC	MONITOR	4.62	OFFICE SUPPLIES	601.601.232		Johnson		309 00320
PAYPAL EBAY NES SALES	COMPUTER MONITORS	523.22	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		309 00131
PAYPAL EPCINCLASVE	MONITOR	86.31	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		309 00178
PAYPAL SOUTHDAKOTA	REGISTRATION: ARSON	300.00	LEARNING	101.114.264		Kurtenbach		309 00146
PAYPAL TRIELECTRON	CHARGERS	76.00	REP. & MAINT. - EQUIPMEN	101.114.221		Kurtenbach		309 00387
PAYPAL VIPOUTLET	MONITORS - HOUSING	167.66	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		309 00177
	MONITOR	71.07	OFFICE SUPPLIES	601.601.232		Johnson		309 00322
		238.73	*VENDOR TOTAL					
PHILLIPS 66 - WEST FOR	TRAVEL EXPENSE	59.05	TRAVEL EXPENSE	201.201.263		Kortan		309 00116

Credit Card Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PIONEER COUNTRY MART TRAVEL EXPENSE	32.00	TRAVEL EXPENSE	201.201.263		McHenry		309 00338
PIZZA HUT 277400027748 MEETING EXPENSE	23.37	CONFERENCE & MEETINGS	201.201.265		Kortan		309 00115
QDOBA 2678 TRAINING EXPENSE	10.64	TRAVEL EXPENSE	101.111.263		Erickson		309 00422
QUILL CORPORATION OFFICE SUPPLIES	54.10	OFFICE SUPPLIES	101.104.232		Clough		309 00409
OFFICE SUPPLIES	13.75	OFFICE SUPPLIES	101.104.232		Clough		309 00410
	67.85	*VENDOR TOTAL					
RED CROSS TRNG & PROD SCHOOLS	37.00	LEARNING	203.203.264		Wattier		309 00008
RED ROCK RESTAURANT & TRAVEL EXPENSE	44.78	TRAVEL EXPENSE	203.203.263		McHenry		309 00400
REDROSSA ITALIAN GRILL TRAINING EXPENSE	9.53	TRAVEL EXPENSE	101.111.263		Harris		309 00411
RIVERSIDE HYDRAULICS, O-RINGS	10.15	GARAGE PARTS	801.801.249		Jensen		309 00017
HOSE AND ENDS	125.42	GARAGE PARTS	801.801.249		Jensen		309 00093
HOSE AND FITTINGS	43.92	GARAGE PARTS	801.801.249		Kulhavy		309 00160
HOSE AND ENDS	52.14	GARAGE PARTS	801.801.249		Kulhavy		309 00433
	231.63	*VENDOR TOTAL					
ROYAL SPORT SHOP SPONSORSHIP PLAQUES	89.52	REP. & MAINT. - BUILDING	201.201.223		Larson		309 00201
RUSHMORE PLAZA HOLIDAY TRAVEL EXPENSE	350.61	TRAVEL EXPENSE	201.201.263		McHenry		309 00334
TRAVEL EXPENSE	350.61	TRAVEL EXPENSE	203.203.263		McHenry		309 00335
TRAVEL EXPENSE	350.61	TRAVEL EXPENSE	203.203.263		McHenry		309 00336
	1,051.83	*VENDOR TOTAL					
SAMSCLUB #6432 REC SUPPLIES	8.54	RECREATION SUPPLIES	203.203.242		McHenry		309 00440
SEARS HOMETOWN 3278 RATCHET	9.52	SMALL TOOLS & HARDWARE	101.114.247		Nickles		309 00218
SHELL OIL 57444718506 TRAVEL EXPENSE	38.47	TRAVEL EXPENSE	101.142.263		Lippert		309 00446
SHERWIN WILLIAMS 70301 SERTOMA FOOTBALL FIELD	319.92	REP. & MAINT. - BUILDING	201.201.223		McHenry		309 00425

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SHUR-CO OUTLETSERVICE	TARP PARTS REPLACEMENT	265.72	GARAGE PARTS	801.801.249		Jensen		309 00262
	TARP RATCHETS	159.42	GARAGE PARTS	801.801.249		Kulhavy		309 00107
		425.14	*VENDOR TOTAL					
SIRCHIE FINGER PRINT L	EVIDENCE BAGS	137.61	MEDICAL & SAFETY SUPPLIE	101.111.243		Larson		309 00071
SLIDERS BAR & GRILL	TRAINING EXPENSE	15.25	TRAVEL EXPENSE	101.111.263		Erickson		309 00404
SOUTH DAKOTA HISTORICA	POSTAGE	5.00	POSTAGE	101.142.231		Dobrovolny		309 00241
	BOOKS	87.84	BOOKS	101.142.340		Dobrovolny		309 00242
		92.84	*VENDOR TOTAL					
SP DARECATALOG	DARE SHIRTS	1,859.24	PUBLIC EDUCATION EXPENDI	101.111.251		Foote		309 00278
STURDEVANTS-YANKTON #1	MOWER REPAIRS	40.48	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		309 00295
SUBWAY 00108795	TRAINING EXPENSE	8.27	TRAVEL EXPENSE	101.111.263		Harris		309 00228
SUNOCO 0672922200 QPS	FUEL	44.40	TRAVEL EXPENSE	101.111.263		Brandt		309 00313
TABOR LUMBER COOPERATI	CHEMICALS	2,355.60	CHEMICALS & GASES	204.204.240		Delozier		309 00124
TESSMAN COMPANY SIOUX	CHEMICALS	2,653.00	CHEMICALS & GASES	201.201.240		Wampol		309 00260
	CHEMICALS	2,873.80	CHEMICALS & GASES	201.201.240		Wampol		309 00423
		5,526.80	*VENDOR TOTAL					
THE COVERED WAGON CAFE	TRAVEL EXPENSE	43.24	TRAVEL EXPENSE	201.201.263		McHenry		309 00347
THE UPS STORE #6716	SHIPPING SAMPLES	13.16	POSTAGE	601.601.231		Fischer		309 00319
	POSTAGE	11.26	POSTAGE	101.111.231		Foote		309 00128
	WET TEST SHIPPING	392.34	PROFESSIONAL SERVICES	611.611.202		Hanson		309 00428
		416.76	*VENDOR TOTAL					
TMA YANKTON	TRUCK REPAIRS	264.00	REP. & MAINT. -VEHICLES	204.204.222		Delozier		309 00364
	EQUIPMENT REPAIRS	697.50	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		309 00397
	FRONT END ALIGNMENT	20.60	GARAGE PARTS	801.801.249		Kulhavy		309 00193
	SENSOR, FOUR WHEEL ALIGN	133.85	GARAGE PARTS	801.801.249		Kulhavy		309 00243
	TIRES	506.84	GARAGE PARTS	801.801.249		Kulhavy		309 00344

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TMA YANKTON								
	TIRES	2,149.84	GARAGE PARTS	801.801.249		Robb		309 00092
	TIRE REPAIR	74.68	GARAGE PARTS	801.801.249		Robb		309 00094
	TIRES	1,211.34	GARAGE PARTS	801.801.249		Robb		309 00142
	TIRES	1,980.00	GARAGE PARTS	801.801.249		Robb		309 00405
	MOUNTING TIRES	51.50	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		309 00040
	KUBOTA TIRES	473.00	REP. & MAINT. -VEHICLES	101.127.222		Ryken		309 00361
		7,563.15	*VENDOR TOTAL					
TRK HOSTING								
	INTERNET ACCESS	7.95	INTERNET ACCESS	101.105.270		Johnson		309 00279
TRUCK TRAILER SALES &								
	FILTERS	52.46	GARAGE PARTS	801.801.249		Jensen		309 00356
	HOSE	20.00	GARAGE PARTS	801.801.249		Kulhavy		309 00108
	CABLE	20.20	GARAGE PARTS	801.801.249		Kulhavy		309 00149
	LANDING GEAR, BUSHING	563.14	GARAGE PARTS	801.801.249		Kulhavy		309 00192
		655.80	*VENDOR TOTAL					
UNITED LABORATORIES IN								
	LIFT STATION TREATMENT	328.56	CHEMICALS & GASES	611.611.240		Hanson		309 00057
USA BLUE BOOK								
	CURB BOX LIDS	440.25	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		309 00158
USPS PO 4698100078								
	POSTAGE	25.74	POSTAGE	101.111.231		Larson		309 00118
	POSTAGE	9.96	POSTAGE	101.111.231		Larson		309 00333
	POSTAGE	40.50	POSTAGE	101.111.231		O'Farrell		309 00020
		76.20	*VENDOR TOTAL					
VCN YANKTONRODCTR								
	REGISTER OF DEEDS RECORD	64.50	PUBLISHING	101.106.211		Bies		309 00021
VIDDLER INC								
	VIDEO HOSTING	41.04	PROFESSIONAL SERVICES	101.101.202		Johnson		309 00224
VOGT S FINE CLEANERS								
	PATCHES	70.00	UNIFORMS	101.111.244		Larson		309 00261
VWR INTERNATIONAL INC								
	SULFURIC ACID	359.10	MEDICAL, SAFETY, & LAB. S	611.611.243		Dewald		309 00121
	ALNOCHROMIX CLEANER	110.20	MEDICAL, SAFETY, & LAB. S	611.611.243		Dewald		309 00173
	PH STORAGE SOLUTION	234.33	MEDICAL, SAFETY, & LAB. S	611.611.243		Dewald		309 00211
	LABORATORY SUPPLIES	832.43	MEDICAL, SAFETY, & LAB. S	611.611.243		Dewald		309 00212
	POLYSEED	432.12	MEDICAL, SAFETY, & LAB. S	611.611.243		Dewald		309 00213
		1,968.18	*VENDOR TOTAL					
VZWRLLSS MY VZ VB P								
	INTERNET ACCESS	736.35	INTERNET ACCESS	101.105.270		Johnson		309 00367
	INTERNET ACCESS	80.01	INTERNET ACCESS	101.105.270		Johnson		309 00368

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
VZWRLSS MY VZ VB P								
	INTERNET ACCESS	80.02	TELEPHONE	101.114.271		Johnson		309 00369
	INTERNET ACCESS	0.01	INTERNET ACCESS	101.105.270		Johnson		309 00370
		896.39	*VENDOR TOTAL					
WAL-MART #1483								
	DOC WORK PROGRAM	25.58	REP. & MAINT. - BUILDING	621.621.223		Bornitz		309 00363
	RESTROOM SUPPLIES	30.61	JANITORIAL SUPPLIES	601.601.236		Chytka		309 00207
	OFFICE SUPPLIES	28.34	OFFICE SUPPLIES	101.106.232		Goeden		309 00365
	OFFICE SUPPLIES	7.96	OFFICE SUPPLIES	201.201.232		Lacroix		309 00043
	BATTERIES	16.24	OFFICE SUPPLIES	101.111.232		Parker		309 00403
	DRY ERASE MARKERS	8.94	OFFICE SUPPLIES	101.123.232		Robb		309 00285
	LABEL MAKER	3.96	OFFICE SUPPLIES	601.601.232		Robinson		309 00151
	WHITE BOARD	44.10	OFFICE SUPPLIES	601.601.232		Robinson		309 00395
	JANITORIAL SUPPLIES	23.35	JANITORIAL SUPPLIES	203.203.236		Wattier		309 00009
	OFFICE SUPPLIES	7.94	OFFICE SUPPLIES	203.203.232		Wattier		309 00010
	FRUIT FRIDAYS	21.32	RECREATION SUPPLIES	203.203.242		Wattier		309 00011
	OFFICE SUPPLIES	19.11	OFFICE SUPPLIES	203.203.232		Wattier		309 00085
	FRUIT FRIDAY	35.63	RECREATION SUPPLIES	203.203.242		Wattier		309 00119
	CLEANING SUPPLIES	17.91	JANITORIAL SUPPLIES	203.203.236		Wattier		309 00120
	FRUIT FRIDAY	39.58	RECREATION SUPPLIES	203.203.242		Wattier		309 00229
		330.57	*VENDOR TOTAL					
WM SUPERCENTER #1483								
	HEALTH FAIR SUPPLIES	79.70	CONFERENCE & MEETINGS	101.102.265		Bailey		309 00277
	DOC WORK PROGRAM	31.95	REP. & MAINT. - BUILDING	621.621.223		Bornitz		309 00079
	DVDS	102.84	AV - CAPITAL	101.142.342		Dobrovolny		309 00251
	JANITORIAL SUPPLIES	24.18	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		309 00252
	PROGRAM SUPPLIES	46.56	PROGRAM SUPPLIES	101.142.242		Dobrovolny		309 00253
	ADULT CRAFT PROGRAM	5.00	RECREATION SUPPLIES	701.701.242		Dobrovolny		309 00254
	OFFICE SUPPLIES	13.21	OFFICE SUPPLIES	101.111.232		Larson		309 00167
	DVDS	60.84	AV - CAPITAL	101.142.342		Lippert		309 00379
	PROGRAM SUPPLIES	20.35	PROGRAM SUPPLIES	101.142.242		Lippert		309 00380
	OFFICE SUPPLIES	24.82	OFFICE SUPPLIES	101.142.232		Lippert		309 00381
	ADULT CRAFT PROGRAM	19.48	RECREATION SUPPLIES	701.701.242		Lippert		309 00382
	OFFICE SUPPLIES	32.53	OFFICE SUPPLIES	201.201.232		McHenry		309 00144
	CHAIR REPAIR	2.27	REP. & MAINT. - BUILDING	101.125.223		Miles		309 00070
	FRUIT FRIDAY	22.55	RECREATION SUPPLIES	203.203.242		Orr		309 00348
	DVDS	39.92	AV - CAPITAL	101.142.342		Raiche		309 00048
	PROGRAM SUPPLIES	25.35	PROGRAM SUPPLIES	101.142.242		Raiche		309 00049
	BOOK	19.58	BOOKS	101.142.340		Raiche		309 00136
	OFFICE SUPPLIES	2.16	OFFICE SUPPLIES	101.142.232		Raiche		309 00137
	PROGRAM SUPPLIES	9.38	PROGRAM SUPPLIES	101.142.242		Raiche		309 00138
	CREDIT	8.98CR	OFFICE SUPPLIES	203.203.232		Wattier		309 00084
		573.69	*VENDOR TOTAL					
WORKPLACEPRO								
	JACKETS	184.89	RECREATION SUPPLIES	701.701.242		Schmidt		309 00015

Credit Card Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
X-TREME CAR WASH K9 CARE	12.00	K-9 UNIT MEDICAL CARE	101.111.246		Pekarek		309 00078
YANKTON AR YANKTON AR CHAMBER MEETING	8.00	CONFERENCE & MEETINGS	101.106.265		Goeden		309 00041
YANKTON AREA CHAMBER O COMMUNITY MEETING	40.00	CONFERENCE & MEETINGS	101.111.265		Foote		309 00321
STATE OF THE COMMUNITY	20.00	CONFERENCE & MEETINGS	201.201.265		Larson		309 00190
	60.00	*VENDOR TOTAL					
YANKTON WINNELSON CO GLASS INSULATION	14.35	REP. & MAINT. - BUILDING	101.125.223		Miles		309 00208
RETURN - FACET	218.40CR	REP. & MAINT. - BUILDING	101.141.223		Miles		309 00264
	204.05CR	*VENDOR TOTAL					
YANKTONMEDIAINC NOTICE TO BID	73.39	BUILDINGS & STRUCTURES	202.202.320		Bailey		309 00327
YKT JANITORIAL & DT SC TRASH CAN LINERS	89.50	JANITORIAL SUPPLIES	101.141.236		Miles		309 00054
JANITORIAL SUPPLIES	354.04	JANITORIAL SUPPLIES	101.125.236		Miles		309 00187
JANITORIAL SUPPLIES	74.50	JANITORIAL SUPPLIES	101.141.236		Miles		309 00188
JANITORIAL SUPPLIES	132.00	JANITORIAL SUPPLIES	101.127.236		Ryken		309 00419
	650.04	*VENDOR TOTAL					
230 HARDEES MITCHELL TRAVEL EXPENSE	9.99	TRAVEL EXPENSE	101.111.263		Erickson		309 00332
240 HARDEES BROOKINGS 2019 SDPA	11.27	CONFERENCE & MEETINGS	101.106.265		Mingo		309 00105
5GUYS 1618 QSR TRAINING EXPENSE	25.53	LEARNING	101.114.264		Nickles		309 00081

Credit Card Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	82,364.43							

RECORDS PRINTED - 000456

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	23,178.95
201	PARKS AND RECREATION	20,146.38
202	PARK IMPROVEMENT	73.39
203	SUMMIT ACTIVITY CENTER	2,667.87
204	MARNE CREEK	3,399.91
208	911/DISPATCH	5,188.94
211	LODGING SALES TAX	149.52
601	WATER OPERATION	4,917.35
602	WATER RENEWAL/REPLACEMENT	1,763.32
611	WASTE WATER OPERATION	7,715.91
621	CEMETERY OPERATION	794.89
637	JOINT POWER	273.33
641	GOLF COURSE	1,920.00
701	LIBRARY TRUST	410.04
801	CENTRAL GARAGE	9,764.63
TOTAL ALL FUNDS		82,364.43

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	82,364.43
TOTAL ALL BANKS		82,364.43

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

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



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 54, NUMBER 21

Commission Information Memorandum

The Yankton City Commission meeting on Tuesday, November 12, 2019, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Community & Economic Department Update

Staff continues to support efforts to prepare for the 2020 Census. In cooperation with Information Services, New Construction Program GIS data was submitted to the Census Bureau. Our technology and staffing upgrades over the past several years enable us to provide more accurate information to the Census Bureau in a format that they can easily include in their systems. They will use this information to make sure that residents in newly constructed apartments and single family homes receive information to participate. In addition, the Complete Count Committee is beginning efforts to organize and plan a program of activities to encourage Census participation in the community. A full and accurate count of residents is critical for both governmental and economic development efforts. Census demographic and population data is used in grant applications and by private sector employers and retailers when making siting and expansion decisions.

2) Police Department Update

Chief Harris and Sgt. Murguia attended the International Chiefs of Police Convention in Chicago. They had a good conference attending several classes and brought back a lot of valuable information.

The Police Department handed out approximately 1000 Glow Sticks for Halloween to children in Yankton.

Officer Brooke Jackson traveled to Pierre to assist Law Enforcement Training with Defensive Tactics at the Academy.

Officer Frey and Officer Boetger attended Automated External Defibrillator training at the NFAA. This is put on by the Helmsley Charitable Trust initiative. By attend this training we will be eligible to receive at least one new AED.

Officer Buechler is back in Yankton after being deployed with the National Guard. Officer Buechler will be taking time off for some rest and relaxation and will start back at work on December 2nd.

3) Parks and Recreation Department Update

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

4) Human Resources Department Update

We still have open positions and applications are coming in. We received three internal applications for the Public Works Manager Assistant position. Those applications are being reviewed by Adam

Haberman and Corey Potts and interviews will be scheduled. Applications are still being accepted for: Administrative Intern (closes on November 15); and Deputy Finance Officer (closed on November 12).

5) Library Update

On Thursday, November 14 at 6pm, the library will be hosting a Veterans Living Library event. A “Living Library” means that people are books to allow participants experiences something through someone else’s eyes. This is the second time that we have hosted this kind of event. This year, we will be inviting five different veterans from a variety of military backgrounds to join us and give us a brief presentation about their experiences in the military. We look forward to this moving event and hope to see you there!

In November we are also highlighting some writing events. On Sunday, November 3, the Friends of the Library hosted an event for local authors to sell their books and meet interested readers. The authors thoroughly enjoyed this event and would like to do it again next year! November is also National Novel Writing Month (NaNoWriMo to some), in which participants are challenged to write 50,000 words of a novel in 30 days. The library is an official NaNoWriMo site this year and has offered two dates (Nov 2 and Nov 17 from 1-5pm) for those that are interested to come use our Meeting Room as a quiet, creative space to write.

6) Finance Department Update

The City received its insurance renewal from the SDML Workers Compensation Fund for 2020. There has been a 11.4% increase in rates over 2019. City staff are reviewing the City’s claims history to look at measures to control costs in the future.

Utility rate increases took effect November 1. Notices of the utility rate change, recycling calendar and holiday collection schedule postcard will be included with customers’ utility bills and will be mailed out on November 19. This is a once a year special mailing that utilizes a custom utility envelope to include the utility bill postcard along with the inserts mentioned above.

Finance has also explored options on how we can upgrade our utility billing process due to aging equipment and changes in technology. We have looked at a number of options including the purchase of new replacement equipment as well as outsourcing the mailing process. In reviewing our options, it has been determined that the cost of buying new equipment would be very expensive. The option to outsource the billing process would offer the City a number of positive features while being cost effective at the same time. This would also allow us to upgrade from a postcard to an 8 ½” x 11” utility bill mailed in an envelope along with a return envelope as needed. It would also give us the option for additional notices to be sent along with the bill up to 3 oz. total at no extra charge in any given month. This would be very beneficial for such things as tree trimming notices, Water Department THM notices, etc. Finance has looked at a number of outsourcing companies and has determined that a partnership with Third Millennium Associates (TMA) of Warrenville, IL would be a good fit for the City. TMA currently handles numerous utility mailings for other municipalities throughout the central plains states and has come highly recommended by those cities who use the same financial and utility software as the City of Yankton. We will be moving forward in the coming weeks to secure an agreement with TMA and begin the outsourcing process. The new billing process should be in place by January 2020.

7) Public Works Department Update

Street Department crews have been preparing for winter maintenance operations, filling potholes, and crack filling on asphalt streets throughout the community.

21st Street Reconstruction and Water Main

The final pay estimate is included in the packet for commission consideration.

Pavement Replacement – Meridian District

Along 3rd Street and throughout the downtown area, there are old tree pits and various sidewalk locations, that need to have concrete installed/replaced. Quotes for the work were due on November 4th. Once the quotes have been processed and a contract is in place, work will begin.

Pearl Street Water

The final pavement for the project was placed on October 31st. The contractor is in the process of sawing and sealing joints. It is expected that the road would be back open to traffic by November 8th.

2020 Projects

The Engineering Department is finishing the surveying required for next year's projects. All but one project has been done, so we are confident that this will be completed prior to inclement weather.

8) Environmental Services Department Update

Staff has completed soil sampling for the biosolids application. The contractor is scheduled to complete the application by Nov. 11th. The contractor did run into some issues with the solids holding lagoons starting to freeze over.

The wastewater plant experienced a sludge heater failure. The fire tubes in one of the three the digester sludge boilers had to be removed and replaced. This is the second time the fire tubes have been replaced. Staff has been seeing an increased maintenance cost related to the boilers.

The water department staff completed the annual fire hydrant flushing and inspection. The distribution staff are repairing hydrants that were in need of maintenance following the inspection. Staff is also beginning to flag hydrants to help identify hydrants during the winter.

The water plant continues to work through startup of the new water plant. It is critical that the filter process before the reverse osmosis membranes operates as designed to prevent fouling of the membranes. HDR is working with staff to address any potential issues that may occur and to make sure the filters are producing a product that consistently meets the design parameters. Once staff is confident they can consistently meet those parameters the contractor will complete the startup of the reverse osmosis membranes.

9) Information Services Department Update

Roughly every three years the City has captured new aerial imagery. The imagery is used for project design, planning, economic development, flood recovery, utilities and various other projects. The City and County have been partnering on the project during the past few image capture contracts. The City and County have recently executed a new agreement with EagleView (formerly Pictometry) for a 2020 aerial imagery flight. The flight will be of similar scope and product as previous aerial imagery capture. Both orthogonal and oblique images will be captured. Higher resolution for the City and the higher density areas around the City and a slightly lower resolution for the lower density development areas. The flight cost will be \$89,264.75 with the City responsible for \$28,147.75. The contract requires a down payment and the balance to be paid in three installments. A copy of the new contract is attached.

10) Monthly reports

Building and Yankton Police Department monthly reports are included for your review. Minutes from the Planning Commission and Parks Advisory Board are also included.

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 Tuesday, please inform my office.

Sincerely,

Amy Leon
City Manager

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

2nd half of October information:

Fitness Classes-	
Early Bird Boot Camp class	43 participants
Power Abs	73 participants
Prime Time Senior class	109 participants
Tabata class	88 participants
Water aerobics	207 participants
Work-Out Express class	71 participants
Yoga classes	62 participants
Zumba class	37 participants
Rentals-	
o Birthday rentals-	11 parties
o SAC courts-	11 hours
o Theater-	0 hours
o Meeting rooms-	15.5 hours
o City Hall courts-	11.5 hours
o Capital Building-	2 dates
o Riverside shelters-	0 rentals
o Memorial shelters-	0 rentals
o Westside shelter-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge-	0 rental
SAC members-	1,976 people
SAC memberships-	1063
SAC attendance-	2,751 visits (does not include GreatLIFE attendees)
New members-	51 people

Thursday, October 17- Fall Swim Lessons concluded. 63 participants.

Brittany LaCroix is working on Holiday Festival of Lights for Thursday night, December 5. The theme for 2019 will be "Christmas Carols."

PARKS

Brian Frick and Chris Bornitz are working in Fantle Memorial Park to install two artificial turf bocce ball courts. The City is receiving funds from a private citizen to add this amenity to the park.

Lisa Kortan is working with Matt Drake at Fox Run Golf Course to determine which ash trees will be removed this winter. There are approximately 100 ash trees on the course. About 20 trees per year will be removed over the next five years. Planting of new trees will accompany these efforts so some of the trees that are removed will be replaced.

Thanks to the Street Department for placing the Lewis and Clark statue at the water plant. Todd will order a plaque for the statue recognizing the donation to the City.

The parks staff have started placing the holiday snowflakes, holiday banners, and the garland with bows along Broadway.

The hedge on the NE corner of Fantle Memorial Park was removed to some die back and volunteer weeds/thistles that were growing into the hedge. New plantings will be done in the area in 2020.

P&R Department CIM

Page 1 of 1

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
CITY OF YANKTON, SD AND YANKTON COUNTY, SD (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
416 Walnut St	25 Methodist Hill Drive
Yankton, SD 57078	Rochester, NY 14623
Attn: Duane Johnson, GIS Coordinator	Attn: General Counsel
Phone: (605) 668-5249	Phone: (585) 486-0093 Fax: (585) 486-0098

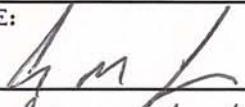
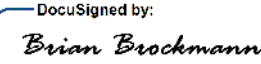
Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

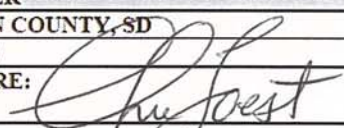
4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
CITY OF YANKTON, SD	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Amy M Leon	NAME: Brian Brockmann
TITLE: City Manager	TITLE: Corporate Vice President
DATE: 09/24/19	EXECUTION DATE: 9/27/2019
	DATE OF RECEIPT (EFFECTIVE DATE): 9/27/2019

CUSTOMER
YANKTON COUNTY, SD
(entity type)
SIGNATURE: 
NAME: Cheri Loest
TITLE: Vice Chair
DATE: 2019 Sep 20

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C11431090

BILL TO
Yankton County, SD
Lori Mackey, Equalization Director
321 West 3rd St
Yankton, SD 57078
(605) 260-4485
lori@co.yankton.sd.us

SHIP TO
City of Yankton, SD
Duane Johnson, GIS Coordinator
416 Walnut St
Yankton, SD 57078
(605) 668-5249
djohnson@cityofyankton.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A116187	rpoos	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
557	IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector	Product includes: 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$125.00	\$67.50 (46% - Long Term Incentive Discount)	\$37,597.50
37	AccuPLUS 3in - PICT DTM - Per Sector	Product includes: 3-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 3-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Ortho-mosaic accuracy: 1.00 ft. RMSE (X or Y); 2.45 ft NSSDA 95%; meets or exceeds NMAS & ASPRS Class 1 at 1"=100'. Refer to attached terms and conditions. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$895.00	\$760.75 (15% - Long Term Incentive Discount)	\$28,147.75
51	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$382.50 (15% - Long Term Incentive Discount)	\$19,507.50
557	Tiles - Standard (Community 6in GSD; JPG format) Per Sector	Available with corresponding imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50%)	\$2,785.00
51	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$510.00
557	Mosaic - Area Wide (6in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.50 (50%)	\$278.50
469	Mosaic - Area Wide (6in GSD; ECW format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of ECW area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.50 (50%)	\$234.50

51	Mosaic - Area Wide (3in GSD; ECW format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of ECW area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$102.00
51	Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$102.00
37	AccuPLUS - Additional Dataset in Second Projection or Tiling Schema	Available with qualifying AccuPlus purchase. Additional Copy of tiled imagery reprojected to specified coordinate system or tiling schema. Projected deliverables include GeoTIFFs, ECW Mosaics, and Metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
51	Tiles - Additional Dataset in Second Projection or Tiling Schema	Available with qualifying Tiles purchase. Additional Copy of tiled imagery reprojected to specified coordinate system or tiling schema. Projected deliverables include GeoTIFFs, ECW Mosaics, and Metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
1	AccuPlus Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
SUBTOTAL - FIRST PROJECT					\$89,264.75

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
557	IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector	Product includes: 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$125.00	\$67.50 (46% - Long Term Incentive Discount)	\$37,597.50
37	AccuPLUS 3in - PICT DTM - Per Sector	Product includes: 3-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 3-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter	\$895.00	\$760.75 (15% - Long Term Incentive Discount)	\$28,147.75

		GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Ortho-mosaic accuracy: 1.00 ft. RMSE (X or Y): 2.45 ft NSSDA 95%; meets or exceeds NMAS & ASPRS Class 1 at 1"=100'. Refer to attached terms and conditions. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
51	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$382.50 (15% - Long Term Incentive Discount)	\$19,507.50
557	Tiles - Standard (Community 6in GSD; JPG format) Per Sector	Available with corresponding imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$5.00 (50%)	\$2,785.00
51	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$510.00
557	Mosaic - Area Wide (6in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.50 (50%)	\$278.50
469	Mosaic - Area Wide (6in GSD; ECW format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of ECW area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.50 (50%)	\$234.50
51	Mosaic - Area Wide (3in GSD; ECW format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of ECW area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$102.00
51	Mosaic - Area Wide (3in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$102.00
37	AccuPLUS - Additional Dataset in Second Projection or Tiling Schema	Available with qualifying AccuPlus purchase. Additional Copy of tiled imagery reprojected to specified coordinate system or tiling schema. Projected deliverables include GeoTIFFs, ECW Mosaics, and Metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXIPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
51	Tiles - Additional Dataset in Second Projection or Tiling Schema	Available with qualifying Tiles purchase. Additional Copy of tiled imagery reprojected to specified coordinate system or tiling schema. Projected deliverables include GeoTIFFs, ECW Mosaics, and Metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00

1	AccuPlus Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
SUBTOTAL – SECOND PROJECT					\$89,264.75

Thank you for choosing Pictometry as your service provider.	TOTAL	\$178,529.50
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement (“Fees”) are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys’ fees and court costs.

FIRST PROJECT

Due on or before December 31, 2019	\$7,438.72
Due at Initial Shipment of Imagery	\$22,316.19
Due at First Anniversary of Shipment of Imagery	\$29,754.92
Due at Second Anniversary of Shipment of Imagery	\$29,754.92
Total Payments	\$89,264.75

SECOND PROJECT

Due at Initial Shipment of Imagery	\$29,754.91
Due at First Anniversary of Shipment of Imagery	\$29,754.92
Due at Second Anniversary of Shipment of Imagery	\$29,754.92
Total Payments	\$89,264.75

PRODUCT PARAMETERS

FIRST PROJECT

ACCUPLUS IMAGERY

Product:	AccuPLUS 3in - PICT DTM - Per Sector
Coverage Area Format:	Shapefile
Leaf:	Leaf Off: Less than 30% leaf cover

Product:	AccuPLUS - Additional Dataset in Second Projection or Tiling Schema
Coverage Area Format:	Shapefile
Leaf:	Leaf Off: Less than 30% leaf cover

IMAGERY

Product: IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

SECOND PROJECT**ACCUPLUS IMAGERY**

Product: AccuPLUS 3in - PICT DTM - Per Sector
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

Product: AccuPLUS - Additional Dataset in Second Projection or Tiling Schema
Coverage Area Format: Shapefile
Leaf: Leaf Off: Less than 30% leaf cover

IMAGERY

Product: IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project. Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. Disaster Coverage Imagery at No Additional Charge – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane:** areas affected by hurricanes of Category 2 and higher.
- Tornado:** areas affected by tornados rated EF4 and higher.
- Terrorist:** areas affected by damage from terrorist attack.
- Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B**LICENSE TERMS****PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
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- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY SOFTWARE
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4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

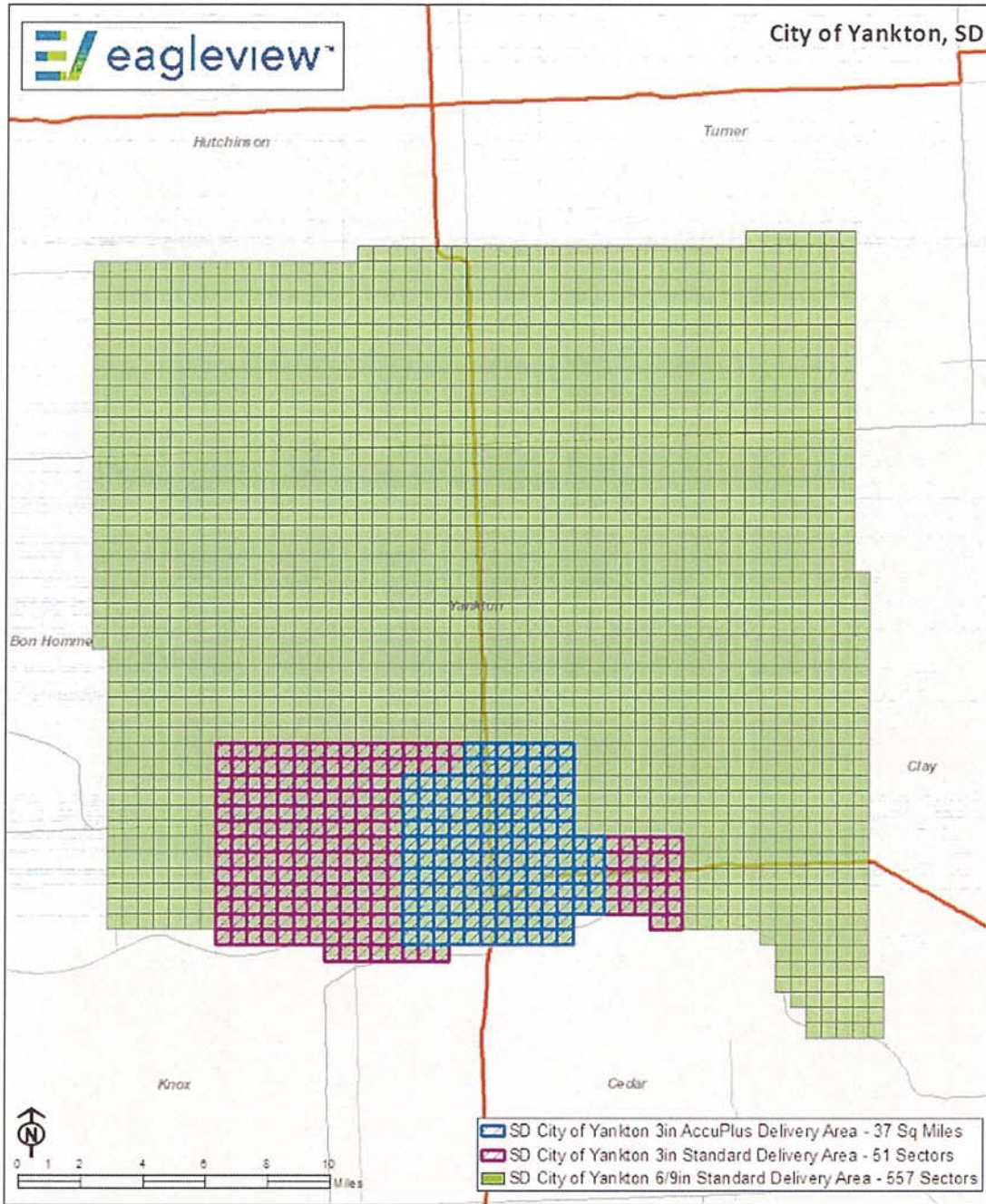
1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of South Dakota, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of South Dakota in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
 - b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

[END OF NON-STANDARD TERMS AND CONDITIONS]

MAP(S)



City of Yankton Building Report

Permits Issued in the month of October, 2019

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
10/01/2019	BLDG-19-0268	STEFFEN, MARVIN F 305 NORTHERN AVE	Windows	\$2,000.00	Walsh Construction 1107 East 19th Street YANKTON, SD 57078	\$20.00
10/02/2019	BLDG-19-0269	COTTON, JEFFREY D 2604 PINE ST	Single Family Home - Alteration/Repair	\$110,000.00	Larson, Jason 101 Quarry Pines Ln YANKTON, SD 57078	\$352.00
10/02/2019	BLDG-19-0270	CHRIST EPISCOPAL CHURCH 517 DOUGLAS AVE	Commercial - Alteration/Repair	\$10,000.00	LUKEN CONSTRUCTION LLC 605 DOUGLAS AVE YANKTON, SD 57078	\$64.50
10/03/2019	BLDG-19-0271	ANDERSEN, LEO B TRUST 1415 BURLEIGH ST	Windows	\$9,180.00	Your Home Improvement 23823 67TH AVENUE SAINT CLOUD, MN 56301	\$20.00
10/04/2019	BLDG-19-0272	BREECE, KIM M 1307 NATIONAL ST	Single Family Home - Accessory Structure	\$200.00	BREECE, KIM M PO BOX 123 DOWNEY, CA 90241	\$10.00
10/04/2019	BLDG-19-0273	MADISON, JAMES 1712 CEDAR ST	Windows	\$6,245.73	MADISON, JAMES 1712 CEDAR ST YANKTON, SD 57078	\$20.00
10/04/2019	BLDG-19-0274	CAMPBELL, RAYMOND 1508 CAPITOL ST	Roofing	\$9,900.00	Wood's Roofing 4788 US HWY 18 CANTON, SD 57013	\$20.00
10/07/2019	BLDG-19-0275	LARRY'S RENTALS LLP 811 PICOTTE ST	Multi Family Home - New	\$240,000.00	LARRY'S RENTAL LLP 920 BROADWAY AVE YANKTON, SD 57078	\$547.00
10/07/2019	BLDG-19-0276	OLSON, LARRY 920 BROADWAY AVE	Commercial - Alteration/Repair	\$20,000.00	OLSON, LARRY 1410 BRIDGEVIEW CIR YANKTON, SD 57078	\$104.50
10/07/2019	BLDG-19-0277	NICKLES, MARK A 613 EAST 17 ST	Single Family Home - Alteration/Repair	\$3,500.00	BENDER, SHANE TYNDALL TYNDALL, SD 57066	\$40.50
10/07/2019	BLDG-19-0278	HUBBS, CHRISTOPHER E 2808 LAKEVIEW DR	Single Family Home - Addition	\$4,000.00	HUBBS, CHRISTOPHER E 107 EAST 9 ST YANKTON, SD 57078	\$40.50
10/11/2019	BLDG-19-0279	HORSESHOE BEND LLC 2836 LYONS LN	Single Family Home - New	\$173,623.20	Lyons Construction LLC 179 Sherwood Dr. Yankton, SD 57078	\$448.00
10/14/2019	BLDG-19-0280	VOID				

October 2019

10/14/2019	BLDG-19-0281	NELSON, J DOUGLAS 106 CEDAR ST	Roofing	\$7,500.00	Clint Schroeder Construction 2003 Whiting Drive YANKTON, SD 57078	\$20.00
10/14/2019	BLDG-19-0282	OLSON, LARRY 2401 BROADWAY AVE	Commercial - Alteration/Repair	\$20,000.00	OLSON, LARRY 1410 BRIDGEVIEW CIR YANKTON, SD 57078	\$104.50
10/15/2019	BLDG-19-0283	SANDERSON, KWEN O 806 EAST 11 ST	Single Family Home - Addition	\$1,500.00	RW Edwards Contracting 131 Stackerl Avenue YANKTON, SD 57078	\$30.00
10/15/2019	BLDG-19-0284	HANSEN, KENNETH 911 EAST 12 ST	Single Family Home - Addition	\$2,160.00	HANSEN, KENNETH 2311 SD HWY 50 YANKTON, SD 57078	\$36.50
10/15/2019	BLDG-19-0285	Nuss, Robert 1504 ASPEN CIR	Extra Territorial Jurisdiction	\$9,139.20	Sandau Construction 510 S. Main St. TRIPP, SD 57376	\$25.00
10/16/2019	BLDG-19-0286	COLFORD, ANTHONY 2504 WYNN WAY	Single Family Home - Alteration/Repair	\$5,000.00	COLFORD, ANTHONY 2504 WYNN WAY YANKTON, SD 57078	\$44.50
10/17/2019	BLDG-19-0287	Bierle, Mary Pat 700 VALLEY RD	Siding	\$10,620.00	Huber Home Improvement 29403 US Hwy. 81 Irene, SD 57037	\$20.00
10/21/2019	BLDG-19-0288	PAJL, JAMES M 1010 WEST 12 ST	Siding	\$25,000.00	HOFER, DAVID J 1009 APRIL LN YANKTON, SD 57078	\$20.00
10/21/2019	BLDG-19-0289	Dakota Drywall 2400 WEST CITY LIMITS RD	Commercial - New	\$150,000.00	Dakota Drywall 221 Deerfield Dr. Yankton, SD 57078	\$412.00
10/29/2019	BLDG-19-0290	LIST CONTRACTING INC 1303 West 27th Street	Single Family Home - New	\$185,409.00	LIST CONTRACTING INC 222 CAPITAL ST YANKTON, SD 57078	\$466.00
10/28/2019	BLDG-19-0291	HANSEN, QUAY F 1509 WALNUT ST	Roofing	\$5,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
10/28/2019	BLDG-19-0292	KABELLA, TROY L 404 WEST 5 ST	Roofing	\$6,250.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
10/28/2019	BLDG-19-0293	McClean, Dustin 612 WEST 10 ST	Roofing	\$6,500.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
10/28/2019	BLDG-19-0294	BENJAMIN, JEFFREY A 201 PINE ST	Roofing	\$49,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
10/28/2019	BLDG-19-0295	WILLCUT, ROGER 2503 BURLEIGH ST	Single Family Home - Addition	\$54,000.00	K Construction PO BOX 519 YANKTON, SD 57078	\$222.00

October 2019

10/28/2019	BLDG-19-0296	DALE, RICHARD 1303 GREEN ST	Single Family Home - Addition	\$13,600.00	K Construction PO BOX 519 YANKTON, SD 57078	\$80.50
10/30/2019	BLDG-19-0297	WILSON TRAILER COMPANY 3602 BROADWAY AVE	Commercial - Addition	\$116,000.00	W.A. KLINGER, LLC 2015 E 7TH ST SIOUX CITY, IA 51102	\$361.00
10/30/2019	BLDG-19-0298	WILLIAMS, JAY H 803 WEST 4 ST	Single Family Home - Alteration/Repair	\$5,000.00	BENDER, FRED 4402 HILLSIDE DR YANKTON, SD 57078	\$44.50
10/30/2019	BLDG-19-0299	KIRBY HOFER CONST CO INC 803 CASTLEWOOD DR	Single Family Home - New	\$212,658.40	KIRBY HOFER CONST CO INC 30992 430 AVE TABOR, SD 57063	\$506.50
10/31/2019	BLDG-19-0300	WIENER, SHIRLEY 1202 TIMBERLAND DR	Extra Territorial Jurisdiction	\$5,000.00	WIENER, SHIRLEY 20478 477 AVE WHITE, SD 57276	\$44.50
10/31/2019	BLDG-19-0301	WIENER, SHIRLEY 1202 TIMBERLAND DR	Extra Territorial Jurisdiction	\$6,500.00	WIENER, SHIRLEY 20478 477 AVE WHITE, SD 57276	\$52.50
10/31/2019	BLDG-19-0302	BAUMAN, KEITH A 1301 GREEN ST	Single Family Home - Accessory Structure	\$3,500.00	BAUMAN, KEITH A 1301 GREEN ST YANKTON, SD 57078	\$40.50
10/31/2019	BLDG-19-0303	SACRED HEART HOSPITAL 501 SUMMIT ST	Commercial - Alteration/Repair	\$25,000.00	SACRED HEART HOSPITAL 501 SUMMIT ST YANKTON, SD 57078	\$124.50

October 2019 Total Valuation: \$1,512,985.53

Total Fees: \$4,422.00

October 2018 Total Valuation: \$284,791.86

2019 to Date Valuation: \$36,714,186.53

2018 to Date Valuation: \$24,660,956.18

October 2019
YPD
Activity Report

	GENERAL SUMMARY			
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
POLICE INCIDENTS	836	886	8482	8504
SHERIFF INCIDENTS	121	145	1675	1548
AMBULANCE CALLS (YPD)	20	28	254	253
FIRE / HAZMAT CALLS	2	2	27	42
FOREIGN AID CALLS	14	27	203	240
ALARMS	23	14	198	162
ANIMAL CALLS/COMPLAINTS	35	74	512	726
ANIMALS CLAIMED OR IMPOUNDED (HHS)	11	13	109	130
ANIMALS DISPOSED	0	0	2	1

	ACCIDENT SUMMARY			
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
STATE REPORTABLE	20	21	151	148
NON REPORTABLE AND HIT & RUN	22	26	272	314
SIGNAL 1 INJURY	2	7	28	43
# PERSONS INJURED	3	5	30	42
FATALITIES	0	0	0	0
PEDESTRIAN ACCIDENT	0	0	1	1

YPD

Citations

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
DUI	7	12	85	108
DRIVING UNDER REVOCATION	5	2	51	52
SUSPENDED, EXPIRED OR UNLICENSED DRIVER	9	10	119	137
CARELESS DRIVING	3	2	15	18
EXHIBITION DRIVING	1	0	10	7
SPEEDING	21	13	138	143
STOP SIGN, RED LIGHT VIOLATION	11	7	44	41
IMPROPER TURNING	0	0	2	12
YIELD RIGHT OF WAY	0	0	8	3
OPEN CONTAINER	1	0	11	15
CONSUMPTION UNDERAGE (18-20 yoa)	0	0	0	0
LIQUOR VIOLATIONS / FURNISHING ALCOHOL TO A MINOR	0	1	0	1
MISDEMEANOR DRUG CITATIONS AND (Poss. Of Drug Paraph.)	20	19	177	135
TOBACCO VIOLATIONS	4	15	40	31
PETTY THEFT	3	4	49	51
INTENTIONAL DAMAGE TO PROPERTY	0	0	8	5
OTHER VIOLATIONS	0	21	182	189
TOTAL TRAFFIC CITATIONS	85	106	939	948

October 2019

YPD

Adult Arrest

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
MURDER	0	0	1	0
RAPE	0	0	1	0
ROBBERY	0	0	0	0
BURGLARY	1	2	6	15
ASSAULT AGGRAVATED	1	0	12	11
ASSAULT SIMPLE	5	2	32	25
CRIMES AGAINST FAMILY / DOMESTIC VIOLENCE	3	0	57	60
DISORDERLY CONDUCT	0	1	10	6
SEXUAL CONTACT/SEX OFFENSES	0	1	4	2
THEFT PETTY	1	3	10	20
THEFT GRAND	1	0	7	3
THEFT AUTO	1	0	5	3
FORGERY & COUNTERFEITING	0	0	2	0
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	0	2	10
NARCOTIC DRUG CHARGES	24	26	266	278
LIQUOR ARRESTS	0	0	4	4
WEAPONS VIOLATION	0	1	3	3
WARRANTS	17	13	174	134
PROTECTIVE CUSTODY	0	0	0	0
ALL OTHER OFFENSES	43	44	425	409
TOTAL ARRESTS	97	93	1021	983

YPD

Juvenile Arrests

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
CURFEW	4	0	46	14
RUNAWAY	4	1	24	21
MIC	4	7	49	48
MURDER	0	0	0	0
RAPE	0	0	0	0
ROBBERY	0	0	0	0
BURGLARY	0	0	0	1
ASSAULT AGGRAVATED	1	0	2	1
ASSAULT SIMPLE	1	3	7	10
CRIMES AGAINST FAMILY/ DOMESTIC VIOLENCE	0	0	2	4
DISORDERLY CONDUCT	5	6	18	7
SEXUAL CONTACT / SEX OFFENSES	0	0	0	3
THEFT PETTY	0	0	2	1
THEFT GRAND	0	0	0	1
THEFT AUTO	0	0	0	0
FORGERY & COUNTERFEITING	0	0	0	0
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	0	0	1
NARCOTIC DRUG CHARGES	2	9	17	36
LIQUOR ARRESTS	0	0	0	0
WEAPONS VIOLATIONS	1	0	3	0
ALL OTHER OFFENSES	3	5	17	28
TOTAL ARRESTS	25	31	187	176

CITY of YANKTON
PLANNING COMMISSION MEETING MINUTES
for
Monday, October 14th, @ 5:30PM

The meeting was called to order at 5:31 PM by Planning Commission Chairman Steve Pier.

ROLL CALL:

Present: Jon Economy, Mike Healy, Bruce Viau, Lynn Peterson, City Commission Liaison Dave Carda, and Chairman Steve Pier.

Unable to attend: Deb Specht, Brad Wenande, Marc Mooney and Warren Erickson.

Chairman Pier called for consideration of the September 9th, 2019 meeting minutes.

19-38 **MINUTES** – September 9th, 2019

MOTION – It was moved by Commissioner Viau and seconded by Commissioner Healy to approve the minutes from September 9th, 2019.

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

MOTION – PASSED

CONSENT ITEMS:

Chairman Pier stated there is a request to establish Tuesday, November 12, 2019 as the date for a public hearing to consider a Conditional Use Permit for an 85-foot-tall radio tower on Lot 1, Block 6, Hoffman’s addition in the City of Yankton, South Dakota. Address 407 W. 11th Street. Becker Enterprises, LLC, owner.

19-39 **MOTION** – It was moved by Commissioner Peterson and seconded by Commissioner Economy to establish Tuesday, November 12, 2019 as the date for a public hearing to consider a Conditional Use Permit for an 85-foot-tall radio tower on Lot 1, Block 6, Hoffman’s addition in the City of Yankton, South Dakota

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

MOTION – PASSED

OLD BUSINESS:

Chairman Pier stated there was no Old Business.

NEW BUSINESS:

Chairman Pier moved on to New Business to discuss the plat review of Lot 1 and 2 of Parcel D, Located in the NW 1/4 of the NW 1/4, Less Highway Lot H-1, Section 18, T93N, R55W of the 5th P.M., City and County of Yankton, South Dakota. Address 920 Broadway Avenue. Larry and Peggy Olson, owners.

Dave Mingo stated the proposed plat would provide for multiple ownerships of the former Slumberland property at 920 Broadway Avenue. The property would be divided along a common wall much the same way as separately owned parcels share walls downtown or in twin homes. It is important for the common wall to meet all structural and fire code requirements.

We have reviewed the off street parking requirement calculations with the owner. Subdividing the property in the described manner will have an impact on the eventual occupancies of the structure. The owner, or future owner's occupancies will all be included in the calculations for parking requirements. The preliminary plans for use of the structures do comply with the requirements.

All adjacent infrastructure is in place so there are no subdivision related public improvements necessary to approve the plat.

Planning Commission members discussed access to 8th Street. The west driveway on the north side is close to the Broadway Avenue intersection.

Staff recommends approval of the proposed plat.

- 19-40 **MOTION** – It was moved by Commissioner Viau and seconded by Commissioner Economy to recommend approval of the plat of Lot 1 and 2 of Parcel D, Located in the NW 1/4 of the NW 1/4, Less Highway Lot H-1, Section 18, T93N, R55W of the 5th P.M., City and County of Yankton, South Dakota. Address 920 Broadway Avenue. Larry and Peggy Olson, owners.
VOTE – Voting “Aye” – all members present. Voting “Nay” – none.

MOTION – PASSED

HEARING SCHEDULE:

October 28th, 2019 The City Commission reviews the plat makes the final decision.

OTHER BUSINESS

Chairman Pier moved on to discuss the September, 2019 Building Permit Report. The total, year to date valuation at the end of the month was \$35,201,201.00, which is higher than this time last year which was \$24,373,164.32.

19-41 **ADJOURNMENT**

MOTION – It was moved by Commissioner Economy and seconded by Commissioner Peterson to adjourn at 5:48 PM.

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

MOTION – PASSED

Respectfully submitted,



Dave Mingo, Secretary



The MISSION of the City of Yankton is to provide exemplary experiences, services & spaces that create opportunities for everyone to learn, engage, and thrive.

MINUTES
YANKTON PARK ADVISORY BOARD
Tuesday, October 7, 2019
CMTEA Building, Community Room, 1200 W. 21st Street – 5:30 PM

I. ROUTINE BUSINESS

Roll Call:

Present: Bryan Schoenfelder, Katelyn Schramm, Darcie Briggs, Dave Spencer, Jason Tellus, and Commissioner Stephanie Moser.

Absent: Elizabeth Healy.

Also present Director of Parks and Recreation Todd Larson, and Parks Secretary Chasity McHenry.

High School Appearances: None.

Public Appearances: None.

Minutes: September 3, 2019 minutes approved. Briggs motioned. Schramm second. Motion passes 5-0.

II. OLD BUSINESS

- A. Riverside Park Christmas Lighting and Decorating program. Update on “Light Up Yankton” committee plan for 2019. 12 of 20 white flower planters sponsored for holiday decorations at \$250/pot. They are going to have a day where they display the Christmas yard art and have the public rent the items to decorate areas around town. What day that will be is not known.
- B. Parks improvement update for 2019.
 - a. Renovation to restroom and concession stand building at Riverside Baseball Stadium so it can be heated for fall and spring use prior to when other facilities have water turned on. Work is under way.
 - b. Bocce Ball Court – donation for two courts. Located south of horse shoe pits in Fantle Memorial Park. Work has begun. The NFAA is going to be putting in two indoor courts also.
- C. The Meridian District and some private funding sources will propose the use of surveillance cameras for the Meridian Bridge and the Meridian Bridge Plaza. Idea will be brought to the City Commission at the October 14 meeting for discussion.
- D. Future of Parks Advisory Board discussion.

The Board should review the by-laws and suggest updates/changes.

- It was suggested that the meetings be every other month. Or have the meeting by email. Time of day should stay the same so the public has the opportunity to attend. The board can contact the Parks and Recreation Department between meetings and



The MISSION of the City of Yankton is to provide exemplary experiences, services & spaces that create opportunities for everyone to learn, engage, and thrive.

information can be sent out through email and action taken based on email responses from the board.

How does the Parks Board engage the public to get more input on specific park topics that we will discuss at meetings or when we are planning projects for the future?

III. NEW BUSINESS

- A. Special Events Application process. Setting a schedule for applications fees. Goal is to get the applications turned in for planning purposes.
- B. General Discussion.
 - There was a complaint about a crabapple tree dropping crabapples on the tennis courts at Fantle Memorial Park. The Parks Department will trim the trees at the tennis courts.

IV. OTHER BUSINESS

- A. Commission information Memorandums (2 CIM attachments).
- B. Next Meeting: Monday, November 4, 2019.

V. ADJOURN

Briggs motioned, Schramm second. Motion carried 5-0.

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events (on-sale) Liquor License for December 10, 2019 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, First Dakota National Bank, 225 Cedar Street, Yankton, SD.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, November 25, 2019 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota
this 12th day of November, 2019.



Al Viereck
FINANCE OFFICER

____ Voice vote

Memorandum #19-231

To: City Manager
From: Finance Officer
Date: November 1, 2019
Subject: Renewal of 2020 Liquor Licenses

We have received the following applications for renewal of Alcoholic Beverage Licenses for the 2020 Licensing period.

RETAIL (ON-SALE) LIQUOR-FULL SERVICE RESTAURANT

Czeckers, Inc., d/b/a Czeckers, Inc., 407 Walnut St.
El Tapatio Family Mexican, Inc., d/b/a El Tapatio Family Mexican, Inc., 2502 Fox Run Pkwy.
Bernard Properties, LLC, d/b/a Riverfront Events Center & Emporium, 121 W. 3rd St.

RETAIL (ON-SALE) LIQUOR

Hanten, Inc., d/b/a Ben's Brewing Company, 222 W. 3rd St.
Black Steer, Inc., d/b/a The Black Steer, 300 E. 3rd St.
Boomer's, Inc., d/b/a Boomer's Lounge, 100 E. 3rd St.
YC Library, LLC, d/b/a Capitol Street Pub, 401 Capitol St.
B.P.O. Elks Lodge 994, 504 W. 27th St.
Hillcrest Golf-Country Club, 2206 Mulberry St.
JoDeans Corp., d/b/a JoDeans, 2809 Broadway Ave.
WR Capital I, LLC, d/b/a Minerva's Grill & Bar, 1607 E. Hwy 50, Suite A
Dayhuff Enterprises, Inc., d/b/a MoJo's Pizza & Spirits, 102-104 E. 3rd St.
Dayhuff Enterprises, Inc., d/b/a O'Malley's Bar, 204 W. 3rd St.
Bernard Properties, LLC, d/b/a The Brewery, 200-204 Walnut St.
Flusswerks, LLC, d/b/a The Landing, 104 Capital St.
Upper Deck, Inc., d/b/a Upper Deck, 311-315 Broadway Ave.
VFW Post 791, 209 Cedar St.
Walnut Tavern, Inc., 100 W. 3rd St.
Yankton Bowl, Inc., 3010 Broadway Ave., & Suite 1
Dayhuff Enterprises, Inc., d/b/a Zebra Club & Cockatoo Bar, 106-112 E. 3rd St.

PACKAGE (OFF-SALE) LIQUOR

Cork 'N Bottle, Inc., d/b/a Cork 'N Bottle, 1500 Broadway Ave.
The Fox Stop, Inc., d/b/a The Fox Stop, 1316 W. 30th St.
Hy-Vee Food Stores, Inc., d/b/a Hy-Vee Wine & Spirits, 2100 N. Broadway Ave.
T C Corner, LLC, d/b/a JR's Oasis, 2404 E. SD Hwy 50
Annis Properties, Inc., d/b/a Patriot Express 02, 100 E. 4th St.
Annis Properties, Inc., d/b/a Prairie Pumper, 909 Broadway Ave.
ZACCON, Inc., d/b/a Roadrunner Convenience Mart, 300 W. 23rd St.
Theresa Wick d/b/a Sportsman's, 901 Broadway Ave.
Wal-Mart Stores, Inc., d/b/a Wal-Mart Store #1483, 3001 Broadway Ave.
Yankton Drug, Inc., d/b/a Yankton Drug Co., 109 W. 3rd St.
Dayhuff Enterprises, Inc., d/b/a Zebra Club & Cockatoo Bar, 106-112 E. 3rd St.

RETAIL (ON-OFF SALE) WINE

ANGELAS LA MEXICANA, LLC, d/b/a ANGELAS LA MEXICANA HISPANIC MARKET, 401 Picotte St.

Charlies Pizza House, Inc., d/b/a Charlie's Pizza House, 804 Summit St.

Cheers Bar & Grill, LLC, d/b/a Cheers Bar & Grill, LLC, 310 Walnut St.

Czeckers, Inc., d/b/a Czeckers Inc., 407 Walnut St.

The Fox Stop, Inc., d/b/a The Fox Stop, 1316 W. 30th St.

SYMS, LLC, d/b/a Holiday Inn Express, PO Box 113

San Jose, Inc., d/b/a Mexico Viejo, 1809 Broadway Ave.

TST, Inc., d/b/a Phinney's Pub & Casino, Yankton Mall

To Be Free, LLC d/b/a RB Beer & Burgers, 2901 Broadway Ave. Suite C

Morgen, LLC, d/b/a South Point Gaming Lounge, 1101 Broadway Ave., Suite 109

Flusswerks, LLC, d/b/a The Landing, 104 Capital St.

Tokyo Japanese Cuisine of Ykt, Inc. d/b/a Tokyo Japanese Cuisine, 2007 Broadway Ave. Ste. J

Wal-Mart Stores, Inc., d/b/a Wal-Mart Store #1483, 3100 Broadway Ave.

Walgreen Co. d/b/a Walgreen #9806, 2020 Broadway Ave.

Willa B's LLC d/b/a Willa B's, 215 West 3rd St.

The above applications are in compliance with the City Code of Ordinances, as checked by the Department of Finance.

A police check has been done on all the above applicants by the Yankton Police Department.

The applicants are in compliance with all Building and Fire Codes.



Al Viereck
Finance Officer

Memorandum #19-230

To: Amy Leon, City Manager
From: Dave Mingo, AICP, Community and Economic Development Director
Subject: Vehicle purchase for the Community and Economic Development Department, Surplus of Older Vehicle
Date: November 1, 2019

The adopted 2020 budget provides funding for the purchase of a departmental fleet travel vehicle for the Community and Economic Development Department. The 2020 Ford Explorer is the State of South Dakota contract vehicle for seven passenger mid-size sport utility vehicles with all-wheel drive.

Currently vehicles available for out of town travel are seven passenger, two-wheel drive minivans. Staff is recommending supplementing the existing vehicles available for travel in winter conditions with an all-wheel drive alternative.

Lewis and Clark Ford of Yankton is unable to match the state contract price with available inventory and manufacturer incentives. The state contract awardee, Lamb Motors of Onida, will honor the state purchase price of \$29,471.00. The budgeted amount for this vehicle purchase is \$30,000.00.

Therefore, it is recommended the vehicle be purchased based on the attached quote. Delivery of the new vehicle will be approximately 90-120 days which puts us in the 2020 budget. The attached surplus resolution for a 2004 Dodge Intrepid with 91,800 miles on it makes room in the fleet for the new vehicle.

Respectfully submitted,

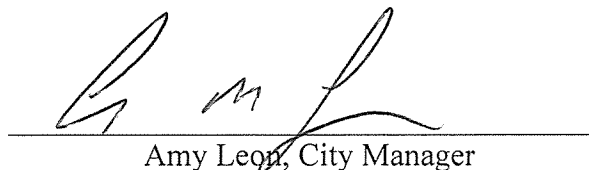


Dave Mingo, AICP
Community & Economic Development Director

Recommendation: It is recommended that the City Commission approve Memorandum #19-230 for the purchase a 2020 Ford Explorer from Lamb Motors of Onida at the state contract price and Resolution #19-64 declaring a 2004 dodge intrepid as surplus.

 X I concur with this recommendation

 I do not concur with this recommendation



Amy Leon, City Manager

 Roll Call

RESOLUTION #19-64

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

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

PROPERTY TO BE SURPLUSED
2004 Dodge Intrepid VIN #2B3HD46R54H582989

Dated this 12th day of November, 2019.

Adopted:

Nathan V. Johnson, Mayor

ATTEST:

Al Viereck, Finance Officer

Attn. Brad Bies
City of Yankton

6. MID-SIZE SUV UTILITY ALL TIME ALL WHEEL DRIVE: 4 DOOR., 7-PASSENGER

Lamb Motors
Ford Explorer
Contract #: 17343

FLEX FUEL OPTION

These are the most ordered colors by the State. Please indicate your manufacturer's color name and any additional costs. Additional paint costs will be added to the base cost of the vehicle for evaluation purposes.

COLOR	MANUFACTURER COLOR NAME	ADDITIONAL COST (if any)
Black	Agate Black	\$0
Gray	Magnetic	\$0
Red	N/A	N/A
Silver	Iconic Silver	\$0

- Engine, 3.3L V6
- 4 Door, Seating Capacity 7- Passengers
- Wheelbase 119.1"
- Cargo Volume 87.8 cubic feet
- Overall Length 198.8"
- Transmission, Automatic, OD
- Power Door Locks
- Brakes – ABS
- Power Windows
- Radio, AM/FM with USB port
- Bluetooth Capability
- Backup Camera
- Deep Tint Rear Windows
- Air Bags, Side Impact
- Air/Heat including rear controls
- Cruise Control/Tilt
- Floor Covering, Carpet
- Floor Mats Front and Rear
- Engine Block Heater
- Mirrors, Electric
- Rear Window Defroster
- Seats, Front, Bucket, Cloth
- Seat, Bench Type Second, Cloth
- Seat, Bench Type 3rd, Cloth
- Wipers, Multiple Speed
- Wiper, Rear Window
- 2 Sets of keys or FOBs w/Remotes
- Spare tire, jack, and accessories
- Factory Freight

Delivery Date 60-120 days

Base Cost \$29116

- Seats, Power Drivers Seat w/Lumbar Support \$100 + 100
- Splash Guards \$255 + 255
- Floor Liners \$150
- Trailer Tow \$810

29471

Memorandum #19-232

To: Amy Leon, City Manager
From: Dave Mingo, Community and Economic Development Director
Subject: Water Meter Fee Annual Adjustment
Date: November 1, 2019

The Finance Department, Environmental Services Department, and Community and Economic Development Department work together when a new property or additional use is connected to water service. Community and Economic Development staff work with the applicants to select the appropriate meter size and issues the water connection permits, while Environmental Services staff distribute the meters and ensure proper recordkeeping. The Finance Department staff collects the permit fees and ensures that the appropriate meter size related charges are collected and a service account is started.

Water meter fees are set by resolution, most recently updated in 2006. The fees were set to recoup only the actual cost of the purchasing the water meters, which Environmental Services staff orders from suppliers as needed. However, the price of meters from the suppliers change on an annual basis, meaning that in most cases the true cost of a water meter is now more than the fee charged to recoup the cost.

Because the costs are fixed by the supplier, staff is recommending in the attached resolution that the fees for water meters be set administratively each year on January 1st to reflect the actual purchase cost. In most instances prices will be expected to rise, but in the case of some size meters, prices actually fell. Regardless of up or down changes in the supply chain pricing, this resolution seeks to pass on only the actual cost to the new customer. The attached resolution would only allow for the administrative adjustment of the fee associated with the water meter itself, and has no impact on other costs or fees.

Respectfully submitted,



Dave Mingo, AICP
 Community and Economic Development Director

Recommendation: It is recommended that the Board of Commissioners adopt Resolution #19-63 which establishes the annual administrative adjustment of water meter fees.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon, City Manager

_____ Roll call

RESOLUTION #19-63

A RESOLUTION TO ESTABLISH THE ANNUAL ADJUSTEMENT OF
WATER METER FEES PROVIDED BY ORDINANCE 427.

WHEREAS, City Ordinance 427, provides that fees charged for connecting to water service be established from time to time by resolution of the City Commission, and

WHEREAS, the present fee rate structure was established in 2006 and is need of revision, and

WHEREAS, the market cost of water meters change from time to time, and

WHEREAS, the fee was established to defray the cost of the City purchasing water meters.

BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota that the following fee schedule be establish pursuant to the above referenced ordinance.

1. The fee for all sizes of water meters shall be based on supplier pricing provided to the City in the fourth quarter of the prior year. Said pricing shall only include the meter, associated radio reader and shipping.
2. The fee shall be administratively updated annually and become effective on January 1st of each year.


Adopted:

Nathan V. Johnson, Mayor

ATTEST:

Al Viereck, Finance Officer

Memorandum No. 19-235

TO: Mayor and City Commissioners
FROM: Amy Leon, City Manager 
RE: Updated Employee Safety Manual
DATE: October 31, 2019

Safety at the City of Yankton is no accident. All employees are committed to safety for themselves in their respective places of work, for their coworkers, and for the public. The City of Yankton has recently been recognized for our efforts in creating a safe work environment for our employees and in our public spaces earning a “Gold Level” safety award at the South Dakota Municipal League’s Safety Awards Luncheon last month.

The City of Yankton’s Safety Committee is comprised of both union and nonunion members including Chairman Adam Haberman, Sue Hanson, Jason Foote, Kristin Yonke, Tom Kurtenbach, Dwayne Schantz, Dylan Gobel, and Brian Frick. The Safety Committee is responsible for making recommendations to improve workplace safety, promote safety training, and review injury claims to mitigate any safety issues associated with workplace injuries.

These employees, along with the City Manager have met regularly for the past six months to update the safety manual. Many changes have been made to make sure our procedures are up to date and clear for employees to understand and follow. While it is impossible to be exhaustive, the committee believes the changes will promote safety and hopefully lead to less workplace injuries. Attached is the updated Safety Manual.

Recommendation: It is recommended that the City Commission approve the updates to the City of Yankton Employee Safety Manual.

RESOLUTION #19-66

WHEREAS, the City of Yankton has been updating its Employee Safety Manual, and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Yankton, South Dakota, that the attached Employee Safety Manual is hereby approved and the City Manager is authorized to implement the provisions of the manual throughout the organization, as applicable.

Adopted:

Nathan V Johnson
Mayor

Attest:

Al Viereck
Finance Officer



**CITY OF YANKTON
EMPLOYEE SAFETY MANUAL**

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INTRODUCTION

This manual has been developed to provide general safety information and guidelines. These guidelines are intended to cover average or routine conditions. It is impractical to cover all situations and emergencies that someone may encounter on the job. The earnest cooperation of the employee is required in seeking assistance in dealing with unsafe conditions and unsafe practices not covered in this manual. Moreover, suggestions that may improve the general safety of City of Yankton employees would be greatly appreciated. In situations where more information is desired, appropriate state and federal regulations may be of help. The guidelines in this manual have been developed to incorporate applicable state, federal and local standards.

Accidents are said to be caused by either unsafe acts or unsafe conditions. Eliminating or minimizing these acts and conditions can prevent the majority of accidents. The Employee Safety Manual was designed to inform you of safety guidelines and procedures you are to follow as a City of Yankton employee. Each department may also have internal rules and procedures, with which you should become familiar and follow. In some cases, departmental rules may be more stringent than the Employee Safety Manual.

Make safety a habit! Before starting any project, consider the hazards to you, someone else, the equipment or the project. On-the-job safety is the responsibility of everyone. Become familiar with the contents of this manual and the proper procedures for operating equipment in your department. Above all, use care and common sense in day-to-day tasks. Safe work places do not just happen. It takes the effort of every employee to assure that safe work practices are followed and safe conditions are maintained. Safety is not just a good idea, it is the way we do business, every one of us. Remember, "My Safety is My Responsibility."

Temporary, part-time, fulltime employees, and elected officials alike are responsible for keeping themselves informed about City of Yankton and departmental safety procedures.

CITY OF YANKTON RISK MANAGEMENT AND LOSS CONTROL GUIDELINES

The City of Yankton is exposed to risks, which may be insured, pooled or retained. We may also control these risks through loss control. The objective of our Risk Management and Loss Control Program is to preserve our assets and revenues. More importantly, the City is dedicated to the protection of our employees, the preservation of our property and prevention of injury to members of the public or damage to their property arising from our operations.

It shall be the policy of the City of Yankton:

1. To identify sources of risk and potential loss to our property, our employees and the general public.
2. To evaluate the potential risks that exist within our operations and activities.
3. To make every effort to control the causes of loss.
4. To correct deficiencies that have been identified by inspection.
5. To monitor potential risks and deficiencies to make sure they have been corrected.
6. To make necessary changes to ensure the risk is being controlled in the most effective way.

The City of Yankton, with the participation of the departments, has a Safety Committee that is concerned with implementing a risk management program. The committee is composed of representatives from the various departments. The responsibilities of the Safety Committee can be found in this manual.

The first component of the risk management program is Yankton's City Manager and Safety Committee. It is the duty of the City Manager and the Safety Committee to oversee compliance with rules and regulations contained in this manual. The Safety Committee may from time to time solicit advice or recommendations from the South Dakota Public Assurance Alliance, the SDML Workers' Compensation Fund and other agencies.

The second component in the risk management program is the department head. Each department head is responsible for maintaining a safe working environment for employees.

The third component in the risk management program is the employee. Each employee is required to follow safety regulations and identify situations that may cause harm to themselves, other employees or the public.

The fourth component of the risk management program is Employee Safety Manual. Maintenance and inspection of all equipment, facilities and operations must be performed in compliance with the manual and departmental regulations.

All written departmental safety policies supersede this Risk Management and Loss Control Policy Statement and this Safety Manual unless the department policies are less stringent than the Employee Safety Manual.

THE SAFETY PROGRAM RESPONSIBILITIES AND ROLES

Responsibilities of the City Manager

City Manager:

- A. Support the Safety Program and encourage cooperation among employees and Commissioners.
- B. Give a fair evaluation and consideration of suggestions made by the Safety Committee.
- C. As budgets allow, purchase needed safety equipment.
- D. Encourage safety-training programs.
- E. Promote safety awareness and encourage attitudes by example.
- F. Endeavor to provide and promote a safe and healthy workplace.
- G. Attend safety meetings on occasion.

Responsibilities of the Safety Committee

The Safety Committee shall:

- A. Conduct worksite safety inspections.
- B. Make recommendations to department heads and supervisors about equipment needs and educational programs.
- C. Promote safety awareness.
- D. Submit recommendations for training and special classes; i.e., a healthy back, defensive driving, CPR, etc.
- E. Write proposed policy directives and organize subcommittees for special projects.
- F. Discuss problems or concerns brought to the committee, recommend any corrective procedures, and respond as deemed appropriate.
- G. Devote a portion of each committee meeting to safety education.
- H. Develop a safety manual or manuals and amendments.
- I. Listen to safety reports from other representatives.
- J. Help other safety committee members and departments with safety programs
- K. Develop by-laws for its structure and composition.

Responsibilities of Human Resources

Human Resources shall:

- A. Develop appropriate safety forms and records.
- B. Keep an accident records file and safety meetings file and periodically prepare reports for the City Manager on the progress that has been made in the Safety Program.
- C. Make arrangements for training and special classes; i.e., a healthy back, defensive driving, CPR, etc.
- D. Assist the Safety Committee representatives with ideas and materials for their meetings.
- E. Maintain a log and records of safety concerns and responses to concerns.
- F. Coordinate safety meetings.
- G. Keep a logs and minutes of all meetings, including what has been discussed and who was present.

Responsibilities of the Department Head / Supervisor

Each Department Head/Supervisor shall:

- A. Investigate accidents and complete Supervisor's Accident Investigation Reports.
- B. Cooperate with the Safety Committee to create and maintain a safe working environment.
- C. Be responsible for the completion of safety inspections of buildings and vehicles.
- D. Require the wearing of safety equipment and enforce rules regarding the use of protective equipment.
- E. Be open to safety suggestions.
- F. Promote safety by example.
- G. Ensure first aid kits are readily available.
- H. Avoid taking shortcuts at the expense of safety.
- I. Provide and maintain necessary safety equipment for tasks as budgets allow.
- J. Take immediate action to correct unsafe conditions of tools and equipment.
- K. Implement the Employee Safety Manual.
- L. Develop specific departmental safety procedures as needed.
- M. Respond to an employee's safety concerns, within 24-72 hours.
- N. Develop an employee safety orientation checklist. New and temporary staff shall be trained on the items on the checklist and sign off at the completion of the training. A copy of the form shall be submitted to Human Resources.
- O. Schedule and require employees to attend various seminars and safety training sessions.

Responsibilities of the Employee

The following safe practices, job procedures, and the wearing of prescribed protective equipment are job requirements. Each employee shall:

- A. Follow job instructions and avoid taking shortcuts.
- B. Use personal protective equipment and clothing that is prescribed and available.
- C. Keep tools in good condition. Defective tools and equipment should immediately be reported to the supervisor and taken out of service.
- D. Lift and carry materials with care using proper lifting techniques.
- E. Use caution and follow warning and instruction labels when using hazardous materials.
- F. Keep work areas clean.
- G. Know where the fire exits are and respond immediately to an evacuation signal.
- H. Keep all machine guards in place.
- I. Report unsafe conditions in writing to their immediate supervisor. If the employee does not receive a response within 72 hours from the supervisor with possible corrective action, the employee may contact a Safety Committee member to report the possible unsafe condition. The Safety Committee will investigate and shall submit a recommendation back to the supervisor or department head with a copy to the employee.
- J. Notify your supervisor immediately following an accident or injury. Gather as much information as possible including the names of witnesses.
- K. If injured, fill out the First Report of Injury form as soon as possible or within 3 business days of the injury. Follow the Employee Responsibility Checklist/Flowchart. (See Attachment #1)
- L. After consulting your supervisor, the employee shall follow the employee's chain of command before continuing to work if they feel the work they are doing may endanger himself or herself or a fellow employee.
- M. Attend appropriate seminars and training sessions as directed by their department head.

PART 1: THE INSPECTION PROGRAM

The purpose of worksite inspections is to identify potential unsafe practices and working conditions. These are not meant to be comprehensive safety inspections, rather a “spot check” associated with violations of the City of Yankton Employee Safety Manual.

- Inspections will be conducted by the Safety Committee.
- The inspection will consist of using a checklist form. (See Attachments #2 and 3).
- The Safety Committee’s goal is to offer helpful suggestions on ways to create a safer working environment.
- Inspections made by the risk sharing pools, fire departments, and building inspectors will also aid in recognizing potential hazards.
- When the inspection process has been completed, the results of the inspection will be forwarded to the department head or supervisor.
- The department head or supervisor shall make corrections or comment on the recommendations of the inspection.
- The completed inspection checklist will be returned to the Safety Committee within 45 days.
- Each department shall develop a Departmental Safety Inspection Checklist.
- Each department shall designate an employee to conduct MONTHLY internal safety inspections.

PART 2: SAFETY MEETINGS

Safety meetings can be divided into two categories: citywide meetings and departmental meetings. Departmental meetings are often called tailgate or toolbox meetings due to their informal nature. All departments shall have a minimum of two safety meetings each year.

- Employees are encouraged to take turns conducting the meetings and submitting ideas for training. An extensive online library is available (firstcampus.com/safetybenefits/entities/sdak/logon.htm) for safety meetings through our insurance carrier the South Dakota Safety Council, and various other resources throughout the state. A sign in log of each safety meeting is to be kept by the supervisor and a copy sent to the Safety Committee. The log shall also document the topic covered in the meeting. The goal of the safety meetings is to increase ongoing safety awareness.
- Citywide safety meetings are special meetings attended by all employees.

PART 3: DISCIPLINARY ACTION

- It is the sole and express purpose of this manual to protect the health and lives of workers.
- Failure of any employee to follow or report violations of the City of Yankton safety procedures, departmental safety procedures or law will not be tolerated.
- Failure to follow City of Yankton safety procedures or department guidelines may be cause for disciplinary action as outlined in the City of Yankton Employee Personnel and Policy Manuel.

PART 4: INCIDENT/ACCIDENT INVESTIGATION

An incident/accident will not necessarily result in an injury or property damage. The goal of an incident/accident review is to prevent a recurrence.

- The investigation seeks only to ascertain the causes of an accident/incident and to suggest ways to eliminate a recurrence.
- The key to preventing accidents/incidents and the losses that accompany them is to evaluate and

determine the cause.

- The City of Yankton will track the incidents and accidents that occur on the job and initiate action or training as needed.

All City of Yankton employees are responsible for reporting accidents as soon as possible. Every accident, regardless of the outcome, shall be reported in accordance with Injury Flow Chart (See Attachment #4).

- Immediate Supervisors will initiate the accident review process. The supervisor will secure the accident scene if necessary and interview those involved to establish the facts of the accident. Everyone's participation in this stage of the review is crucial to finding and assisting in eliminating the causes of the accident.

The Safety Committee and other applicable sources will review the facts of the accident and make recommendations for corrective action. Injured or involved parties are encouraged to participate in the review. It is important to remember that not every accident review will result in changes. As we continually strive to improve aspects of our work processes, the safety committee and management will track the causes and determine the best options for eliminating hazards.

PART 5: GENERAL SAFETY

HOUSEKEEPING

- Work areas should be clean and orderly.
- Spills must be cleaned up immediately.
- All combustible scrap, debris and waste must be stored safely and removed promptly. Aisles, passageways, doorways, stairs and walking surfaces shall be kept free from refuse, slippery and wet substances, misplaced equipment and trip hazards.
- Mark or cordon off all temporary hazardous surfaces.
- Washrooms, locker rooms, lunchrooms and toilet facilities shall be maintained in a clean and orderly manner.
- Waste should be disposed of in proper receptacles.
- Tools, supplies and equipment shall be properly returned, stored and kept in order.
- Exits shall be clearly marked and unobstructed.
- Flammable liquids should be kept in approved, properly marked containers and stored in an approved flammable storage cabinet.
- Extension cords shall not be used in oil or water and shall be inspected for broken grounds, worn insulation and exposed strands of wire before each use.
- Extension cords that cross a traffic area must be covered by a raceway.
- Protruding nails and broken glass are dangerous. Remove or bend down nails in lumber and pick up all broken glass.
- Employees shall not store products in unlabeled containers.
- Make sure all pits and floor openings are covered or guarded.
- Oily and paint soaked rags are combustible and shall be stored in metal containers.

FIRE PROTECTION

- All fire doors and shutters must be maintained in good operating condition.
- Fire doors and shutters should be kept unobstructed. Fusible links must be kept in place.
- All automatic sprinkler water control valves (air and water pressures) should be checked monthly.
- An authorized company shall complete any maintenance on automatic sprinkler suppression systems.
- Guards should protect sprinkler heads if they could possibly be exposed to damage.
- Adequate clearance of at least 18 inches or more must be maintained below sprinkler heads.
- A suitable fire extinguisher shall be located in all buildings and be placed in a conspicuous location.
- A certified professional shall inspect all fire extinguishers annually and tag each extinguisher with the inspection date.
- The Fire Department shall lead inspections of City facilities not less than one time per year for life safety code compliance.
- Each Department is responsible for conducting an annual inspection of fire alarms, fire sprinklers, and commercial cooking hoods by a certified third party.

BUILDINGS

- Departments shall conduct monthly inspections of buildings to identify and address potential safety hazards.
- Structures and building grounds shall be kept free of debris and kept in an organized manner.
- Fire doors must never be blocked.
- Fire dampers and other automatic shutdown provisions must not be disabled without Fire Department approval (except for temporary maintenance procedures).
- Elevators and chair lifts shall be professionally inspected yearly.
- HVAC systems are to be maintained and kept in a clean and functioning condition.
- Concerns of air quality should be reported to your supervisor and the Safety Committee.
- An emergency evacuation plan should be developed and posted throughout the facility. Employees should be made aware of this plan through their departmental meetings.

PART 6: PROPER LIFTING AND CARRYING PROCEDURES

Manual lifting and handling of material must be done by methods that ensure the safety of both the employee and the material. The following are guidelines for manual lifting:

- Know your limitations.
- Never attempt to handle anything beyond your capabilities.
- Inspect the load to be lifted for sharp edges, slivers, and wet, or greasy spots.
- Your destination should be free of obstructions or spillage that could cause tripping or slipping.
- Consider the distance the load is to be carried.
- Recognize the fact your gripping power may weaken over long distances.
- Size up the load and make a preliminary “heft” to be sure the load is easily within your lifting capacity. If not, get help (50 pounds is a good limit for most people).
- With two person lifts, one person should act as leader and give the commands to lift, lower, etc.
- Two persons carrying a long piece of pipe or lumber should carry it on the same side and walk in step.

To lift an object off the ground, the following are manual lifting steps:

- Make sure you have good footing and set your feet about 10 to 15 inches apart. It may help to set one foot forward of the other.
- Assume a knee-bend or squatting position, keeping your back straight and upright.
- Get a firm grip and lift the object by straightening your knees - not your back.
- Carry the load close to your body - not on extended arms.
- To turn or change your position, shift your feet - do not twist your back. Point your leading foot in the direction you are going to travel.
- The steps for setting an object on the ground are the same as above, but in reverse.
- If mechanical devices or equipment is available, their use is encouraged to prevent injuries.
- Employees must complete an annual training session for proper lifting.

PART 7: POWER LOCKOUT/TAGOUT PROCEDURES

- Alert affected personnel that the power is being disconnected.
- Before starting a repair, service or set-up work on an engine, motor or power driven equipment, persons performing the work shall make sure that the power is disconnected, and any hazardous residual pressures relieved, prior to and during such work. A lockout device or tag shall be used for this purpose.
- Each person performing work on the equipment shall install a unique lockout device. As an extra measure of precaution, the supervisor may also wish to attach his or her own device. The lockout shall be placed at the point of power distribution. Keys for the locks should be retained by each of the individuals attaching a lock.
- Block any equipment that may move as the result of gravity.
- The person that attaches the lock or tag is the only person authorized to remove it and restore the power.
- Before work is started, equipment shall be tested to insure the power is off.
- All guards must be reinstalled before removing tags.
- If it is necessary that work on a machine or an installation is going to be continued by the next personnel shift, those employees in the presence of the oncoming shift shall remove their tags or padlocks. The next shift personnel will immediately insert their own tags or padlocks into the disconnect.
- If a machine is powered by a plug-in cord, the cord must be secured by either a lock or tag.

ELECTRICAL SAFETY

Electrical tasks that could be performed by identified trained City of Yankton Personnel

- Test for the presence of voltage in disconnect boxes and other electrical equipment.
- Measure resistance and continuity of electrical components in a “zero energy state”.
- Measure the amp draw of electrical equipment.
- Reset over current protective devices.
- Check motors with an ohmmeter to determine if they have open or short-circuited windings.
- Replace equipment, fuses, relays, switch devices.
- Replace motors, lamps, and other load devices when in a “zero energy state”.
- Replace defective printed circuit boards and cards.

Electrical tasks that should not be performed by City of Yankton Personnel

- Modifying electrical safety devices.
- Designing and installing new equipment such as, but not limited to, new disconnects, conduit runs, over current protective devices and other equipment where improper installation or design characteristics could result in an injury, fatality, or loss of property.
- Replacing 480-volt circuit breakers.
- Working on live voltages in excess of 480 volts.

Any individual contracted by the City of Yankton to perform electrical work, must be licensed by the City and State. Proof of license must be available for review.

PART 8: OFFICE SAFETY RULES

- Furniture will be adjustable, positioned and arranged to minimize strain on parts of the body.
- The glare of a computer screen will be minimized by the proper positioning of the screen.
- Do not open two or more file cabinet drawers at one time.
- Store supplies inside cabinets. Heavy items shall be placed on the lower shelves.
- All chair legs shall remain on the floor at all times.
- Use paper cutters with caution, keep the cutter blade closed when is not in use.

PART 9: VEHICLE OPERATIONS

Motor vehicle operations represent one of the largest liability exposures for the City. The Employee Safety Manual, along with the City Employee Handbook, ensure that employees meet an acceptable standard while operating their private or public vehicles to conduct City business. This policy applies to all City of Yankton employees who regularly operate motor vehicles, with the exception of elected officials. Whenever the provisions of the Employee Safety Manual or Employee Handbook are in conflict with the South Dakota Codified Laws, the provisions of the South Dakota Codified Laws will prevail.

- All drivers and passengers using city vehicles, equipment or personal vehicles will wear seat belts.
- All drivers shall be appropriately licensed for the vehicle they are operating.
- All drivers and operators shall be properly trained.
- Vehicles will be maintained in safe and operable condition.
- Employees shall perform visual inspections on lights, brakes, horns, turn signals and tires daily or at the start of each shift.
- Operators shall report all unsafe or defective equipment to supervisors.
- City vehicles shall be refueled with the engine off.
- City vehicles will be parked with the motor stopped and key removed. No vehicle should be left running while unattended unless necessary.
- Slow-moving vehicles shall be equipped with the appropriate signs that are in good condition and clearly visible.
- No more than three persons should ride in the front seat of any vehicle, or one person for each seat belt.
- No person shall ride on any portion of a motor grader, tractor or similar equipment except as the driver or trainer.
- No person shall ride in the bed or box of a truck.
- Drivers should not permit vehicles to be loaded beyond the rated capacity.
- Equipment and tools carried on or in a vehicle should be placed securely in compartments or fastened down.

- When moving vehicles in or out of buildings, such movement should be done slowly and with caution.
- Employees shall not jump on or off vehicles while in motion.

VEHICLE BACKING OPERATIONS

- Backing should be avoided unless necessary. Operators should always try to position their vehicle so they can advance forward.
- Backing should be done only after the driver has made certain their vehicle has adequate clearance on all sides.
- Backing should be done slowly and with extreme caution.
- Both sides should be observed during backing operations.
- When possible, backing should be done with the use of a spotter. The vehicle operator should always keep the spotter in sight. If the operator loses sight of the spotter, they should stop immediately.

PART 10: PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment will be maintained in a sanitary and effective condition. Personal protective equipment, which is provided by the City, shall be used in hazardous environments.

RESPIRATORS

Respiratory protection shall be used in operations that involve exposure to harmful fumes, gases, mists, chemical dusts or where there is lack of sufficient oxygen. Only properly trained employees should use respiratory equipment. Respirators should be fit tested for the employee using it. If the respirator is a SBCA it shall be flow tested annually. Breathing air shall be tested quarterly.

HEAD PROTECTION

ANSI approved hard hats should be kept in good repair, properly adjusted. They should be worn only by the individual to whom they are assigned (except in an emergency). Hard hats should be used in operations where overhead hazards exist. Hard hats shall be worn squarely on your head with the inside band properly adjusted. Do not wear a hard hat backwards or over a stocking cap.

HEARING PROTECTION

Noise levels that need to be measured will be done with a decibel reader. ANSI approved hearing protective equipment (earplugs or earmuffs) will be available and used by every employee working in areas where continuous noise levels exceed 85 decibels. A good rule of thumb is "if it's too noisy to hear a normal conversation, it's loud enough to need hearing protection." To be effective, ear protectors must be properly fitted and properly used. Individual departments will identify potential areas needing hearing protection and take corrective measures on a case-by-case basis.

PROTECTIVE CLOTHING / EQUIPMENT

- Where there is a danger of flying particles or corrosive materials, employees must wear protective goggles or face shields.
- Employees are required to wear ANSI approved safety glasses in areas where there is a risk of eye injuries such as punctures, contusions or burns.
- Employees are required to wear protective gloves, aprons and shields in areas where they may be subject to cuts, corrosive liquids and harmful chemicals.
- Hard hats must be worn in areas subject to falling objects. Hard hats shall be worn at all times while

outside the cab at a gravel pickup site.

- When necessary, employees must use the approved respirators. They must be maintained in sanitary condition and ready for use.
- Approved safety vests or clothing shall be worn by employees working on or near public roadways.
- Protective gloves, clothing and face protection shall be worn while handling caustic or dangerous chemicals, while welding, handling batteries and while changing mercury vapor lights.
- For outdoor work in winter weather, layers of loose, warm and lightweight clothing is recommended.
- All employees shall wear task appropriate attire as determined by the supervisor.
- First aid kits and their contents are to be maintained in usable condition.

PART 11: MOTORIZED EQUIPMENT AND POWER TOOLS

Employees shall be properly trained prior to using any motorized equipment and power tools.

MACHINE GUARDING

- There shall be a monthly safety inspection of machinery and equipment.
- All machinery and equipment must be kept clean and properly maintained.
- There must be sufficient clearance provided around and between machines to allow for safe operation, set-up, servicing, material handling and waste removal.
- All equipment and machinery should be securely placed and anchored to prevent tipping or other movement that could result in injury.
- Machine guarding shall be provided to protect the operator from hazards created by points of operation, rotating parts, or flying chips or sparks.
- Machine guards shall not be altered or removed except for repair.
- Machines shall not be left running unattended unless necessary.
- There must be a power shut-off switch within reach of the operator's position at each machine.
- Electrical power to each machine shall be capable of being locked out for maintenance, repair or security.
- Foot-operated switches shall be guarded or arranged to prevent accidental actuation.
- Manually operated valves and switches controlling the operation of equipment and machines must be readily accessible.
- Pulleys, belts, chains and moving gears, which are within 7 feet of the floor or working level, must be provided with guards.
- The machinery guards must be secured and arranged so they do not present a hazard.
- Machines should be constructed to be free from excessive vibration.
- If machinery is cleaned with compressed air, the air must be pressure controlled.
- Fan blades should be protected by a guard having openings no larger than 1/2 inch square when operating within 7 feet of the floor.
- Defective tools or equipment shall be taken out of service and reported to your supervisor. It is your responsibility as an operator of any machine to ensure the necessary safety precautions are taken.

ABRASIVE WHEEL EQUIPMENT

- The tool rest used should be kept adjusted to within 1/8 inch of the wheel.
- The tongue guard should be adjusted to within 1/4 inch of the wheel.
- The side guards should cover the spindle, nut and flange. 75 percent of the wheel diameter should be enclosed.
- All guards shall be in place and in good repair.
- Bench and pedestal grinders should be permanently mounted.

- Safety goggles and a face shield shall be used when grinding or when in close proximity to grinding operations.
- The maximum RPM rating of each abrasive wheel should be compatible with the RPM rating of the grinder motor.
- Newly installed grinding wheels shall be allowed to develop full operating speed for at least one minute before use.
- Work shall be applied gradually to a cold wheel to reduce chances of breakage.
- Grinding wheels shall be examined before each use for possible cracks or damage.
- Each grinder should have an individual on and off control switch. The switch should be accessible by the operator.
- Each electrically operated grinder shall be grounded.
- Do not defeat the grounding mechanism, especially by using non-three prong plug adapters or breaking off the grounding lug.
- The work area around a grinder must be kept clean at all times.

AIR JACK HAMMERS

- Areas of operation should be cordoned off from public access.
- Air tools and machinery shall be operated in a manner to avoid endangering personnel or property from flying material.
- Air hoses and connections shall be inspected before each use.
- The operator shall wear eye and hearing protection and other protective equipment as needed.

WOOD WORKING MACHINERY

- Inspect the woodworking tools before each use.
- Wood working equipment, except portable or hand tools, should be securely fastened to the floor or suitable foundation.
- Tool cutting edges should be kept sharp, properly adjusted and firmly secured at all times.
- Inspect the material to be cut for nails and other debris that could cause possible injuries.
- Keep electrical cords and hands clear of cutting edges.
- Never place your hand across a saw line while cross cutting or ripping.
- Never use a circular saw in the inverted position.
- Unplug tools before attempting any service work.
- Before setting a tool down make sure that the retracting guards have returned to their closed position.
- Only trained personnel should do sharpening of blades or cutters.
- Guards shall be in place and in good repair.
- Support large panels before cutting.
- Safety glasses shall be worn to protect the eyes from wood chips and dust.
- Dust masks and hearing protection will be worn as needed.
- Avoid loose clothing when operating equipment.
- Saws used for ripping must be equipped with anti-kickback devices or spreaders.
- Radial arm saws must be arranged so that the cutting head will gently return to the back of the table when released.
- The radial arm saw blade should not extend past the front edge of the cutting table.

MOWERS & LINE TRIMMERS

- Mowers shall be inspected before use.
- Mowers shall be equipped with discharge chute guards and rear flap guards. The guards and other safety devices should not be disabled.
- Areas to be mowed shall be inspected for wires, sticks, rocks and miscellaneous objects, which may cause a hazard.
- When starting a mower, keep hands and feet clear of moving parts.
- Mowers shall not be left unattended with the engine running.
- Operators should wear proper shoes and clothing.
- A hand mower should be steered across slopes, never up and down.
- A riding mower should be driven taking into consideration the terrain.
- The operator shall follow the equipment operating instructions.
- Stunt driving and horseplay will not be tolerated.

CHAIN SAWS

- Operators shall inspect the condition of the bar, guards, chain and muffler before using the chain saw.
- Chain saws shall be maintained in a sharp and well-lubricated condition.
- Re-fueling should be done in a well-ventilated area with the engine off and cooled.
- Wood to be cut should be visually examined for nails and hazardous objects.
- Cutting should be done at an angle rather than directly overhead.
- Chain saws shall be held with both hands during use.
- The operator shall wear eye and hearing protection and other protective equipment.

HAND TOOLS

- A damaged or malfunctioning tool must not be used. It must be tagged and turned in for servicing.
- If employees are unfamiliar with the operation of a tool, they must request instruction from their supervisor.
- An employee is not permitted to use a 22 caliber actuated tool unless trained.
- Hand tools shall be maintained in good condition.
- Impact tools such as drift pins, wedges and chisels shall be kept free of mushroomed heads.
- The wooden handles of tools shall be kept free of splinters. Cracked handles shall be replaced before use.
- Hand and power tools shall be properly stored.

LADDERS

- Ladders shall be inspected before each use for warping, cracks, loose rungs, sharp projections and general condition.
- Damaged ladders must never be used. They should be repaired or destroyed.
- Ladders used near electrical equipment must be made of a non-conducting material.
- Stored ladders must be kept out of the weather and away from excessive heat. Ladders shall be well supported when stored either horizontally or vertically.
- A portable ladder must not be used in a horizontal position as a platform or runway.
- A portable ladder must not be placed in front of doors that open toward the ladder or on boxes, barrels, or other unstable bases.
- Ladders must not be used as guys, braces or skids.
- The height of a stepladder should be sufficient to reach the workstation without using the top rung.

- A stepladder should be held by at least one employee when another employee is working 10 feet or more above the ground surface.
- Stepladder legs shall be fully spread when the ladder is in use. Bracing on the back legs of stepladders must not be used for climbing.
- The proper angle for a portable straight ladder can be obtained by placing the base of the ladder a distance from the vertical wall equal to one quarter of the vertical distance from base to top of the ladder's resting point.
- Extension ladders must extend three rungs above the edge of the roof to accommodate exiting and accessing the ladder from the roof.
- Portable straight ladders and extension ladders must have nonskid bases.
- Ladders must be ascended or descended while facing the ladder with both hands free to grasp the ladder.
- Tools must be carried in a tool belt or raised with a hand line.
- Extension ladders should be tied in place to prevent side slipping.
- On two-section ladders up to 36 feet, allow a minimum lap of three feet.

PORTABLE JACKS / HOISTING EQUIPMENT

- Make sure that the rated load of each hoist is legibly marked and visible to the operator. Stops shall be provided at the safe limits of travel for trolley hoists.
- The controls of hoists shall be plainly marked to indicate direction of travel or motion.
- Hoist chains or ropes must be of sufficient length to handle the full range of movement for the application, while maintaining two full wraps on the drum at all times.
- It is prohibited to use chains, rope, cable or slings that are kinked, twisted, or frayed
- The operator should avoid carrying loads over people.
- Rigging equipment and jacks shall be inspected prior to each use.
- Hydraulic jacks and hoisting equipment showing any evidence of leakage should not be used.
- The maximum lifting capacity shall be labeled on jacks and the limit shall not be exceeded.

SCAFFOLDING

- Scaffolding with a height of more than four times the width of the base shall be restrained from tipping by guying, tying, bracing or by other suitable means.
- The footing and anchorage for a scaffold shall be sound, ridged and capable of carrying the maximum intended load without settling or displacement.
- The weight of loads supported by the scaffolding shall not exceed the scaffolding manufacturer's recommendation.
- Damaged or altered scaffolding shall not be used.
- Guardrails and toe boards shall be installed on all open sides and the ends of scaffolds and platforms that are more than ten feet above the ground.
- Proper barricading around the work area shall be used.
- Scaffolding shall be planked as fully as possible with gaps between planks no more than one inch wide.

AERIAL LIFT/CLAM/BOOM

- Before using the equipment, the operator shall visually inspect the boom and outriggers.
- The person who will be working from the bucket shall be responsible to insure outriggers are set.
- The outriggers shall be set when the boom/clam is used.
- Outriggers shall be placed on a stable surface.

- When lowering outriggers, a visual check is needed for persons or obstructions that may impair the safe setting of the outriggers.
- The micro-brake or brake should be set after the aerial lift is spotted and the outriggers set.
- There shall be a minimum of two people on site or available when the aerial lift is in operation.
- Appropriate barricades shall be used.
- A visual check for power lines or other obstructions before use is mandatory.
- The operator shall wear a full body harness when working from the bucket.
- Buckets or clams must not be used if the weight or capacity is over the manufacturer's recommendations.

SPRAY PAINTING PROCEDURES

- Adequate ventilation shall be provided during spraying operations.
- If mechanical ventilation is provided when spraying in enclosed areas, air should not be re-circulated.
- There should be adequate ventilation for all drying areas.
- In an enclosed area, spray operations must be at least 20 feet from flames, sparks, operating electrical motors, and other ignition sources.
- There shall be no open flame or spark-producing equipment in the spraying areas.
- The spray area should be free of any hot surfaces.
- If portable lamps are used to illuminate spray areas, the lamps must be approved for use in hazardous locations.
- Approved respiratory equipment must be used during spraying operations.
- Spraying booths must be constructed of metal, masonry or other noncombustible material.
- Make sure that "NO SMOKING or OPEN FLAME" signs are posted in spray areas, paint rooms, paint booths and paint storage areas. Fire extinguishers shall be available.
- Exits from spraying areas shall be kept clear.
- Spray booths must be ventilated.
- Spraying areas should not be allowed to accumulate waste materials.
- Booth floors, ducts, access doors and baffles must be easy to clean and made of non-combustible materials.
- Lighting fixtures for both outside and inside the spray booth must be enclosed in clear see-through sealed panels.
- Electric motors for exhaust fans must be placed outside the booth or be explosion proof.
- The drying apparatus should be located in a well-ventilated area in the booth and properly grounded.
- Protective aprons or clothing used during spraying operations shall be properly stored when not in use.
- Quantities of flammable and combustible liquids in excess of one day's supply should be stored in appropriate storage cabinets.
- All flammable liquids shall be properly stored.
- Eye contact lenses should not be worn when painting.
- Protective equipment, masks and respirators shall be worn when appropriate.

FORK LIFTS

- Employees who operate forklifts should attend forklift training once every three years.
- Operators shall perform a visual inspection prior to the operation of the forklift.
- Only the operator shall ride in or on the forklift.
- Persons shall not stand under or pass under the elevated portion of the forklift whether loaded or empty.

- When leaving a forklift unattended, the load shall be lowered, controls neutralized, power shut off and brakes set.
- Wheels should be blocked if the forklift is parked on an uneven surface.
- Fork extensions shall be used whenever necessary to minimize the possibility of the load falling rearward. Only manufacturer approved fork extensions shall be used.
- Grades shall be ascended or descended slowly.
- When ascending or descending grades, loaded forklifts shall be driven with the load upgrade.
- Unloaded forklifts should be operated with the forks forward.
- When applicable forks shall be tilted back and raised only as far as necessary to clear the surface.
- Under all travel conditions, forklifts shall be operated at a speed that will permit them to be brought to a stop in a safe manner.
- The driver shall slow down during low traction situations.
- Stunt driving and horseplay will not be tolerated.
- Dock boards or bridge plates should be properly secured and their weight capacity shall not be exceeded.
- When negotiating turns, speeds should be reduced to a safe level.
- Only stable or safely arranged loads shall be handled.
- Caution should be exercised when handling off-center loads.
- Only loads within the rated capacity of the forklift shall be handled. Ballast or personnel shall not be added to increase the lifting capacity of the forklift.
- Load engaging forks should be placed under the load as far as possible.
- The mast shall be carefully tilted backward to stabilize the load.
- Fuel tanks shall not be filled while the engine is running.

WELDING AND CUTTING

- Employees shall wear proper protective clothing and equipment.
- At times, nearby personnel shall be required to wear proper personal protective clothing.
- Weld and cut in properly ventilated conditions.
- Use care in handling and storing cylinders, safety valves and relief valves. Inspect connections on cylinders for leakage with a leak detecting solution.
- Cylinders, cylinder valves, couplings, regulators, hoses and apparatus must be kept free of oily or greasy substances.
- Cylinder and torch valves shall be securely closed when not in use.
- Always open the cylinder valves slowly. Open the fuel gas regulators first.
- Precaution must be taken to prevent the mixture of air or oxygen with flammable gases, except at a burner or in a torch.
- Only approved apparatus (torches, regulators, pressure-reducing valves, acetylene generators, manifolds) may be used.
- A flame (flash back) arrestor shall be installed at the regulator to prevent a flash from the welding torch traveling back into the fuel gas or the oxygen cylinder.
- Cylinders must be kept away from sources of heat.
- Cylinders shall be stored in an upright position.
- Cylinders shall either be mounted on a portable cart or chained to a permanent structure.
- Cylinders shall be capped and kept upright during transportation.
- Appropriate means of securing the cylinders must be used during transportation.
- Cylinders not in use shall be stored a minimum of 20 feet apart and away from welding areas or other combustible processes.
- Oxygen cylinders and fuel gas cylinders (acetylene, LP Gas) shall be separated from each other by a

minimum of 25 feet except when kept on the welding cart.

- Cylinders shall not be used as rollers or supports.
- Empty cylinders must be appropriately labeled. They shall be stored with their valves closed and protection caps on.
- Signs reading: DANGER-NO SMOKING, MATCHES, OR OPEN FLAMES, must be posted in welding areas.
- Care must be taken not to drop or strike cylinders.
- Unless secured in a welding cart, all regulators must be removed and valve protection caps put in place before moving cylinders.
- Defective valves shall be labeled "Defective Do Not Use" and repaired or replaced prior to use.
- All cylinders without fixed hand wheels must have keys, handles, or nonadjustable wrenches on stem valves.
- Liquefied gases must be stored and shipped valve end up with valve covers in place.
- Before a regulator is removed, the valve must be closed and gas released from the regulator.
- Red is used to identify the acetylene hoses. Green is used for the oxygen hose, and black for inert gas and air hose.
- All pressure-reducing regulators must be used only for the gas and pressures for which they are intended.
- Hoses shall be inspected before each use.
- Hoses shall be stored in a manner to prevent tripping hazards and damage to the hose.
- Suitable fire extinguishing equipment must be available for immediate use before igniting a welding torch.
- The open circuit (No Load) voltage of arc welding and cutting machines must be as low as possible and not in excess of the recommended limits.
- Ground connections of portable welding machines must be inspected before each use.
- Welding electrodes must be removed from the holders when not in use.
- Welding electrode cable shall not be coiled or looped around a person's body.
- The welding cable shall be tied off to a secure location when welding above or below ground level.
- Electrode lead cables must be inspected before each use for wear and damage. Cables shall be replaced as needed.
- All connecting cable lengths must have adequate insulation.
- When the object to be welded cannot be moved and fire hazards cannot be removed, heat shields must be used to confine heat, sparks, and slag
- When floors are wet, personnel should be protected from possible electrical shock.
- When welding has been completed near combustible materials, check for proper cooling before leaving.
- Before work is started on used drums, barrels, tanks and other containers, they must be thoroughly cleaned so that no substances remain that could explode, ignite or produce toxic vapors.
- It is required that eye protection, ear protection, helmets, hand shields and goggles meet the appropriate standards.
- Check for adequate ventilation where welding or cutting is performed.

TREE TRIMMING OPERATIONS

- Proper barricading and warning signs shall be used to protect employees and the public.
- Vehicles and personnel not involved in trimming operations shall be kept clear of the area.
- Site personnel shall make visual inspections for electrical hazards before climbing, trimming or performing work in a tree.
- Employees shall wear protective clothing appropriate to the work location and conditions.
- Gasoline powered equipment shall be refueled only after it has been shut off and has cooled.

- Spilled fuel shall be removed from equipment before restarting.
- Tree trimming equipment shall be maintained in good condition.
- Employees shall not use the bucket of a front-end loader as an aerial lift.
- Ropes should be coiled when not in use and shall be inspected before each use.
- Saws shall be secured from falling while being used from an aerial lift.
- Partially sawed-through limbs shall not be allowed to remain in the tree.

WOOD CHIPPER

- Review the operation manual before operating the wood chipper.
- The work area of the chipper shall be protected from traffic and from the public.
- Materials such as stones, nails, sweepings, etc., shall not be fed into the chipper. Inspect the material to be chipped before work begins.
- Access panels for maintenance and adjustments shall be closed and secured prior to operation.
- Chipper blades should be tight and clear of all debris before the engine is started.
- Disengage the clutch before starting the chipper.
- Arms, legs and tools shall not be used to clear the chute.
- Employees shall wear protective clothing appropriate to the work location and conditions. Protective equipment includes hand, hearing, eye, and head protection.
- The engine should be turned off when the chipper is not in use or is left unattended.
- Feed the chipper with the end of the branch first.
- Keep hands and feet away from the feeding table of the chute.
- Do not stand in front of the feed table when the chipper is running.
- Position the discharge chute to avoid injury to others.
- Loose clothing or accessories that hang from the body should be removed or tucked in before operating the chipper.
- Keep the surrounding area clean to avoid slips or falls.
- Gasoline powered equipment shall be refueled only after it has been shut off and cooled.

TREE STUMP GRINDER

- Review manufacturer's operation manual before operating a stump grinder.
- Remove foreign objects and debris from work area.
- The work areas of the stump grinder shall be protected from traffic and from the public.
- Check for obstructions before backing the chipper into position.
- Safety skirts shall be in place before starting the machine.
- Inspect the cutting wheel before operation.
- Never remove guards and shields from the stump grinder.
- The cutter shield shall be used when grinding a stump.
- Cut stumps flush to the ground first, then go back to cut to the desired depth.
- Lower the cutter wheel slowly onto the stump.
- Never approach the cutter wheel while it is turning.
- Do not allow the stump grinder wheels to drop into the hole.
- No one shall stand behind the stump grinder while it is in operation.
- The engine should be turned off when the stump grinder is not in use or is unattended.
- Gasoline powered equipment shall be refueled only after it has been turned off and cooled.
- Employees shall wear protective clothing appropriate to the work location and conditions.
- Utility locates shall be performed prior to removal of a stump.

PART 12: CHEMICAL SAFETY, HAZARDOUS MATERIALS/ CHEMICALS HAZARD COMMUNICATION PROGRAM

The purpose of this program is to ensure that the hazards from all chemicals used by employees are known, and that information concerning their hazards is transmitted to the employees within the working environment. This transmittal of information is to be accomplished by means of employee training, which is governed by OSHA 29 CFR 1910, 1200.

The hazardous communication program shall consist of the following:

1. Hazardous Material Labeling
2. Material Safety Data Sheets (MSDS)
3. Storage of hazardous materials
4. Building hazards
5. Written programs for hazardous materials

PART 13: HERBICIDE, PESTICIDE SPRAYING

The applicator shall be certified in the application of the herbicide or pesticide for which they are applying. They shall read all sections of the MSDS and labeling before opening the chemical. The chemical labeling contains precautions and instructions that they must follow in order to use the product safely and appropriately.

- Always keep clothing, food, drinks, chewing gum, tobacco products and other belongings away from where herbicide and pesticide chemicals are stored or handled.
- When taking breaks, gloves shall be washed on the outside before they are removed. Hands and face shall then be thoroughly washed.
- Be aware of situations where you may be exposed to herbicide or pesticide chemicals on the job.
- Always wear personal protective equipment when mixing, loading, applying, cleaning, repairing, transporting and disposing of herbicide or pesticide.
- The applicator shall be aware of the possible drifting of the chemicals and adjust the application as necessary.
- Keep a first aid kit on hand at all times
- Keep a spill cleanup kit on hand at all times. The kit should contain all equipment necessary for spill cleanup or containment.

PART 14: TRENCH SAFETY

The City will conduct periodic training sessions on cave-in protection and trench safety.

- Trained personnel shall inspect trenches each day to verify the stability of the soil.
- A written trenching procedure shall be developed and reviewed annually and before each excavation. The trenching procedure should include information on construction as well as rescue.
- A trench is a narrow excavation in which the depth is greater than the width and the width is not greater than 15 feet.
- There shall always be at least one employee at the top of the trench when a City employee enters the trench.
- Trenches over five feet in depth shall be sloped, shored, sheeted, or braced.
- Trenches less than five feet in depth, where conditions are unstable, shall be sloped, shored, sheeted,

braced or otherwise supported.

- Enter and exit a shored trench only where the shoring exists.
- Whenever an excavation is four feet deep or more, ladders or steps shall be provided.
- Trench workers shall have a means of egress within 25 feet.
- City employees may refuse to enter any trench, which they have a reasonable cause to believe is unsafe.

PART 15: CONFINED SPACE ENTRY

A confined space can be divided into a non-permit confined space and a confined space. A non-permit-confined space is one that does not contain atmospheric hazards or have the potential to contain a hazard capable of causing death or serious physical harm. A confined space can be defined as a space:

- Where unfavorable natural ventilation exists.
- Where existing ventilation is inadequate to remove dangerous air contamination.
- Where there is an oxygen deficiency, either existing, or that may develop.
- Where there are limited openings for entry and exit and have the potential for hazardous conditions.
- Where it is not designed for continuous worker occupancy.

The dangers or hazards of a confined space cannot be easily seen, smelled, heard or felt. These dangers represent a deadly risk to persons working in these areas. Confined spaces are defined to include:

- manholes,
- sanitary sewers,
- storm sewer lines,
- storage tanks,
- wet wells and meter pits that have the potential for hazardous conditions.

A dry well in which the ventilation system has not operated for a length of time should also be considered a confined space. Under certain circumstances, a storm sewer will also fall into this category.

GENERAL

A written copy of the confined space form as required by these procedures shall be at the work site for the duration of the confined space entry.

Testing- The use of a gas detector is required to measure the concentrations of toxic or explosive/flammable gases or oxygen in the atmosphere. The minimum parameters to be measured are Hydrogen Sulfide (H₂S), Lower Explosion Limits (L.E.L), Oxygen (O₂) and Carbon Monoxide (CO). The gas detector must be calibrated to each specific gas. Prior to each confined space entry, the detector shall be fresh air calibrated, as described in the procedures portion to follow.

Test the air for gas contamination and specific levels of exposure that is allowed prior to and during a confined space entry. Testing should be in this order:

1. Oxygen (O₂)
 - Levels should be between 19.5% and 23.5%.
 - Less than 19.5% is oxygen deficient or potentially a mixture of oxygen and other gasses present that may be enough to destroy life.
 - Greater than 23.5% is oxygen enrichment that can be enough for an explosion if a spark is generated.

2. Hydrogen Sulfide (H₂S)
 - 50- PPM. Instantaneous.
 - 15- PPM short-term exposure limit (STEL for 10 minutes).
 - 10- PPM time weighted average (TWA for 8 hours) (National Institute for Occupational Safety and Health).
3. Carbon Monoxide (CO)
 - Lower limit 35- PPM no more than 15 minutes.
 - Never to exceed 200 PPM.
4. Lower Explosion Limits (L.E.L)
 - Presence of explosive or flammable gases are never to exceed 10%. If the presence of other toxic contaminants is suspected, specific monitoring programs will be developed.

Training- All personnel conducting a confined space entry shall be trained in the following subjects:

1. Gas detectors.
2. Proper completion of confined space entry permits.
3. Ventilation.
4. Rescue.

Gas Detector Calibration Test - The gas monitor will self-test to insure all gas sensors are operational upon start up. The gas detector sensors need to be calibrated regularly and in accordance with manufacturer's specifications. When starting up the detector before each entry, the fresh air calibration should be done to insure all gas is cleared from the sensors from previous use (fresh air calibration is described in pre-entry procedures).

PRE-ENTRY PROCEDURE

Pre-Entry Procedures - The following steps shall be followed before any employee is permitted to enter a confined space:

1. Confined Space Entry Permit - The Confined Space Entry Permit must be completed before approval can be given to enter. This permit shall be kept on the job site for the duration of the job. If circumstances cause an interruption in the work or a change in the atmospheric conditions, a new permit must be completed.
2. Surveillance - The surrounding area shall be surveyed to avoid hazards such as drifting vapors from tanks, piping or sewers. Lines that convey flammable, injurious or incapacitating substances into the space shall be disconnected, blinded or blocked off by other positive means to prevent the development of toxic air contamination and/or oxygen deficiency within the space.
3. The operations for the air monitor will depend upon the type of detector. The entire instruction manual should be read before every entry and especially if the procedures are unclear or questioned. The first test should be for the level of oxygen available.
4. Testing - The confined space atmosphere shall be tested to determine whether toxic air contamination and/or oxygen deficiency exists. In the case of manholes, the toxic levels should be checked before removal of cover. If the toxic levels exceed the specific limits, confined space entry cannot continue. The contamination hazard must be eliminated by isolation, natural or mechanical means.
5. Space Decontamination - Mechanical ventilating systems shall be used where applicable and they shall be set to 100% outside air. Where possible, additional manholes shall be opened to increase circulation. Use mechanical ventilation to augment natural ventilation. After a suitable ventilating period, repeat the testing of the confined space atmosphere. If decontamination is effective, and it can reasonably be assumed the space will stay free of hazardous contaminants

- or oxygen deficiency, only then may the confined space entry proceed.
6. Equipment associated with the confined space entry shall be locked out and de-energized before the entry takes place.

ENTRY PROCEDURE

Entry Procedures – Only after pre-entry conditions have been met. The following criteria shall be observed under confined space conditions:

1. When practical, all confined space entries shall be entered through side openings.
2. At least one attendant worker shall remain outside of the space.
3. The attendant shall monitor the space continually by inserting the sampling tubing connected to the gas detector meter. The suction side of the tubing shall be kept as close as possible to the confined space occupant. The attendant shall continuously compress and release the bulb on the tubing to draw gasses. The concentrations shall be recorded on the confined space entry permit on 30-minute intervals. If the attendant cannot monitor the space effectively, the entrant shall carry the gas detector.
4. During the confined space entry, the attendant shall have a City radio to contact the entrant and give assistance if needed. All radios used in the confined space shall be intrinsically safe (explosion safe).
5. The person entering must wear approved safety retrieval equipment at all times during the confined space entry. The safety retrieval equipment shall be used if the depth is more than five feet from the top of the confined space.
6. Work involving the use of flame, arc, spark or other source of ignition is prohibited within a confined space, which contains or is likely to develop toxic air contamination due to flammable and/or explosive substances.
7. If at any time there is any questionable action or non-movement by the entrant in the confined space, the attendant may attempt to contact the worker without entering the confined space. The attendant should never enter the confined space to rescue the entrant. Confined space rescues should be done by first responders wearing the proper PPE and air supplied respiratory equipment. The attendant should contact the Fire Department (the first rescue respondent) in all emergencies.
8. If confined space atmospheric conditions change adversely, entry personnel shall exit the confined space immediately and retest. Toxic conditions must be resolved and a new pre-entry form must be completed before reentering. The employee outside the space will monitor this change in condition.
9. In any situation where their use may endanger the worker, hoisting devices or harnessing equipment may be discontinued.
10. Employees working in confined spaces which have or contained substances corrosive to the skin, or substances which can be absorbed through the skin, shall be required to wear the appropriate protective clothing or devices.

PART 16: LABORATORY SAFETY

- Laboratory personnel shall be aware of hazards to themselves and to others that exist as a result of working in a laboratory.
- Smoking, eating or drinking in the laboratory shall be prohibited.
- Mouth pipetting or use of pipetting aspirators, aids or devices shall be prohibited.
- Protective clothing appropriate to the task shall be worn at all times when working in the laboratory. This may include gloves, goggles, face shields, or explosion shields.
- To prevent exposure of others to contaminants, protective clothing should not be worn outside of the

laboratory.

- Laboratory workers shall wash their hands thoroughly with an appropriate cleanser or antiseptic after handling chemicals, reagents, solvents, biological samples, lab specimens, lab instruments or equipment.
- Laboratory workers shall observe laboratory or manufacturer's guidelines for the safe use of hot plates, ovens, furnaces, Bunsen or other gas burners, incinerators and steam sterilizes.
- Tongs or thermal protective gloves should be worn when handling hot objects.
- Safe storage and handling of compressed gases and chemicals shall be observed. Laboratory personnel shall be familiar with the procedures for the use of drench showers and eyewash stations, and for assisting others in need of these devices.

Biological Hazards

- Laboratory workers shall be familiar with and observe the laboratory biohazard safety procedures to prevent exposure to biological hazards associated with human and animal specimens, water and wastewater.

Chemical Hazards

- Laboratory workers shall be familiar with and observe the laboratory procedures for the safe storage and handling of chemicals, reagents, and solvents.
- Laboratory workers shall be familiar with and observe the laboratory procedures regarding electrical and mechanical hazards associated with laboratory instruments or equipment.
- Laboratory workers shall be familiar with and observe laboratory procedures for the prevention of exposure to hazardous radiation.

PART 17: PERSONAL HYGIENE

- Personal hygiene is important for worker health and safety. Employees who pay attention to personal hygiene can prevent the spread of germs and disease.
- Check personal protective equipment often for excessive contamination, wear, tears, and cuts. Clean, decontaminate or replace protective equipment frequently to make sure it does not collect or absorb irritants. If it becomes too soiled for cleaning, replace it with clean equipment.
- Basic hand washing with water and soap helps remove germs, contaminants and chemicals. Employees should periodically wash their hands during the day. Hand washing is important before and after using the restroom. Employees should wash their hands before they take breaks to eat or drink. To control the spread of germs that can cause the flu or common cold, employees should wash their hands whenever they cough, sneeze or blow their noses.
- To wash hands with a hand sanitizer, apply the appropriate amount of sanitizer into the palm of the hand covering all surfaces of the hands, and then rub hands together until they are dry.
- Showering and face washing after work is also a good idea.

PART 18: TRAFFIC CONTROL

A Traffic Control Work Area Plan outlining proper procedures for traffic control shall be set up by individual departments. Every City employee involved with work in or near traffic shall be familiar with the best type of traffic control for the situation. Traffic control shall follow the requirements as outlined in the "Manual on Uniform Traffic Control Devices".

- The work area shall be surrounded adequately by barricades and workers should remain within the

protected area and use caution when leaving the area. Work site crews shall wear approved safety vests and clothing.

- Give drivers time to act responsively.
- Traffic must be clearly directed around the work area. Lane signs shall be posted well in advance to give motorists ample time to change lanes.
- Give drivers' early warning in congested areas or where the roadwork is obstructed from view
- Warning signs and barricading devices must meet visibility standards and kept clean.
- Do not confuse drivers with contradictory signs or markings.
- Maintain credibility with drivers by doing what your signs say.

Part 19: Ultraviolet Protection

Ultraviolet Radiation (UVR) is invisible light energy from the sun. Cumulative and acute exposure to UVR can damage human skin and eyes.

Sun Safety is the development and practice of positive health habits to reduce exposure to UVR and protect the skin and eyes from sunburn and permanent damage.

Skin Cancer is the most commonly diagnosed *preventable* cancer in the United States. There are three types of skin cancer: basal cell carcinomas, squamous cell carcinomas, and melanoma. Melanoma is the most serious form of skin cancer and is responsible for 9,000 deaths each year. 90% of melanomas' are estimated to be caused by over exposure to UVR.

The risk for skin cancer can be greatly reduced when certain precautions are practiced. The following preventative measures are recommended.

- For all outdoor labor occurring on sunny days-especially between the hours of 10:00 AM and 3:00 P.M.-staff will be encouraged to:
 - a. Wear full-body coverage clothing that include a hat and long sleeved shirt and full length pants made of a lightweight material.
 - b. Work in shaded areas when possible.
- Wear sunglasses that protect from 100% of UVA and UVB light.
- Wear broad-spectrum sunscreen and lip balm with a minimum of SPF 15+.
- Monitor the UV index daily and take more sun safety precautions on days with higher UV index values. <https://www.epa.gov/enviro/uv-index-search>

Part 20: Blood borne Pathogens and Infection Control

Unfortunately, exposure to communicable diseases is an occupational hazard that may occur while performing many tasks. The following are both preventative and post exposure steps to take prior to and after an exposure.

Preventative Measures

- Every citizen contact where contact to blood or bodily fluid is likely shall be regarded as potentially infectious. The appropriate blood borne pathogens universal precautions should be taken in these cases, including the use of gloves, mask, eye protection, gowns, etc. as indicated below:

- Gloves must always be worn.
- Eye protection is necessary whenever droplets, sprays, splatter or splashes may occur. If splashing may occur or if dried, caked blood is present wear eye, nose and mouth protection such as a surgical mask and safety glasses.
- Other conditions may dictate more protection: such as a gown, shoe covers, apron, face shield if there is a greater splash or contact risk.
- Remove PPE: Remove PPE in this order to prevent contaminating yourself: First, remove the gown/apron/shoe covers if used, then gloves, followed by eyes/nose/mouth protection. Place all used PPE into a trash bag and place in the dumpster for disposal.
- Wash your hands immediately after removing the gloves or use hand sanitizer. If using hand sanitizer, wash your hands as soon as possible

Time is critical with blood borne pathogens exposures. When in doubt, report the exposure right away to your supervisor and seek guidance. If your supervisor is not available, SEEK MEDICAL ATTENTION IMMEDIATELY.

A significant blood borne exposure is an occupational risk exposure to blood or potentially infectious body fluid by:

1. needle stick, puncture or cut by an object through the skin;
2. direct contact of mucous membrane (eyes, mouth, nasal, etc.);
3. exposure of broken skin to blood or other potentially infectious body *fluids* such as:
 - semen
 - vaginal secretions
 - any body fluid visibly contaminated with blood
 - human tissues (including dental extractions)

If a Significant Exposure Occurs:

Employee's Immediate Responsibility

- Apply appropriate first aid as needed
- Needle-sticks, cuts and skin exposures should be washed with soap and water. (Do NOT use bleach)
- Splashes to the nose, mouth, or skin should be flushed with water. Splashes to the eyes should be irrigated with sterile irrigates, saline or clean water.
- If your supervisor is not available, SEEK MEDICAL ATTENTION IMMEDIATELY
- Report the exposure to your supervisor right away.
- Obtain information about the source or protect the source from disposal or destruction. If the source is a person, try to obtain the name and contact information for the source. If the source is an object or other non-human source, protect it so it can be collected and tested. Consideration should be communicated to the Medical Provider for obtaining source patient blood samples or testing non-human sources.
- Complete a First Report of Injury and an Employee Accident Report for all blood borne pathogen exposures. These forms must be completed and filed with the Human Resources Office or City Manager's Office within 48 hours of the exposure/incident. If testing is declined by either the employee or the source, this should also be reported.
- Complete follow-up testing as required by current guidelines suggested by the healthcare provider and the worker's compensation carrier.

Supervisor's Immediate Responsibility

- Without Delay – If a significant blood borne exposure has occurred, get the exposed individual to the nearest Emergency Room for evaluation. Supervisor should call the emergency room and inform them that they are sending an employee to the emergency room for evaluation and follow-up to a blood borne exposure.
- Testing the employee and the source is strongly recommended when a high-risk exposure has occurred. The employee has the right to request or decline testing. The source fluid/object should be collected (if possible) for testing. If the source is a person, they cannot be tested without consent, except under the circumstances described in SDCL 23A-35B (laws dealing with sexual assault and exposure to law enforcement personnel). The exposure to the employee should be explained to the source and testing of the source requested. If either the employee or the source decline testing, document this action. Obtain signatures if possible of the person declining.
- Ensure that the employee complete any follow up testing required per current guidelines as suggested by the healthcare provider.

**Know what you are going to do before an exposure occurs.



WHAT TO DO IF YOU'RE INJURED AT WORK

EMPLOYEE'S RESPONSIBILITIES

*Read and review the City of Yankton Employee Safety Manual.
Follow the manual at all times to make safety your highest priority.*

1

Report the injury to your supervisor.

2

Fill out a First Report of Injury as soon as possible in the Human Resources Department, if Human Resources is unavailable, report to the City Manager's Office.

First report of injury must be reported within three business days of the injury.

3

While completing the First Report of Injury, you will be given information on contacting the Rehab Associates triage nurse regarding medical care for your injury.

Rehab Associates triage nurse contact number: 1-877-899-9112

4

Decide whether you want care for your injury.

If you are uncertain about seeking care, or have questions about care for the injury, call the Rehab Associates triage nurse (provided in line 3). All injuries involving non-emergency care should contact the Rehab Associates (RA) triage nurse before seeking medical care, and they will assist you with coordinating the medical care.

5

If seeking care, schedule your appointment with the provider at a time agreed upon by you and your supervisor.

If you are not seeking care, move to step #9

6

When you are at your appointment, make sure you indicate this is a work injury.





WHAT TO DO IF YOU'RE INJURED AT WORK

EMPLOYEE'S RESPONSIBILITIES

7

Ask the provider for documentation regarding whether, and when, you can return to work.

Documentation must also include follow up instructions and what restrictions you may or may not have upon returning to work.

8

Upon returning to work, provide your return to work order to Human Resources who will share it with your supervisor.

Within a few days, Claims Associates will contact you. Claims Associates will also notify the City of your opened claim and the adjuster assigned to you. The City will be in contact with the adjuster throughout the process of your claim.

9

Upon returning to work, your supervisor or department head will fill out the Supervisor Accident Investigation form with you.

This form may help in preventing future injury from occurring. The completed form will be sent to Human Resources as well as the Workman's Compensation Claim Adjustor assigned to your injury.

10

You are responsible to keep your supervisor informed of your claim and recovery progress. You are also responsible to communicate with your supervisor and your workers compensation claim adjuster if you have any problems or concerns throughout your claim.

Follow up appointments with care providers should be scheduled at a time agreed upon by you and your supervisor. If appointments are made without supervisor approval, you may be asked to reschedule your appointment. Appointments should take place during your regularly scheduled working hours. When possible, City vehicles should be used to travel to appointments.

HELPFUL REMINDERS:

- Use common sense! For emergencies, call 911 or get to the hospital as soon as possible.
 - Follow your department procedures when it comes to safety injury on the job. If you do not know what they are, ask!
- There may be more requirements spelled out in a department handbook or guide that are not listed here.

Attachment #2
Safety Inspection Guide
City of Yankton

Persons Completing Inspection	Name of Building and Address	Date:

Building Exterior <ul style="list-style-type: none"> ○ Is the Building address or identification clearly visible? ○ Are exterior lights in working order? ○ Does the building appear to be in good repair? ○ Are sidewalks and paved areas free from tripping hazards? ○ Are the fencing and gates in good condition? ○ Are handrails and guard rails in good condition? ○ Are combustible materials stored away from the building? ○ Are sprinkler/standpipe connections accessible? ○ Are exits onto public streets free from visibility obstructions? 	Comments
--	-----------------

General Working Environment <ul style="list-style-type: none"> ○ Is work area well lit? ○ Is ventilation adequate? 	Comments
---	-----------------

Housekeeping <ul style="list-style-type: none"> ○ Is the workplace clean and orderly? ○ Are floors clear and aisles, hallways, stairwells and exits unobstructed? ○ Are entrance mats clean and undamaged? ○ Are trash containers emptied on a regular basis? ○ Are restrooms and eating areas clean? ○ Are pits and floor openings covered or guarded? ○ Stored material is neatly organized, stacked and stable? ○ Interior handrails are installed and securely attached to the wall? 	Comments
---	-----------------

Emergency Equipment <ul style="list-style-type: none"> ○ Emergency lighting and exit lighting is operational? ○ Yearly fire extinguisher inspection tags are up to date? ○ Exits are unlocked and operational? ○ First aid kits are adequately stocked and readily available? ○ Fire/smoke alarms are in working order? ○ Chemical leak detectors/alarms are functioning properly? ○ Self-contained breathing apparatus is available and in working order? ○ Fire sprinkler/suppression systems are tested on a yearly basis and documented? ○ Emergency generators are in working order and tested? 	Comments
--	-----------------

Signs <ul style="list-style-type: none"> ○ Emergency phone numbers are posted? ○ Electrical panels, breaker boxes or other enclosures are identified? ○ MSDS's are readily available? ○ Crane capacities are posted? ○ Floor load capacities are posted where applicable? 	Comments
Personal Protective Equipment <ul style="list-style-type: none"> ○ Hard hats are being used where required? ○ Goggles and/or face shields are provided and being used where required? ○ Hearing protection is provided and used where sound levels could exceed 85 decibels? ○ Respirators are available where needed? ○ Protective equipment is maintained in a sanitary condition and is ready to use? 	Comments
Office Areas <ul style="list-style-type: none"> ○ Desk and file drawers are kept closed when not in use? ○ File cabinets storage cabinets, bookshelves and items over 5 feet in height are properly anchored? ○ Extension cords, phone cords and cables are properly routed or covered to avoid trip and fall hazards? ○ Chairs/tables/desks are in good condition? 	Comments
Electrical <ul style="list-style-type: none"> ○ Wiring insulation is not frayed or exposing bare wires? ○ Electrical switches, switch plates and receptacles are not cracked, broken or have exposed contacts? ○ Electrical panels are secured? ○ 36-inch clearance is maintained for electrical panels? ○ GFCI outlets are in use where they are required? 	Comments
Flammable Materials/Compressed Gases <ul style="list-style-type: none"> ○ Flammable liquids are kept in sealed containers when not in use? ○ Flammables are stored inside approved containers? ○ Appropriate fire extinguishers are placed where required? ○ Cylinders are labeled clearly to identify the contents and are kept away from heat sources? 	Comments
Tools, Equipment and Machinery <ul style="list-style-type: none"> ○ Cords and plugs on electrical tools and extension cords are in good condition? ○ Tools and machinery are equipped with proper safety guards? ○ Emergency stops on machines are identified and in working order? ○ Material handling vehicles (Forklift, backhoe, skid steer, etc.) are in safe working order? ○ Slings, ropes, chains, straps, etc. have been inspected and are in safe working order? ○ Boilers have been inspected and have current documentation? ○ Portable electric heaters have at least 3 feet of clearance from combustible materials 	Comments

Attachment #3

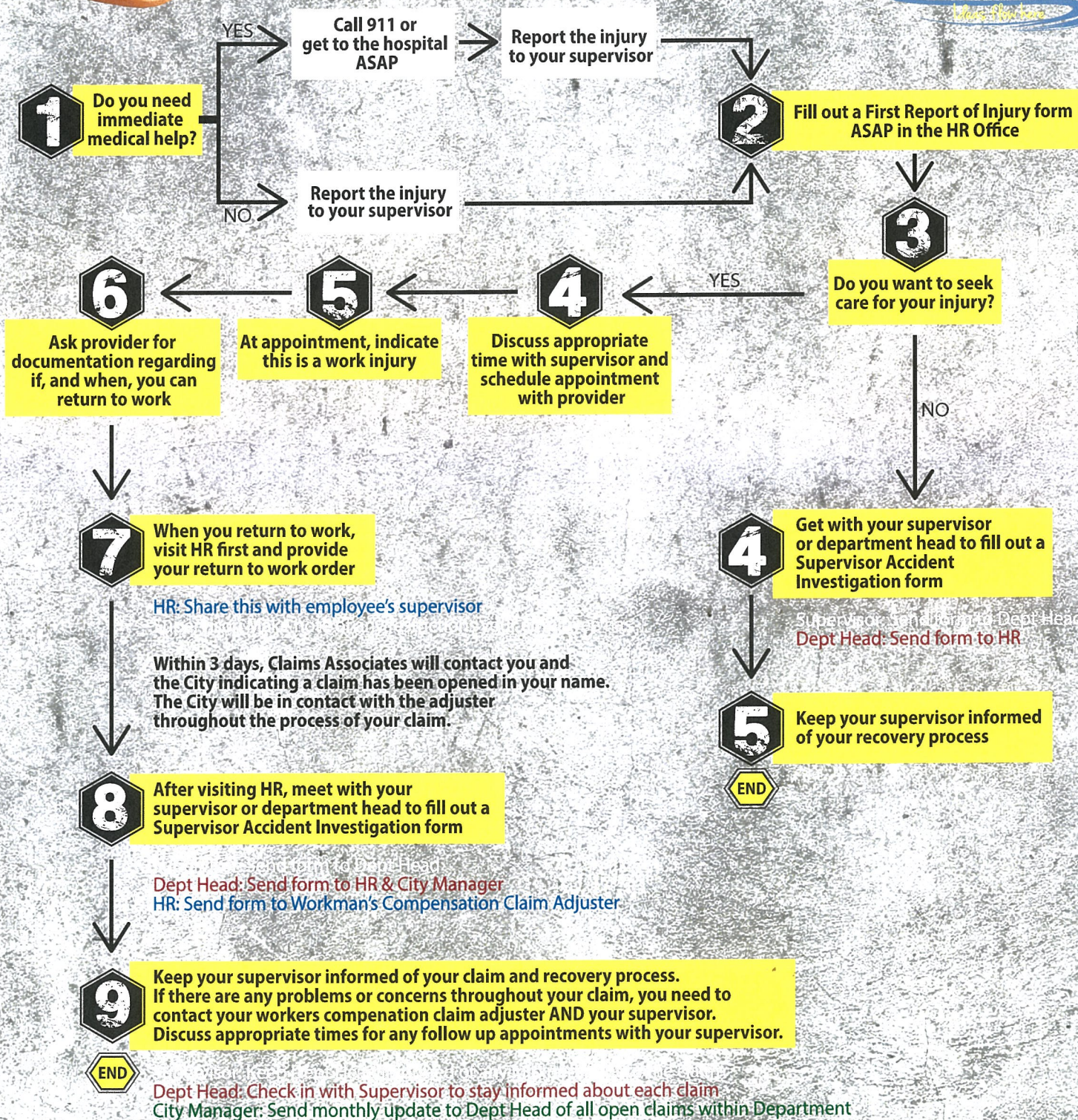
Park Safety Inspection Guide

City of Yankton

Inspector	Name of Building, Address	Date:
Park Grounds <ul style="list-style-type: none"> ○ Are sidewalks free of trip hazards? ○ Are signs in good condition? ○ Are railings in good condition? ○ Is the park clean? ○ Are garbage cans available and emptied regularly? ○ Are trees pruned to avoid low limbs and dangerous hangers? ○ Are benches and picnic tables in good condition? ○ Do the drinking fountains work? ○ Is the overall appearance of the park good? 		Comments
Bathrooms <ul style="list-style-type: none"> ○ Is the exterior in good repair? ○ Is the roof in good condition? ○ Does the ventilation work? ○ Is the area well lit? ○ Do the exterior lights work? ○ Are bathrooms clean and free of trip hazards? ○ Are garbage cans emptied regularly? ○ Do sinks and toilets work? 		
Shelters <ul style="list-style-type: none"> ○ Is the structure in good repair? ○ Is the roof in good condition? ○ Is the concrete free of cracks and tripping hazards? ○ Are Picnic tables in good condition? ○ Is the area free of inappropriate graffiti? ○ Is the shelter wheelchair accessible? 		
Playgrounds/Playing Fields <ul style="list-style-type: none"> ○ Is the playground equipment in good condition? ○ Are the fences in good condition? ○ Are benches in good condition? ○ Is the area free of trip hazards? ○ Is the equipment free of sharp corners and hardware? ○ Are there any safety concerns? 		



WHAT TO DO IF YOU'RE INJURED AT WORK



ACKNOWLEDGMENT

- I understand safety is a priority for the City of Yankton.
- I acknowledge that this manual includes guidelines for basic safety measures recommended to be utilized in the performance of my duties.
- I understand that this is not a complete list of safety procedures.
- I understand that this manual is not a replacement for thorough and complete reading and understanding of operator and maintenance manuals, safety instructions and safety signs on equipment and machines that I operate.
- I understand basic safety measures such as inspecting equipment to make sure that it is in good working condition.
- I understand my department may have additional manuals, policies and procedures that are applicable to my job performance.
- I understand that performing my job duties as safely as possible is my responsibility.
- I also understand that the measures described herein are best practices and may not be appropriate in all circumstances.
- I understand that I am also required to use sound judgment in the performance of my duties and I will implement additional measures to ensure my safety and the safety of others while performing my duties.
- I will report safety concerns to my supervisor.
- I will request the proper safety equipment from my supervisor that is necessary to perform my duties.
- I understand that the City of Yankton has a Safety Program and Safety Committee.

STATEMENT OF RECEIPT AND INSPECTION

I hereby acknowledge receipt of one copy of the Employee Safety Manual. It is my responsibility to read and ask questions regarding the policies and procedures contained in the Employee Safety Manual. I also understand that it is my responsibility to follow the Employee Safety Manual.

Printed Name: _____

Signature: _____

Date: _____

Memorandum #19-233

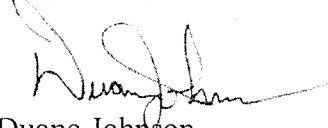
To: Amy Leon, City Manager
From: Duane Johnson, Information & Technology Services Director
Subject: Police and Dispatch Phone System
Date: November 5, 2019

Police, Dispatch, Sheriff's Office and Jail share a common phone system at the Safety Center. The phone system was installed when the new addition was constructed. The current system was past end of life and replacement phones and parts were difficult to source. After meeting with Yankton County officials, we looked at various options for replacing the phone system. One of the limiting factors is the wiring in the building. A large number of modern phone systems use Cat 5 network cabling vs. four wire phone cabling. Re-cabling the building for Cat 5 made any significant change in technology cost prohibitive.

After examining the options, a system compatible with the current building infrastructure was chosen. The total project cost including change orders was \$23,343.89. The City's share of the replacement based on pro rata share of lines and the purchase of new handsets and sidecars.

As discussed previously this is an unbudgeted item. The project cost is \$6,773.23 in police 101.111.350 and \$3,082.73 in dispatch 208.208.350 (\$9,855.96 total). The project will be paid for by either unspent funds in the respective department or will require a supplement. The supplement could be funded from carryover or from additional sales tax revenue for 2019.

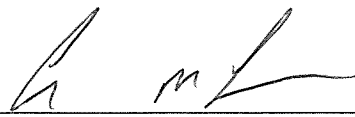
Respectfully submitted,


 Duane Johnson
 Information & Technology Services Director

Recommendation: It is recommended that the City Commission approve the phone system replacement expenditure with the funds coming from either unused funds in the department's budget or a budget supplement.

I concur with this recommendation.

I do not concur with this recommendation.



 Amy Leon, City Manager

_____ Roll call

RESOLUTION #19-65

Phone System Replacement

WHEREAS, the City of Yankton has identified the need to replace the phone system for police and dispatch in cooperation with Yankton County, and

WHEREAS, the City of Yankton proposes to split the cost of the replacement with the County based on the respective number of phone lines, then

NOW, THEREFORE BE IT RESOLVED, that the Yankton City Commission duly authorizes the execution of the purchase of the phone system, and

BE IT FURTHER RESOLVED, that the City Manager be authorized to execute the contract documents for the proposed phone project with the funds to be supplemented to the respective department in 2019 as required.

Adopted: November 12, 2019

Nathan V. Johnson, Mayor

ATTEST:

Al Viereck, Finance Officer

YANKTON COUNTY

INVOICE

DATE: November 4, 2019

321 W 3rd St., Suite 100
YANKTON, SD 57078
Phone 605-260-4400 ext 0

For: City of Yankton

DESCRIPTION	AMOUNT
Yankton Safety Center Phone System	
289.00 x 22 lines	6,358.00
177.75 x 4 Sidecars	711.00
348.37 x 8 Phone Sets	2,786.96
SUBTOTAL	\$ 9,855.96
TAX RATE	
SALES TAX	-
OTHER	-
TOTAL	\$ 9,855.96

If you have any questions, contact

Patty Hojem, County Auditor
605-260-4400 ext 0
patty@co.yankton.sd.us

THANK YOU

TRED-MARK COMMUNICATIONS

A Division of:
Tred-Mark Financial, Inc.

Tred-Mark Communications

Phone: (402) 597-3333
Fax: 402-597-3577
14775 Grover St
Omaha, NE 68144

Quote

No.: **18864**

Date: 12/13/2018

Prepared for:

Yankton County Sheriff's Office
410 Walnut
Yankton, SD U.S.A.

Ship To:

Yankton County Sheriff's Office
410 Walnut
Yankton, SD U.S.A.

Prepared By	Account No.	Account Phone	Account Fax	Job
Tony Javorsky	5393	(605) 668-5249		

Quantity	Part Number	Description	UOM
1	700476005	System Module IP500 V2 Control Unit	
1	700479710	System Module IP500 V2 System SD Card MU-LAW	
1	700289770	System Module Power Lead (Earthed) US	
2	700511094	System Module IP Office 500 Digital Station Expansion 30B RJ45	
2	700417330	System Module IP500 Digital Extension 8-Port	
1	700503164	System Module IP500 V2 Trunk Analog 4U	
1	700417231	System Module IP500 Analog Phone 8 Base Card	
1	700504031	System Module IP500 MC VCM 32 V2	
1	700417439	System Module IP500 Trunk PRI Universal Single	
3	700429202	Rack Mount Kit for Control Unit IP500	
8	383091	AVAYA IP OFFICE R10 T1 ADDITIONAL 2CHANNELS PLDS	
1	383125	IP OFFICE R10 ESSENTIAL EDITION LIC:DS LICENSE ONLY	
1	383127	IP OFFICE R10 ESSENTIAL EDITION EMBEDDED VM 2CHANNELS PLDS LIC:CU LICENSE ONLY	
0	700504842	Telephone 9508 Digital Telset For IPO Icon Product Black	
2	700510913	Telephone 9508 Digital Telset For IPO Icon Product Black (4-Pack)	
4	700462518	9600 SBM24 BUTTON MOD GRY	
8.00	Portal to Portal	Labor Drive Time	
16.00	System Tech	Telephone System Technician Labor	
340.00	Mileage	Mileage	
2	Per Diem	Per Diem (Food, Lodging)	
2.00	Travel Lodging	Travel Lodging Expense	

Quote

No.: **18864**

Date: 12/13/2018

Quantity	Part Number	Description	UOM
1.00	Labor Bid-Quote	Professional Services	

Your Price: \$18,058.64

Total: \$18,058.64

Prices are firm until 3/13/2019 Terms: Due Upon Receipt

Prepared by: Tony Javorsky, tjavorsky@tred-mark.com

Date: 12/13/2018

Complete replacement of IP Office VI to VII solution. Includes 13 phones and 5 DSS modules, this is a complete system ready to install and be operational with minimal down time. System would be upgraded and programmed in our office to reduce downtime. All of the cards and the expansion cabinets would become spares for the newly installed system.

Accepted by: *James C. Vlahakis*

Date: 03-20-19

Disclaimer

Terms and Conditions: For purchases in excess of \$2,000.00 (two thousand dollars) a 50% down payment will be required to begin the ordering process for any equipment needed to complete the work, unless otherwise negotiated. For multi-month engagements, billing will be based on completed components. Net balance to be paid in full upon receipt of invoice. Tred-Mark Communications may obtain credit information prior to acceptance of this agreement. Cancellation of equipment and or order may be subject to a restocking fee of 25%. Furthermore any unpaid invoices over 30 (thirty) days past due will be assessed a 1.5% per month (18% per annum) late fee. Tred-Mark will remain sole owner of and reserves the right to access premises and reclaim all equipment listed in this quote, affixed and/or otherwise to said property of Client (referred to as Company) upon failure to comply with this agreement. Any changes outside the parameters of this quotation will be billed at our normal Time & Material rates. A trip / vehicle maintenance fee will be added to each order. If travel outside of Omaha is required travel and living expenses will be billed at actual living expenses and \$1.00 per mile, plus travel time. Actual shipping and handling charges will be added to all orders of non-stock items. Signature constitutes a purchase agreement between Tred-Mark and Company and that you are authorized to purchase listed equipment and services at the quoted price and has read and understand the terms and conditions of this quote herein.

TRED-MARK COMMUNICATIONS

A Division of:
Tred-Mark Financial, Inc.

Invoice

Number: **69286**

Date: 6/25/2019

14775 Grover St
Omaha, NE 68144
Phone: (402) 597-3333 Fax: 402-597-3577

Bill-To:

**Yankton County Sheriff Dept
410 Walnut Street
Suite 104
Yankton, SD 57078 USA**

Job Location:

Yankton County Sheriff Dept
410 Walnut Street
Suite 104
Yankton, SD 57078 USA

Acct. No.	Customer PO	Reference	Sales Rep	Terms
5393		54629	Tony Javorsky	Due Upon Receipt

Work Performed:

05/22/2019 08:00 AM by Tony Javorsky : Set up and upgrade system
06/11/2019 09:00 AM by Tony Javorsky : Drive to site
06/12/2019 05:00 PM by Tony Javorsky : drive Omaha

Once on site we added another DSS module for a total of 8
and the few extra items noted below:

Please add below to the Invoice:

- NOTES TO JIM: -- original quote was \$18,058.64
- ** \$ 3,832.07 - Added 11 telephones from the original quote @ 348.37
- ** \$ 711.00 - Added 4 side cars and their components @ 177.75
- ** \$ 100.43 - Added shipping
- ** \$ 65.12 - Added 8 Couplers to connect the old wiring to the Side Cars @ 8.14
- ** \$ 17.85 - Added 5 10' patch cords to connect @ 3.57
- ** \$ 6.12 - Needed 3 ground lugs @ 2.04
- ** \$ 300.00 - Added 4 extra hours of labor for more than doubling the telephones and side cars

So TOTAL over original bid is: \$5,032.59

TOTAL INVOICE: \$23,343.89 minus down payment

	Item Total:	\$14,313.89
Invoice total	Total Amount Due:	\$14,313.89

Thank you for your business. Payment Terms are Net due upon receipt of Invoice. Please pay from this invoice as no additional billing statement will be sent. Customer will be responsible for all collection and service charge fees resulting from past due Invoices.

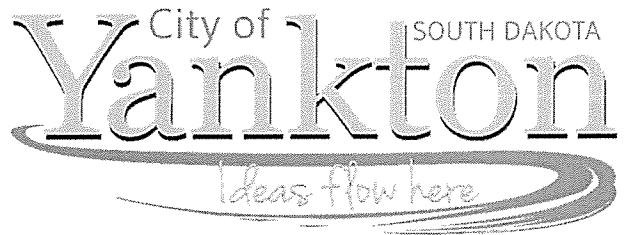
FEIN 81-4497781

CITY OF YANKTON

PO Box 176

Yankton, SD 57078

(605) 668-5243



Purchase Order Voucher

TO: YANKTON COUNTY AUDITOR 321 W 3RD STREET SUITE 100 YANKTON, SD 57078 <input type="checkbox"/> Change of Address	DATE	11/5/2019
	DESCRIPTION	
	CONTRACT NO.	
	VENDOR NO.	6223
	INVOICE NO.	
	P.O. NO.	190023

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

Original Order

Partial Payment No.

Confirmation

Complete

PROJECT NO.	
(Purchase Authorized By)	

Account #	QTY	Item	Unit Price	Total Price
101.111.350	18	Phone Lines (System Cost)	\$289.00	\$5,202.00
101.111.350	1	Sidecar	\$177.75	\$177.75
101.111.350	4	Phone Sets	\$348.37	\$1,393.48
208.208.350	4	Phone Lines (System Cost)	\$289.00	\$1,156.00
208.208.350	3	Sidecar	\$177.75	\$533.25
208.208.350	4	Phone Sets	\$348.37	\$1,393.48
TOTAL				\$9,855.96

Finance Use Only: <i>OK-JL</i> Checked Extension _____ Checked To Bid _____	I certify that the above material and or services have been received and payment is: <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved (reason) _____ <div style="display: flex; justify-content: space-between;"> _____ (Authorized Municipal Official) 11/5/2019 (Date) </div>
---	--

Memorandum #19-234

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Change Order Number 1, Final Project Acceptance and Final Payment for the 21st Street Reconstruction from Broadway Avenue to Douglas Avenue
Date: November 5, 2019

The 21st Street reconstruction project from Broadway Avenue to Douglas Avenue is ready to be accepted.

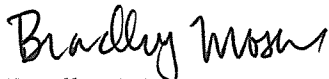
The scope of the project included replacing the concrete road with a new 8" PCC surface. Curb and gutter, side street intersections and approach pavements were also replaced during the construction.

As is typical on most projects, there were some modifications in design and changes in quantities, during the construction process.

As you can see from the attached Change Order No. 1, the changes in quantities resulted in a net decrease of \$801.97. This adjusted the construction cost from \$980,459.85 to \$979,657.88. Since the project was not completed by the contract deadline, there were also liquidated damages assessed. The calculated damages were 17 days at a rate of \$1,250.00/day. Thusly, the total damages charged to the contractor were \$21,250.00.

City staff has reviewed the project, the change order and the final pay request. We recommend that Change Order No. 1 be approved, that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$164,658.23, to Masonry Components, Inc., based on the attached final pay request.

Respectfully submitted,

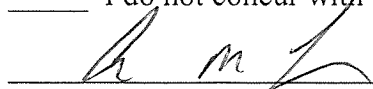


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Change Order No. 1, accept the completed reconstruction on 21st Street, and authorize the Finance Officer to issue a manual check to Masonry Components, Inc., in the amount of \$164,658.23, as detailed in Memorandum #19-234.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

cc: Adam Habeman (electronic)
file
____ Roll call

CITY OF YANKTON
PROGRESS ESTIMATE

CONTRACTOR: Masonry Components, Inc.
PROJECT NO: 2019-005
DESCRIPTION: 21ST STREET (BROADWAY TO DOUGLAS)

PROGRESS EST. NO: 4
PERIOD: 8-17-19 to 9-24-19

DATE OF CONTRACT: 04/24/2019	CONTRACT PERIOD: August 14th completion	PREVIOUS PAYMENTS AUTHORIZED:
AMOUNT OF CONTRACT AS AWARDED: \$980,459.85		EST. PAYMENTS AUTH.
CHANGE ORDERS:	% OF TIME USED: 147%	#1 \$211,719.62
#1 \$ (801.97)		#2 \$180,322.47
#2	% COMPLETED: 99%	#3 \$422,957.56
#3		#4
TOTAL CHANGE ORDERS: (\$801.97)		
TOTAL AMENDED CONTRACT AMOUNT: \$979,657.89	TOTAL PREVIOUS PAYMENTS AUTHORIZED	\$814,999.65

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED	TOTAL AMOUNT
REMOVALS AND GRADING						
1	MOBILIZATION	1	LS	\$55,000.00	1.0	\$55,000.00
2	SAW EXISTING CONCRETE	250	LF	\$8.40	250.0	\$2,100.00
3	SAW EXISTING ASPHALT	240	LF	\$3.15	231.0	\$727.65
4	REMOVAL OF CONCRETE PAVEMENT	2966	SY	\$4.20	2966.0	\$12,457.20
5	REMOVAL OF ASPHALT PAVEMENT	4662	SY	\$2.10	4662.0	\$9,790.20
6	REMOVAL OF CURB & GUTTER	2967	LF	\$3.15	2967.0	\$9,348.05
7	INCIDENTAL	1	LS	\$787.00	1.0	\$787.00
8	UNCLASSIFIED EXCAVATION	1	LS	\$28,875.00	1.0	\$28,875.00
9	UNDERCUTTING	250	CY	\$5.25	0.0	\$0.00
10	TOPSOIL	1	LS	\$2,362.00	1.0	\$2,362.00
11	WATER FOR EMBANKMENT OR GRANULAR MATERIAL EROSION CONTROL	100	KGAL	\$15.75	5.0	\$78.75
12	SEEDING, MULCHING, FERTILIZER	1	LS	\$6,300.00	1.0	\$6,300.00
13	VEHICLE TRACKING CONTROL	3	EA	\$341.00	0.0	\$0.00
14	INLET SEDIMENT CONTROL	10	EA	\$89.25	10.0	\$892.50
15	SILT FENCE	200	LF	\$3.40	0.0	\$0.00
16	GEOTEXTILE FABRIC WATER MAIN	2000	SY	\$2.10	200.0	\$420.00
17	16" PVC WATER MAIN C-905	1420	LF	\$53.85	1420.0	\$76,467.00
18	8" PVC WATER MAIN C-900	20	LF	\$30.50	15.0	\$457.50
19	6" PVC WATER MAIN C-900	500	LF	\$25.20	467.0	\$11,768.40
20	1" COPPER SERVICE LINE	100	LF	\$24.40	90.0	\$2,196.00
21	16" MJ GATE VALVE W/BOX	5	EA	\$7,003.00	5.0	\$35,015.00
22	8" MJ GATE VALVE W/BOX	1	EA	\$1,439.00	1.0	\$1,439.00
23	6" MJ GATE VALVE W/BOX	12	EA	\$1,050.00	12.0	\$12,600.00
24	16"X16"X6" TEE	6	EA	\$1,150.00	6.0	\$6,900.00
25	6"X6"X6" TEE	4	EA	\$394.00	4.0	\$1,576.00
26	16"X6" Cross	1	EA	\$1,245.00	1.0	\$1,245.00
27	16" MJ 45 DEGREE BEND	7	EA	\$1,239.00	2.0	\$2,478.00
28	6" MJ 45 DEGREE BEND	12	EA	\$315.00	12.0	\$3,780.00
29	16" MJ SLEEVE	2	EA	\$856.00	1.0	\$856.00
30	8" MJ SLEEVE	1	EA	\$394.00	0.0	\$0.00
31	6" MJ OVERSIZED SLEEVE	7	EA	\$352.00	7.0	\$2,464.00
32	6" MJ CAP	5	EA	\$194.25	1.0	\$194.25
33	16" MEGALUG	34	EA	\$292.00	30.0	\$8,780.00
34	8" MEGALUG	5	EA	\$83.00	7.0	\$441.00
35	6" MEGALUG	80	EA	\$42.00	87.0	\$3,654.00
36	6" FIRE HYDRANT	5	EA	\$3,470.00	5.0	\$17,350.00
37	TEMPORARY FIRE HYDRANT	3	EA	\$394.00	0.0	\$0.00
38	CUT & TIE TO EXISTING MAIN	10	EA	\$1,155.00	10.0	\$11,550.00
39	1" CURB STOP	3	EA	\$472.00	3.0	\$1,416.00
40	WATER SERVICE LINE RECONNECT	4	EA	\$500.00	3.0	\$1,500.00
41	REMOVE FIRE HYDRANT	5	EA	\$126.00	5.0	\$630.00
42	REMOVE EXISTING WATER MAIN	170	LF	\$1.05	170.0	\$178.50
43	REMOVE EXISTING VALVE	15	EA	\$26.25	2.0	\$52.50
44	WATER MAIN BACKFILL MATERIAL SANITARY SEWER	1940	LF	\$4.75	1902.0	\$9,034.50
45	F&I 4' SANITARY SEWER DROP MANHOLE (16')	1	EA	\$5,580.00	1.0	\$5,580.00
46	10" PVC SANITARY SEWER PIPE	60	LF	\$94.50	50.0	\$4,725.00
47	8" PVC SANITARY SEWER PIPE	10	LF	\$76.65	10.0	\$766.50
48	10" SANITARY SEWER WYE	1	EA	\$446.25	1.0	\$446.25
49	10" SANITARY SEWER 90 DEGREE BEND	1	EA	\$325.50	1.0	\$325.50
50	10" SANITARY SEWER 45 DEGREE BEND	1	EA	\$252.00	1.0	\$252.00
51	8" SANITARY SEWER WYE	1	EA	\$189.00	1.0	\$189.00
52	8" SANITARY SEWER 90 DEGREE BEND	1	EA	\$136.50	1.0	\$136.50
53	8" SANITARY SEWER 45 DEGREE BEND	1	EA	\$131.00	1.0	\$131.00
54	10" SANITARY SEWER 22.5 DEGREE BEND	1	EA	\$257.00	1.0	\$257.00
55	SANITARY SEWER BACKFILL MATERIAL	70	LF	\$4.75	50.0	\$237.50
56	REMOVE EXISTING BRICK MANHOLE	2	EA	\$604.00	2.0	\$1,208.00
57	REPLACE & ADJUST SAN. SEWER MH FRAME & LID	5	EA	\$541.00	5.0	\$2,705.00
58	SANITARY SEWER BYPASS STORM SEWER	1	EA	\$787.50	1.0	\$787.50
59	F&I 5'X5' JUNCTION BOX (14' DEEP)	1	EA	\$7,586.00	1.0	\$7,586.00
60	F&I 5'X5' JUNCTION BOX (10' DEEP)	1	EA	\$5,166.00	1.0	\$5,166.00
61	F&I 5'X5' TYPE S INLET W/ TYPE S LID (10')	1	EA	\$5,805.00	1.0	\$5,805.00

62	F&I 5'X5' TYPE S INLET W/ TYPE S LID (6')	1	EA	\$4,326.00	1.0	\$4,326.00
63	F&I 2'X3' TYPE B INLET	13	EA	\$1,811.00	13.0	\$23,543.00
64	F&I 3'X5' TYPE S STORM INLET	1	EA	\$4,310.00	1.0	\$4,310.00
65	F&I 36" RCP - CL III (ROUND)	12	LF	\$105.00	12.0	\$1,260.00
66	F&I 24" RCP - CL III (ROUND)	72	LF	\$63.00	80.0	\$5,040.00
67	F&I 18" RCP - CL III (ROUND)	448	LF	\$54.60	408.0	\$22,276.80
68	STORM SEWER PIPE BEDDING MATERIAL	530	LF	\$5.25	500.0	\$2,625.00
69	CORE EXISTING INLET	1	EA	\$1,155.00	1.0	\$1,155.00
70	ADJUST EXISTING TYPE S LID	1	EA	\$210.00	2.0	\$420.00
71	REMOVE EXISTING STORM SEWER MANHOLE (14")	1	EA	\$577.00	1.0	\$577.00
72	REMOVE EXISTING 4'X6' CONCRETE BLOCK JB	1	EA	\$577.00	1.0	\$577.00
73	REMOVE TYPE B INLET	5	EA	\$236.00	5.0	\$1,180.00
74	REMOVE EXISTING 18" RCP	44	LF	\$12.60	44.0	\$554.40
75	REMOVE EXISTING 15" RCP	216	LF	\$7.35	216.0	\$1,587.60
	TRAFFIC CONTROL					
76	TRAFFIC CONTROL	3042	UNITS	\$2.65	3042.0	\$8,061.30
77	TRAFFIC CONTROL MISCELLANEOUS SURFACING	1	LS	\$4,105.00	1.0	\$4,105.00
78	8" PCC PAVEMENT	5982	SY	\$45.00	6005.0	\$270,225.00
79	6" PCC PAVEMENT	550	SY	\$37.80	520.0	\$19,656.00
80	INSERT STEEL BARS IN PCC PAVEMENT	86	EA	\$15.00	86.0	\$1,290.00
81	8" PCCP FILLET SECTION	1605	SF	\$13.00	1605.0	\$20,865.00
82	8" VALLEY GUTTER SECTION	744	SF	\$10.00	744.0	\$7,440.00
83	6" APPROACH PAVEMENT	1954	SF	\$8.00	2056.0	\$16,448.00
84	6" SIDEWALK	6410	SF	\$6.50	6549.0	\$42,568.50
85	DETECTABLE WARNING PANEL	196	SF	\$35.00	208.0	\$7,280.00
86	RETAINING WALL SDDOT TYPE C	286	SF	\$65.00	250.0	\$16,250.00
87	CONCRETE CURB & GUTTER (B&B)	2486	LF	\$18.00	2535.0	\$45,630.00
88	CONCRETE CURB & GUTTER (B&B)	300	LF	\$24.00	285.0	\$6,840.00
89	12" AGGREGATE BASE COURSE	7975	SY	\$5.25	7879.0	\$41,364.75

NEW ITEMS

90	F&I 4'x4' JUNCTION BOX (12' DEEP)	0	EA	\$5,750.00	1.0	\$5,750.00
91	SANITARY SEWER ENCASEMENT	0	EA	\$920.00	1.0	\$920.00
92	8" MJ 45 DEGREE BEND	0	EA	\$489.00	2.0	\$978.00
93	16"x16"x8" MJ TEE	0	EA	\$1,380.00	1.0	\$1,380.00
94	CAP/PLUG EXISTING WATER MAIN	0	EA	\$690.00	5.0	\$3,450.00
95	F&I 42" RCP - CL III (ROUND)	0	LF	\$145.00	12.0	\$1,740.00
96	4" SIDEWALK	0	SF	\$6.00	752.0	\$4,512.00
97	10"x6" SANITARY SADDLE	0	EA	\$345.00	1.0	\$345.00
98	6" PVC SANITARY SEWER SERVICE	0	LF	\$30.00	16.0	\$480.00
99	CAP/PLUG EXISTING SEWER MAIN	0	EA	\$200.00	2.0	\$400.00
100	RECONNECT SEWER SERVICE	0	EA	\$375.00	1.0	\$375.00
101	6" FIRE HYDRANT EXTENSION	0	EA	\$819.78	1.0	\$819.78
102	SANITARY SEWER SERVICE REPAIR	0	EA	\$690.00	2.0	\$1,380.00
103	8" SANITARY SEWER COUPLER	0	EA	\$115.00	2.0	\$230.00

TOTAL **\$979,657.88**

GRAND TOTAL **\$979,657.88**

LESS RETAINE 0% **\$0.00**

NET TOTAL **\$979,657.88**

LESS PAYMENTS AUTHORIZED **\$814,999.65**

LIQUIDATED DAMAGES **(\$21,250.00)**

(17 DAYS @ -\$1,250.00/DAY)

AMOUNT DUE


CONTRACTOR THIS ESTIMATE **\$164,658.23**

CERTIFICATION OF CONTRACTOR

I HEREBY CERTIFY THAT THE WORK PERFORMED AND THE MATERIALS SUPPLIED TO DATE AS SHOWN ON THIS PERIODIC COST ESTIMATE, REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION; THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISION INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.

MASONRY COMPONENTS

By



DATE

10-28-19

CONTRACTOR

SIGNATURE

ACKNOWLEDGEMENT AND CONCURRENCE OF ENGINEER

I HAVE EXAMINED THIS PERIODIC COST ESTIMATE AND CONCUR IN THE CERTIFICATE OF THE CONTRACTOR.

DATE _____

ENGINEER'S SIGNATURE

REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION; THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISION INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.

CITY OF YANKTON
CHANGE ORDER #1

CONTRACTOR **Masonry Components**
PROJECT NO. 2019-005
DESCRIPTION: 21st Street from Broadway to Douglas

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRAT DOCUMENTS

ITEM	DESCRIPTION	ORIGINAL QUANTITY	FINAL QUANTITY	CHANGE IN QUANTITIES	UNIT PRICE	TOTAL
3	SAW EXISTING ASPHALT	240	231.0	-9.0	\$ 3.15	\$ (28.35)
9	UNDERCUTTING	250	0.0	-250.0	\$ 5.25	\$ (1,312.50)
11	WATER FOR EMBANKMENT OR GRANULAR MATERIAL	100	5.0	-95.0	\$ 15.75	\$ (1,496.25)
13	VEHICLE TRACKING CONTROL	3	0.0	-3.0	\$ 341.00	\$ (1,023.00)
15	SILT FENCE	200	0.0	-200.0	\$ 3.40	\$ (680.00)
16	GEOTEXTILE FABRIC	2000	200.0	-1800.0	\$ 2.10	\$ (3,780.00)
18	8" PVC WATER MAIN C-900	20	15.0	-5.0	\$ 30.50	\$ (152.50)
19	6" PVC WATER MAIN C-900	500	467.0	-33.0	\$ 25.20	\$ (831.60)
20	1" COPPER SERVICE LINE	100	90.0	-10.0	\$ 24.40	\$ (244.00)
27	16" MJ 45 DEGREE BEND	7	2.0	-5.0	\$ 1,239.00	\$ (6,195.00)
29	16" MJ SLEEVE	2	1.0	-1.0	\$ 856.00	\$ (856.00)
30	8" MJ SLEEVE	1	0.0	-1.0	\$ 394.00	\$ (394.00)
32	6" MJ CAP	5	1.0	-4.0	\$ 194.25	\$ (777.00)
33	16" MEGALUG	34	30.0	-4.0	\$ 292.00	\$ (1,168.00)
34	8" MEGALUG	5	7.0	2.0	\$ 63.00	\$ 126.00
35	6" MEGALUG	80	87.0	7.0	\$ 42.00	\$ 294.00
37	TEMPORARY FIRE HYDRANT	3	0.0	-3.0	\$ 394.00	\$ (1,182.00)
40	WATER SERVICE LINE RECONNECT	4	3.0	-1.0	\$ 500.00	\$ (500.00)
43	REMOVE EXITING VALVE	15	2.0	-13.0	\$ 26.25	\$ (341.25)
44	WATER MAIN BACKFILL MATERIAL	1940	1902.0	-38.0	\$ 4.75	\$ (180.50)
46	10" PVC SANITARY SEWER PIPE	60	50.0	-10.0	\$ 94.50	\$ (945.00)
55	SANITARY SEWER BACKFILL MATERIAL	70	50.0	-20.0	\$ 4.75	\$ (95.00)

CITY OF YANKTON
CHANGE ORDER #1

66	F&I 24" RCP - CL III (ROUND)	72	80.0	8.0	\$	63.00	\$	504.00	
67	F&I 18" RCP - CL III (ROUND)	446	408.0	-38.0	\$	54.60	\$	(2,074.80)	
68	STORM SEWER PIPE BEDDING MATERIAL	530	500.0	-30.0	\$	5.25	\$	(157.50)	
70	ADJUST EXISTING TYPE S LID	1	2.0	1.0	\$	210.00	\$	210.00	
78	8" PCC PAVEMENT	5982	6005.0	23.0	\$	45.00	\$	1,035.00	
79	6" PCC PAVEMENT	550	520.0	-30.0	\$	37.80	\$	(1,134.00)	
83	6" APPROACH PAVEMENT	1954	2056.0	102.0	\$	8.00	\$	816.00	
84	6" SIDEWALK	6410	6549.0	139.0	\$	6.50	\$	903.50	
85	DETECTABLE WARNING PANEL	196	208.0	12.0	\$	35.00	\$	420.00	
86	RETAINING WALL SDDOT TYPE C	286	250.0	-36.0	\$	65.00	\$	(2,340.00)	
87	CONCRETE CURB & GUTTER (B68)	2486	2535.0	49.0	\$	18.00	\$	882.00	
88	CONCRETE CURB & GUTTER (B66)	300	285.0	-15.0	\$	24.00	\$	(360.00)	
89	12" AGGREGATE BASE COURSE	7975	7879.0	-96.0	\$	5.25	\$	(504.00)	
							SUBTOTAL	\$	(23,561.75)

NEW ITEMS FROM RFP #1-5

90	F&I 4'x4' JUNCTION BOX (12' DEEP)	0	1	1.0	\$	5,750.00	\$	5,750.00	
91	SANITARY SEWER ENCASEMENT	0	1	1.0	\$	920.00	\$	920.00	
92	8" MJ 45 DEGREE BEND	0	2	2.0	\$	489.00	\$	978.00	
93	16"x16"x8" MJ TEE	0	1	1.0	\$	1,380.00	\$	1,380.00	
94	CAP/PLUG EXISTING WATER MAIN	0	5	5.0	\$	690.00	\$	3,450.00	
95	F&I 42" RCP - CL iii (ROUND)	0	12	12.0	\$	145.00	\$	1,740.00	
96	4" SIDEWALK	0	752	752.0	\$	6.00	\$	4,512.00	
97	10"x6" SANITARY SADDLE	0	1	1.0	\$	345.00	\$	345.00	
98	6" PVC SANITARY SEWER SERVICE	0	16	16.0	\$	30.00	\$	480.00	
99	CAP/PLUG EXISTING SEWER MAIN	0	2	2.0	\$	200.00	\$	400.00	
100	RECONNECT SEWER SERVICE	0	1	1.0	\$	375.00	\$	375.00	
101	6" FIRE HYDRANT EXTENSION	0	1	1.0	\$	819.78	\$	819.78	
102	SANITARY SEWER SERVICE REPAIR	0	2	2.0	\$	690.00	\$	1,380.00	
103	8" SANITARY SEWER COUPLER	0	2	2.0	\$	115.00	\$	230.00	
							SUBTOTAL	\$	22,759.78
							TOTAL	\$	(801.97)

Memorandum #19-236

To: Amy Leon, City Manager
 From: Todd R. Larson, Director of Parks, Recreation, & City Events
 Date: November 5, 2019
 Subject: Amending the Park Advisory Board Guidelines

An important piece of the department's operations is the planning and development direction provided by the community. The Park Advisory Board (PAB) serves as the community's representation in the planning process. The PAB has the PAB Guidelines document to provide policy under which the members will function once they have made the commitment to serve on the board.

The Park Advisory Board Guidelines (included in your packet) describe the group's overall purpose, responsibilities, definition of terms, meeting times, and attendance requirement. This document is provided to the PAB every June when the Mayor and Commission appoint members to their new term. It is also found on the City's website under the Parks Department page. These PAB specific guidelines and responsibilities are the product of the City's efforts to more clearly define and direct the focus of the Park Advisory Board as it is an integral part of the communication network between the City Staff, City Commission, and community members.

Changes to these guidelines that have been recommended by the current Parks Advisory Board and are included in the attached document. Amendments include having regularly scheduled meetings every other month instead of every month, moving the meeting from the 1st Monday of the month to the 3rd Monday of the month. The location building has been updated to appropriately reflect the CMTEA name change. Last, the attendance requirement has been modified to reflect the every other month meeting so the requirement becomes attending 4 meetings of the 6 meetings in any twelve month period versus the old policy of 60% of the meetings in a twelve month period.

Respectfully submitted,

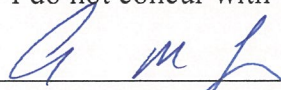


Todd R. Larson
 Parks, Recreation, & City Events Director

Recommendation: It is recommended that the City Commission approve Amending the Park Advisory Board Guidelines.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

_____ Roll call

CITY OF YANKTON

PARK ADVISORY BOARD

PURPOSE:

The purpose of the Park Advisory Board (PAB) is to serve as the community's representation in park and recreation planning. The PAB should provide input regarding the City's park system, recreation facilities, and recreation programming (excluding Fox Run Golf Course). The board should provide support and ideas for the park and recreation staff (brainstorming and implementation). Approved recommendations by the PAB will be forwarded to the Board of City Commissioners for their consideration and action. The PAB makes recommendations only and is not empowered to stop any action the Commission may take on the recommendations. In Yankton, where the form of government stresses the Board of Commissioners as the policy and decision making body, the PAB serves as a useful link with the citizenry and as an influential element in the process.

RESPONSIBILITIES:

The PAB is an advisory board appointed by the Mayor and confirmed by the Board of Commissioners to:

- Educate fellow citizens on the value of recreation and park services.
- Solicit and represent community members' recreation and leisure needs and wants. (feedback)
- Provide 5 – 10 year development direction.
- Assist in generating ideas on special events, promotions, planning issues, etc.
- Assist in determining the location, design, development, and operation of parks and recreation facilities.
- Assist in determining future park and recreation needs for inclusion in the capital improvements and land use programs (input to Planning and Zoning).
- Assist in public forums, assist neighborhoods, and advise consultants on the development of neighborhood, community, and regional parks for Commission approval.
- Recommend any rules or regulations necessary for the regulation of parks, facilities, and trails.
- Assist in coordinating, development, and building recreation programs and parks, facilities, and trails with other public and private agencies or corporations.
- Promote public/private investment and involvement with the park and recreation department.
- Assist in promoting good will in the community, regional area, amongst the citizens, and amongst the governing body.
- In addition to the possibility of serving on other committees related to park system and recreation facilities issues, members may assist in other tasks as may be appropriate.

PARK ADVISORY BOARD

Page 2

NUMBER OF MEMBERS

The PAB shall be composed of up to seven (7) members appointed by the Mayor and confirmed by the Board of City Commissioners, one (1) of whom shall be a member of the Board of City Commissioners, other than the mayor.

TERMS

The PAB terms of appointment, other than the member of the Board of City Commissioners, shall be three (3) years. The term of the City Commissioner shall be one (1) year. Each term shall begin on the first commission meeting in June.

QUALIFICATIONS

Members shall be residents of the City and shall be selected at-large. Members should believe in the purposes/values/benefits of parks and recreation. Be committed to ALL citizens. Realize that compromise is essential. Remember the entire community, not just his/her special interest.

MEETING TIMES and AGENDAS

Meetings shall be as required to fulfill duties. The regularly scheduled meeting date, time, and location will be every other month (January, March, May, July, September, November), the 3rd Monday, beginning at 5:30pm at the Career Manufacturing Technical Education Center(CMTEA), 1200 West 21st St. Notice may be given to cancel, change, or add additional meetings. Current members of the PAB and staff shall establish dates and times.

Agendas are prepared in advance of each meeting by the Parks, Recreation, & City Events Director. Board members or community members should provide items for the agenda to the office of Parks and Recreation at least one week prior to any meeting.

ATTENDANCE

Members are expected to attend all scheduled meetings. If a member fails to attend four (4) meetings of the six (6) meetings in any consecutive twelve (12) month period, such member shall be considered removed from the board and may only be reinstated by action of the Mayor with approval of the Board of Commissioners. A replacement for the removed member will be sought. If a member fails to attend three (3) consecutive meetings, such member shall be considered removed from the board and may only be reinstated by action of the Mayor with approval of the Board of Commissioners. A replacement for the removed member will be sought.


COMPENSATION

The members of the PAB shall serve without compensation except for actual expenses, which are subject to the approval of the Board of City Commissioners.

(Note: This document provides a guideline for PAB members and may not include all tasks.)

Amended 11/2019

Memorandum No. 19-237

TO: Mayor and City Commissioners
FROM: Amy Leon, City Manager 
RE: Collective Bargaining Agreement
DATE: October 31, 2019

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.

The entire agreement except for wages was open for discussion and negotiation. In 2018 the City of Yankton's collective bargaining unit negotiated wages for three years effective 2019, 2020, 2021. This will be year two of the agreed upon wage adjustment. This three-year wage adjustment was approved by the City Commission on September 12, 2018 (See Resolution #18-64).

Attached is the revised language that has been approved by the Collective Bargaining Unit at their meeting.

Changes in the language are attached and include the following:

- Changes to the preamble of the agreement
- Provision for new employee orientation
- Additions to the language associated with employee discipline
- Additions to the language associated with discrimination/harassment
- Changes to the language associated with the Health Insurance Committee and process
- Additions to the language associated with union leave for union activities
- Addition of one additional holiday (Christmas Eve) and one additional personal day
- Granting the ability of the City Manager to add holidays for employees
- Permission to leave a balance of 40 hours in vacation or compensation time when utilizing FMLA
- Granting the City Manager the ability to grant exceptions to vacation and compensation accruals to accommodate staffing needs.
- Changes to the language associated with terminating union membership
- Changes to the provision of information from the union to the City Manager and Human Resources
- Changes to the time allowed to make schedule changes
- Disciplinary time converted into hours
- Workers compensation claim monitoring
- Addition of a new section associated with administrative closures (emergencies) addressed

_____ Roll call

- Changes to the language associated with overtime for on call employees who address calls using technology

The changes are proposed to be in effect for three years. Therefore, the term of this agreement would be January 1, 2020-December 31, 2022. The revised contract is attached.

The Collective Bargaining Unit met on November 5, 2019, and approved the language of the revised Agreement pending your approval.

If approved, the next step will be updating the Personnel Policies and Procedures to reflect the changes in the CBA.

Recommendation: It is recommended that the City Commission approve and authorize the City Manager to sign the revised agreement between the City of Yankton and the American Federation of State, County, and Municipal Employees, AFL-CIO Local 3968 effective January 1, 2020 through-December 31, 2022.

_____ Roll call

RESOLUTION #19-67

WHEREAS, the City has been negotiating on the Collective Bargaining Agreement with its employee labor union, and

WHEREAS, the Labor Union has approved the proposed agreement,

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Yankton, South Dakota, that the attached Collective Bargaining Agreement is hereby approved and the City Manager is authorized to implement the provisions of the agreement throughout the organization, as applicable, and amend the current personnel manual as appropriate.

Adopted:

Nathan V Johnson
Mayor

Attest:

Al Viereck
Finance Officer

COLLECTIVE BARGAINING

AGREEMENT BETWEEN

THE CITY OF
YANKTON

AND

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

January 1, 2020 through December 31, 2022

AGREEMENT

This Agreement entered into this day of _____, 2019, but effective January 1, 2020, 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.”

PREAMBLE

This Contract is between the City of Yankton, South Dakota, hereinafter referred to as the City, and The American Federation of State, County, and Municipal Employees Local 3968, hereinafter referred to as the Union.

This contract sets forth all terms and conditions of employment for bargaining unit employees. The purpose of this Contract is to establish the agreement between the City and the Union on rates of pay, hours of work, fringe benefits, conditions of employment, and to promote efficiency in employee work performance. While the City of Yankton’s applicable Uniform Personnel Rules and Regulations Manual may supplement the terms of the Agreement, in the event of any inconsistencies between the terms of such manual and of this Agreement, the terms of this Agreement shall supersede.

The Contract also provides an equitable and peaceful process procedure to resolve disputes in interpreting and applying the terms herein consistent with the mutual goal of providing ever-improving public services.

**ARTICLE 1.
RECOGNITION**

Section 1.0 Exclusive Agent. The City recognizes the Union as the sole and exclusive bargaining agent for all full time and regular part-time employees of the City of Yankton, excluding elected officials, police officers, managers, confidential employees, exempt employees, seasonal and casual employees and supervisors, as defined by the Act.

Section 1.1 New Employee Orientation. The City's Human Resources Director shall notify the then-current Union President by email of the identity of each new Union-eligible employee and the date during which orientation shall occur. In coordination with the City's Human Resources Director's planned orientation schedule of events, an accredited representative of the Union will be allowed up to thirty minutes of work time during the new employee orientation to make a presentation to AFSCME represented employees, answer questions, and solicit membership. The Union representative shall provide each new employee with a copy of this Agreement. Each new employee shall be required to sign an acknowledgment that he or she has received a copy of and has read this collective bargaining agreement as amended. A copy of the signed acknowledgment shall be added to the employee's personnel file.

**ARTICLE 2.
STAFF CATEGORY DEFINITIONS AND
EMPLOYMENT BENEFITS ELIGIBILITY**

Section 2.0 Full-Time Employee. An employee who is regularly scheduled to work at least 40 hours in a work week is considered full-time. Full-time Employees are permanent full-time employees and eligible for employment benefits.

Section 2.1 Regular Part-Time Employee: An employee who is regularly scheduled to work less than 40 hours in a work week is considered part-time. Part-time employees who are regularly scheduled 30 or more hours per week are considered permanent Full-time employees and eligible for vacation, sick leave, health and pension benefits on a prorated basis based on the

employee's average number of hours worked compared to 40 hours.

Section 2.2 **Temporary Employee.** A temporary employee is a person employed by the City for a period not to exceed twelve months unless otherwise agreed to by the parties.

**ARTICLE 3.
HOLIDAYS**

Section 3.0 Full-time employees shall receive eight (8) hours pay for each of the holidays listed below on which they perform no work. All regular part-time employees shall receive holiday pay based upon a prorated basis equal to their standard equivalent workday.

1. New Year's Day;
2. President's Day;
3. Memorial Day;
4. Independence Day;
5. Labor Day;
6. Veteran's Day;
7. Thanksgiving (fourth Thursday and Friday in November);
8. Christmas Eve (24th of December), unless Christmas Eve falls on a Friday, Saturday or Sunday;
9. Christmas Day (25th of December); and,
10. Three Personal Days (to be used at any time through the year pending their department head or the department head's designee's approval), and a fourth Personal Day in each year in which Christmas Eve falls on a Friday, Saturday, or Sunday.

Section 3.1 Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed below fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Section 3.2 When an employee is required to work on a holiday, the City will pay

regular employees time and one-half for the number of hours actually worked, plus the holiday pay. “Shift workers” working a shift that begins on a holiday will receive time and a half for the number of hours actually worked plus the eight hours holiday pay.

Section 3.3 An employee shall be eligible for pay for the holiday falling within a pay period for which the employee has received compensation; provided however, that the employee worked the day before and the day after the holiday unless otherwise excused or unless the time is credited to either accrued vacation leave, sick leave or worker’s compensation leave.

Section 3.4 If a holiday falls within the vacation period selected by the employee, the holiday hours shall not be considered as a part of the vacation period and the employee will not be paid vacation pay for such holiday hours. Instead, the employee will receive only holiday pay calculated at straight time.

Section 3.5 Holiday pay shall not be paid to an employee if such employee has not complied with a direction to work on the holiday in question.

Section 3.6 The City Manager shall have discretion to grant all employees additional one-time paid holidays.

**ARTICLE 4.
VACATIONS**

Section 4.0 Employees shall accrue annual paid vacation leave starting immediately upon employment at the rate specified below.

<u>Tenure</u>	<u>Hours</u>
0 through 5 years	80
6 through 10 years	120
11+ years -	160

All regular part-time employees of the City shall accrue vacation based upon a prorated basis equal to their standard equivalent workday or work week. No employee shall be entitled to take any vacation until the employee has worked six (6) full months with the City.

Section 4.1 For the purposes of vacation eligibility in the preceding section, no accumulation will be credited to eligible employees during the first six (6) months of their continuous service. Forty (40) hours of vacation leave will be credited at the end of the first six months of continuous service.

Section 4.2 The rate of vacation pay shall be the employee's regular rate of pay times the number of hours that would have been worked had the employee not been on vacation.

Section 4.3 Vacation hours not used during the calendar year in which they are earned may be carried over into successive years. The maximum allowable accrued vacation shall be two (2) times the amount of vacation earned in a year based upon the employee's hire date. Any hours above the maximum accrual allowed will be lost. However, the City Manager may authorize individual and specific exceptions to the maximum allowable accrued vacation on a case-by-case basis to accomplish a reasonable administrative or staffing objective.

Section 4.4 Vacation should be scheduled at least two weeks in advance. The City will attempt to grant vacation at the time requested by the employee unless, in the judgment of management, operational necessity requires staffing. The City reserves the right to limit the number of employees on vacation at the same time and to limit the number of successive days of vacation taken by an employee. If the City determines it is necessary to limit the number of employees on vacation at the same time, the first submitted request shall prevail. In the event of any conflict over simultaneous requests for vacation periods, the employee with the greater seniority shall be given his/her choice of vacation period. Vacation may only be used as earned and must be taken in at least fifteen minute increments.

Section 4.5 Any employee who is separated from the service of the City for any reason prior to the taking of vacation leave, shall be compensated for the unused vacation the employee accumulated at the time of separation. Reimbursement for vacation leave will be at the employee's

salary rate on their last day of employment. In the event of the employee's death, the earned, unused vacation is owed to his or her estate.

Section 4.6 Any official holiday which shall occur during an employee's scheduled vacation shall be counted as a holiday, not as a day of vacation.

ARTICLE 5. SICK LEAVE

Section 5.0 **Accumulation.** Sick leave benefits are granted on the basis of:

1. Eight (8) working hours per month of service on a forty (40) hour work week.
2. Sick leave with pay may be accumulated to a maximum of 960 hours.
3. Employees holding regular appointment with a standard work week of less than forty (40) hours shall earn sick leave credits and have a maximum accrual of sick leave credits based on their budgeted work week compared to a forty (40) hour work week.

Section 5.1 **Use of Sick Leave.** Sick leave may be authorized on any scheduled work day other than holiday or other authorized absence for the following:

1. Personal illness or off-the-job injury.
2. Enforced quarantine of the employee in accordance with community health regulations.
3. Illness in the immediate family when it can be shown that an employee's presence is required. Immediate family shall mean the employee's spouse, natural child, adopted child, foster child, stepchild, parents, step-parents, brothers, sisters, grandparents, grandchildren and the same relatives of a spouse. The employee's Department Head or the Department Head's designee shall approve such use.

Reporting of sick leave may not cause more than the standard equivalent work day to be reported on the time card.

Section 5.2 **Payment for Sick Leave Earned Over Maximum Accumulation.** When a person accumulates the maximum sick leave allowed, additional sick leave will continue to accrue until the end of the calendar year. However, this additional sick leave may not be used and will not carry over into the next calendar year. Each employee, who accrues this additional leave, shall be paid based on one (1) hour pay for every two (2) hours additional sick leave accrued. A

review of all employees' sick leave records shall be made on the last working day in December with payment the first payday in January.

Section 5.3 **Reserved.**

Section 5.4 **Reporting of Sick Leave.** A Sick Leave Report (See Appendix A) must be completed for all sick leave used and submitted with the time card reporting sick leave taken. After approval by the Department Head and City Manager, the report will be placed in the employee's personnel medical file.

Section 5.5 **Notification.** Sick leave with pay is authorized only if the employee notifies their Department Head or supervisor of the necessity for absence. An employee whose work requires a substitute for a particular shift assignment is required to give reasonable notification in advance of the employee's assigned time to start work. If an employee is absent from work and has not notified the Department Head or supervisor of an illness, sick leave will not be granted for the absence and the absence will be recorded as an unauthorized leave. A medical certificate or other substantiating evidence of illness may be required for any sick leave absence. Abuses of sick leave benefits shall be sufficient cause for an employee to be disciplined. A physician's report section of the sick leave report form must be submitted when the leave extends beyond three (3) continuous work days and at the end of each succeeding pay period. For an extended period of sick leave, a doctor's report of expected duration shall be sufficient. Before an employee can be permitted to perform assigned duties after having sustained an injury or having been ill beyond seven (7) continuous work days, said employee must present the Department Head with a physician's report stating that the employee is fit for work. This report must be forwarded to the payroll clerk.

Section 5.6 **On the Job Injury.** The South Dakota Workers' Compensation Act covers employees injured on the job. This law provides specific benefits. In order to qualify for these

benefits specific procedures shall be followed.

1. Employee: The employee shall immediately report any injury, regardless of extent, to said employee's immediate supervisor. The employee shall be responsible for providing the necessary information to the Human Resources office for the completion of all accident reports within seventy-two (72) hours of the injury. If the employee is unable to comply due to the injury, the Department Head shall be responsible for this report.
2. Supervisor: The supervisor shall immediately inform the Department Head of the action taken and shall notify the employee of the requirement to complete an accident report within seventy-two (72) hours of the injury.
3. Department Head: The Department Head will be responsible for orally forwarding any information concerning accidents to the City Manager as soon as possible. The Department Head shall be responsible for providing the necessary information to the Human Resources office for the completion of all accident reports within seventy-two (72) hours of the injury if the employee is unable to do so. Upon the employee's return to work, the Department Head will inform the City Manager's office by memorandum.

Medical and hospital expenses incurred due to on the job injuries shall be paid for in accordance with City policy and the applicable provisions of the South Dakota Workers' Compensation Act.

Section 5.7 On the Job Injury Compensation. A regular employee on injury leave shall be compensated, up to a maximum of ninety (90) calendar days at a rate that when added to the employees worker's compensation benefits shall equal the employee's previous net pay not including any voluntary deductions. The employee shall present evidence to the Finance Officer of the amount of any workers' compensation benefits received prior to any payment being made by the City. After the ninety (90) day period, the employee may elect to use accumulated

compensatory time, sick leave and/or vacation credits to continue receiving full pay. Should the employee not elect such action or should the employee exhaust all such accumulated credits, the employee may apply for disability under the provisions of the Workers' Compensation Act or the Retirement Fund. A temporary or seasonal employee injured on the job shall receive only those benefits provided by the Workers' Compensations Act.

Section 5.8 **Leave Accrual.** All vacation, sick leave and holiday leave earned while on injury leave shall accrue at the employee's regular rate during the initial ninety (90) day period. Throughout the remainder of the leave, additional vacation, sick and holiday leave accrual shall be prorated relative to the sick, vacation and/or compensatory time being reported.

Section 5.9. The City shall treat disabilities due to pregnancy the same as other temporary disabilities.

Section 5.10 Status Updates and Monitoring. An employee that has been injured on the job shall be required to keep the Human Resources Department and his or her supervisor or Department Head informed at all times regarding the status and healing progress of the injury and continue to provide up-to-date written work restrictions provided by the employee's treating health care provider(s), if any. The Department Head and Human Resources Director shall be responsible for monitoring and confirming work restrictions remain valid and that they are complied with.

ARTICLE 6. MANAGEMENT RIGHTS

Section 6.0 **Management Rights.** It is understood and agreed by the parties that the Employer possesses the sole right to operate the agency so as to carry out its statutory mandates and all management rights repose in the Employer unless specifically modified by this Agreement; likewise, all rights guaranteed to the employee and Union by law are retained unless specifically modified by this Agreement.

**ARTICLE 7.
EMPLOYEE REIMBURSEMENT**

Section 7.0 Reimbursement for Training. If the City requires certificates or special training for a position, the City shall provide reimbursement of the fee required for the employee to obtain such certification. Commercial Driver's License fees shall be reimbursed after the successful completion of the employee probation period.

**ARTICLE 8.
MISCELLANEOUS SERVICES**

Section 8.0 Employee Services. Any employee shall be required to perform any labor or render any services in connection with the City's business, provided that the employee's hourly rate of pay is not reduced.

**ARTICLE 9.
FUNERAL LEAVE**

An Employee shall be granted up to twenty-four (24) hours paid absence to attend or plan for a funeral of a member of their immediate family which shall include: spouse, natural child, adoptive child, foster child, stepchild, parents, stepparents, brothers, sisters, grandparents, grandchildren and the same relatives of the employee's spouse. In addition, an employee may take up to fifty-six (56) additional hours for the death of a spouse. An employee may take up to sixteen (16) additional hours for the death of other members of immediate family as defined above. Additional days of funeral leave shall be deducted from the employee's accumulated sick leave.

**ARTICLE 10.
INSURANCE AND PENSION**

Section 10.0 A Health Insurance Committee is hereby established and shall be composed of three persons appointed by the City Manager, three employees appointed by the Union, and a non-voting Chairman appointed by the City Manager. The Committee shall review the health insurance plan annually, shall request and review bids for the health insurance when deemed

necessary and shall make recommendations regarding such plans.

Section 10.1 The City shall provide each employee with a \$15,000 life insurance policy with the premium to be paid entirely by the City.

Section 10.2 The City shall provide dental insurance with benefits that are equivalent to those now in effect with the premium for each employee (single coverage only) to be paid entirely by the City.

Section 10.3 The City agrees that if an employee desires to participate in the South Dakota Retirement System Supplemental Retirement Fund or ICMA Deferred Compensation Plan, it will continue to make a contribution on the same basis as such contribution is presently made.

Section 10.4 In the event of a significant increase in health care insurance costs, the City reserves the right to re-open negotiations with respect to health care insurance and coverage at any time during the life of this Agreement or upon its expiration.

Section 10.5 The City will not make any change in the health insurance carrier or coverage without receiving a recommendation from the Health Insurance Committee. The Health Insurance Committee shall make a recommendation no later than October 15 of each year.

Section 10.6 Consistent with the City's anti-harassment policies, bargaining unit members of the Health Insurance Committee or any committee shall not face any retaliation or harassment as a result of their participation in, or the decisions of, such Committee.

ARTICLE 11. LEAVES OF ABSENCE

Section 11.0 An employee shall be eligible for leave of absence without pay at the discretion of their Department Head. Prior to taking leave of absence without pay, all sick and

vacation leave shall be exhausted. No sick or vacation leave shall accrue during a leave of absence without pay.

Section 11.1 An employee shall accrue seniority and benefits while on leave of absence. The employee shall be returned to the position he or she held at the time the leave of absence was granted when he or she returns from the leave of absence.

Section 11.2 **Jury Duty.** It is the civic obligation of each City employee to serve on a jury if he or she is called. An employee may not be discharged or suspended for serving on a jury. While on jury duty or while appearing as a witness in their official capacity as a representative and employee of the City of Yankton, the employee shall turn over to the City Finance Officer any payments received for such duty during scheduled work days, except payments received for mileage, meals or expenses for out-of-town jury duty and be paid in full for their normal work schedule. In the alternative, the employee may keep the payments received and use vacation or compensatory time for their normal scheduled workdays.

Section 11.3 **Military Leave.**

A. Any employee who is a duly qualified member of any Reserve Component of the United States Armed Forces shall be entitled to receive a leave of absence from City work for a period not to exceed ten (10) work days in any one military fiscal year. At the conclusion of such service, the employee shall be entitled to return to city employment without loss of status, pay, or seniority, provided the employee is still able to perform the employee's job duties. The employee shall give the Department Head at least thirty (30) work days notice of the need for Military Training Leave prior to the time of the leave. The employee must return to the city position immediately upon being relieved from such military service and not later than the time herein limited for such unless prevented from so returning by physical or mental disability or other such cause not due to the employee's own fault, or unless the employee is required by the

proper authority to continue in such military service beyond the time herein limited for military training leave. An employee may be eligible to receive the difference between their military pay received and their authorized salary, provided that the military pay is less than the authorized City salary. This difference may not be paid to exceed ten (10) regular working days in any one (1) calendar year. The difference of pay between military pay and authorized City salary shall be reduced by one day's pay for each vacation day earned in excess of ten (10) vacation days per year by the employee. In order to receive compensation, the employee must file a statement of earnings from the military with the Finance Department payroll clerk. The period of military service will be counted as full service with the City for the purpose of accruing leave.

B. An employee of the City who is called to active duty with the Armed Forces of the United States will be granted a leave of absence and shall be re-employed in the department in which he was employed at the time of his or her departure, upon condition the employee is physically and mentally suited to perform the required duties. Employees whose military service is less than thirty-one (31) days must report for re-employment at the beginning of their first regularly scheduled workday that would fall eight (8) hours after he or she returns home. If the period of service is thirty-one (31) to one hundred eighty (180) days, the employee must submit an application for re-employment no later than fourteen (14) days following the completion of service. If the period of military service is greater than one hundred eighty (180) days, the employee must submit an application for re-employment not later than ninety (90) days after the completion of service. If the submission of a timely application in any of these situations is impossible or unreasonable through no fault of the employee, the application must be submitted as soon as possible. Failure to report or submit a written application within the specified periods above will be considered to be a voluntary resignation. Vacation and sick leave shall not

accrue during the term of absence.

Section 11.4 Labor Conventions and Activities.

- A. The City agrees to grant the necessary time off, without discrimination and without pay, to Union delegates (not to exceed four) designated by the Union to attend an official labor convention. Absences for a labor convention shall require 15 days' notice. The participation in Union activities such as Union meetings and committee meetings will be permitted only during off-duty hours.
- B. The necessary time off, without discrimination and without pay, for purpose of attending a labor convention as provided in this Section 11.4 shall be subject to the following limitations: collective time off for Union officers and other official delegates shall not exceed 176 hours in any calendar year and must be taken in not less than four-hour increments by each attendee. Those employees scheduled for shift work must take time off consistent with their total shift length. Only one Union employee from a departmental division may be allowed time off at any one time.
- C. The Union shall be required to provide two weeks prior written notice to the Department Head and to the City Manager of each designated Union Member attending an event in accordance with this Section 11.4.

Section 11.5. Negotiations.

Members of the Union negotiating team, who are City employees, will be allowed to attend negotiation sessions during regularly scheduled duty hours. The time of each City employee spent on attendance at negotiation sessions during their regularly scheduled duty hours shall be compensated by the City at his or her regular hourly rate, subject to the following limitations:

- A. No more than one employee from any one City department may attend negotiation sessions unless mutually agreed to by both the City and Union.

- B. Total compensation paid to the Union negotiating team will not exceed 240 hours for all members combined.
- C. No compensation will be paid for the time spent preparing for negotiations, nor will this preparation be done by any employee during his regularly scheduled duty hours.
- D. No Union negotiating team member shall be paid by the City for time spent on negotiations that are conducted during time other than regularly scheduled duty hours. Any additional time spent attending negotiations by the employee during his regularly scheduled duty hours may be taken as vacation, compensatory leave, personal leave, or time off without pay.

Section. 11.6 Administrative Closures. In the event of an emergency, the City Manager may close City Hall or other City facility for a period of time designated by the City Manager. If the City Manager closes City Hall or other non-essential City facility, then an employee who was scheduled to work in the closed facility during the closure period may choose to:

- (i) use accrued vacation time; or
- (ii) use accrued compensatory time; or
- (iii) use unpaid time; or
- (iv) work the hours as normal (if approved by the City Manager); or
- (v) Make up the hours missed within the same pay period (with approval from the City Manager). Hours made up will not be considered overtime; or
- (vi) Report to the City Manager to be assigned work in a department that is providing essential City services.

No employee is entitled to any additional compensation, increased rate of pay, or additional paid leave of any type due to a closure for an emergency. If the City Manager awards additional compensation or administrative leave to any City employees in relation to an emergency closure, the same will be awarded in equal amounts to employees who are required to stay and work during the

emergency closure period.

ARTICLE 12. HOURS OF WORK

Section 12.0 The standard work week for the purpose of calculating pay and overtime shall begin at 12:01 a.m. Saturday and end at Midnight Friday.

Section 12.1 Except for emergency situations, work schedules shall not be changed without one (1) week prior notice unless the changes are mutually agreed upon by the affected employee(s) and the employees' supervisor(s), Department Head, or the City Manager. In each instance, the approving supervisor, Department Head, or City Manager shall notify the Union's Secretary of the change in writing via email. Emergencies requiring a change in work schedule shall not require prior notice. For purposes of this Section, an emergency shall be defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action or creates an urgent need for assistance or relief.

Section 12.2 During snow removal operations, hours worked outside of the regularly scheduled shift shall be paid at the overtime rate of pay. All hours worked during the regularly scheduled shift shall be paid at the regular rate of pay.

Section 12.3 **Rest Period (Coffee Breaks)** Coffee breaks or rest periods shall be arranged so as not to interfere with City business as determined by each department's needs and services. During each eight (8) hour shift, two fifteen (15) minute breaks shall be permitted, and may be taken back to back, or otherwise scheduled with the approval of the department head. Breaks shall be taken during normal scheduled hours. Shift workers shall take their lunch breaks when able during their shift.

ARTICLE 13.
WAGES

Section 13.0 Pay ranges and wage rates for Union Eligible Positions are attached hereto and incorporated herein. Effective January 1, 2019, each eligible employee will receive a Three Percent (3%) base adjustment increase and a One (1) Step increase on the pay scale, if eligible. Effective January 1, 2020, each eligible employee will receive a Three Percent (3%) base adjustment increase and a One (1) Step increase on the pay scale, if eligible. Effective January 1, 2021, each eligible employee will receive a Three Percent (3%) base adjustment increase and a One (1) Step increase on the pay scale, if eligible. The Parties agree that they shall negotiate wages for 2022 at a later date subject to the notice and renewal provisions of Article 26.

Section 13.1 The City shall reimburse employees for the use of their personal vehicles authorized by the City Manager or his or her designee for City business at the Federal maximum allowable rate.

Section 13.2.1 **Out of Class Pay.** Any employee who works out of class may be eligible for additional compensation. An employee works out of class when (1) an employee is responsible for covering duties of an absent employee excluding an absent employee with the same duties or an absent employee with the same or lower job class salary range attendant to their job title for longer than a period equivalent to two weeks or (2) the employee's Supervisor and Department Head or the City Manager determine the employee is working out of class.

Section 13.2.2 An employee may apply for out of class pay by submitting the form labeled "Wage Adjustment Request Form" attached hereto and incorporated by this reference to their Supervisor and their Department Head. The Supervisor and Department Head shall make a recommendation to the City Manager on whether to deny or authorize the request. A Supervisor and Department Head may also make a recommendation to the City Manager on behalf of an

employee. The City Manager shall make the ultimate determination to deny or authorize the request. The City Manager may consult with the parties involved in making a determination. If the request is denied, the City Manager shall provide a written rationale of denial to the employee and Department Head.

Section 13.3 Shift Differential. An employee classified as a shift employee shall be paid a shift differential of \$.50 per hour in addition to their regular base hourly rate of pay.

Section 13.4 Longevity Pay. Regular employees shall be eligible for longevity pay based upon the length of service with the City of Yankton. Longevity pay shall be granted to eligible employees in accordance with the following schedule:

5-9 Years from date of hire to January 1, 2012	\$250
10-14 Years from date of hire to January 1, 2012	\$350
15-19 Years from date of hire to January 1, 2012	\$450
20-24 Years from date of hire to January 1, 2012	\$550
25+ Years from date of hire	\$650

In order to be eligible for longevity pay, the following conditions must be fulfilled:

1. "Length of Service" shall be the full number of complete years of continuous employment, calculated on the basis of the employee's hire date during the calendar year. However, an employee whose career is interrupted by service in the Armed Forces of the United States and who resume city employment within the period of time specified in applicable federal law shall have all prior service and military service counted as years of service. The City Manager shall determine any question of eligibility.

ARTICLE 14. FAMILY MEDICAL LEAVE

Section 14.0 Qualifications. Any employee who had been employed by the City for at least twelve (12) months and who has worked at least 1,250 hours during the twelve (12) months before the time of request, must be granted up to twelve (12) weeks leave of absence during any

twelve (12) month period for the following reasons:

1. The birth of a baby.
2. Receiving a child through adoption or foster care.
3. Caring for a spouse, child or parent with a serious medical condition.
4. An employee's own serious health condition.
5. Because of any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the United States in support of a contingency operation.

An eligible employee shall be entitled to a combined total of twenty-six (26) work weeks of leave under this section.

Nothing in this paragraph shall be construed to limit the availability of leave during any other twelve (12) month period.

Section 14.1 An eligible employee who is the spouse, son, daughter, parent or next-of-kin of a covered service member shall be entitled to a total of twenty-six (26) work weeks of leave during a single (one time only) twelve (12) month period to care for the service member. The leave described in this section shall only be available during a single twelve (12) month period. A covered service member means a member of the armed forces who is undergoing medical treatment, recuperation or therapy, is otherwise in out-patient status or is otherwise on the temporary disabled retired list for a serious injury or illness.

Section 14.2 Definitions.

1. Child: A biological, adopted or foster child; or stepchild; a legal ward or child of a person standing in loco parentis (in the place of a parent); who is (a) under age 18 (except for military, family and caregiver leave – where no age limit shall apply); or (b) 18 years or older and incapable of self-care because of a mental or physical

disability.

2. Spouse: A husband or wife.
3. Parent: The biological parent of an employee or an individual who stood in loco parentis to an employee.
4. Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice or residential care facility; or (b) continuing treatment by a health care provider.
5. Health Care Provider: (a) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices; or, (b) any other person determined by the Secretary of Labor to be capable of providing health care services.
6. Next of Kin: The nearest blood relative other than child, spouse or parent.

Section 14.3 **With or Without Pay** Family and medical leave in accordance with the FMLA will be paid to the extent of the accrued sick leave available to the employee. After the accrued sick leave has been exhausted, any further family and medical leave shall be paid only to the extent the employee has available compensatory time off, or vacation leave. After all such paid leave has been exhausted, all remaining family and medical leave shall be without pay. Employees may elect to leave banked and unpaid a cumulative total balance of forty (40) hours of accrued compensatory time off or vacation leave for future use consistent with the terms of this Agreement. However, nothing herein shall grant any employee the right to take more job-protected leave than that granted by the FMLA.

Section 14.4 **Accrual of Benefits** The City will continue to pay its share of health, dental and life insurance premiums during the family or medical leave whether with or without pay. The employee will need to make payment to the City at the beginning of each pay period for the

employee's share of the premiums if the family or medical leave is without pay or if there is a reduced schedule without sufficient income to cover deductions.

The cost of health and life insurance premiums paid on behalf of the employee will be reimbursed to the City if the employee does not return to work at the end of the family or medical leave.

However, if the employee does not return due to the continuation, recurrence or onset of a serious health condition, or for "other circumstances beyond the employee's control," benefits need not be reimbursed.

Section 14.5 During the FMLA leave, the employee shall remain on the seniority list and continue to accrue seniority.

Section 14.6 Reinstatement Employees will be reinstated to their previous (or equivalent) position with no loss of benefits following leave.

ARTICLE 15. CALL-IN PAY

Section 15.0 An employee called to work outside of their regularly scheduled work shift after having left the premises shall be paid at the rate of one and one-half times (1½) his or her regular rate of pay for the actual amount of time spent engaged in work outside of his or her regularly scheduled shift. However, each on-call shift in which any call can be handled by the employee remotely (i.e. via telephone, mobile device, computer, etc.) and does not require the employee to travel to his or her customary workplace, the employee shall be paid for a minimum of one-half (½) hour of work at one and one-half (1½) times his or her regular work pay for each response.

Subsequent calls within the same one-half (½) hour will not result in additional compensation for that time. For each on-call shift in which one or more calls actually requires the employee to travel to his or her customary workplace, the employee shall be paid for a minimum total of two (2) hours at one and one-half times (1½) his or her regular work pay even if the total cumulative work from all calls is less than two (2) hours. Subsequent calls within the same two (2) hours will not result in

additional compensation for that time.

Section 15.1 If the call time assignment and the employee's regular shift overlap, the employee shall be entitled to work his regular shift.

ARTICLE 16. ON-CALL PAY

Section 16.0 An employee who is scheduled for call time during other than normal working hours shall receive on-call compensation at straight time in the amount of one hour per day for each day in which the employee is on-call.

Section 16.1 To be eligible for on-call pay, an employee must be regularly scheduled to be on-call, available when called, carry employer-supplied communications equipment, and live within fifteen (15) miles from their designated on-call station.

Section 16.2 Department Heads who have on-call employees shall prepare an on-call list and make it available for all employees concerned. Employees who are on-call may trade on-call dates subject to the approval of the affected employees and the employees' supervisor(s), Department Head, or the City Manager. . In each instance, the approving supervisor, Department Head, or City Manager shall notify the Union's Secretary of the change in writing via email.

ARTICLE 17. OVERTIME

Section 17.0 Time and one-half the employee's regular rate of pay shall be paid for all work performed in excess of forty (40) hours in any workweek or all hours worked over the scheduled work day. Vacation and sick leave shall be considered as hours worked when computing overtime. Holiday leave shall be considered hours worked when computing overtime only to the extent the employee actually begins a shift on the holiday.

Section 17.1 If the employee works overtime, the employee may, with the approval of the Department Head, choose to take compensatory time instead of overtime pay. Compensatory time shall be awarded at the rate of one and one-half (1 ½) hours of compensatory time for each hour of

overtime worked. The days to be taken off shall be at the option of the employee with the approval of the Supervisor/Department Head. An employee may accumulate no more than forty-five (45) hours of compensatory time off. However, the City Manager may authorize individual and specific exceptions to the maximum allowable accrued compensatory time on a case-by-case basis to accomplish a reasonable administrative or staffing objective.

Section 17.2 Overtime is to be distributed equally to all employees of a department. If an employee is requested to work overtime and because of other conditions and commitments cannot perform the overtime work assigned, the Supervisor shall direct a qualified employee to work the overtime. The employee scheduled to work the overtime shall immediately notify the Supervisor of any conflict so that the Supervisor shall direct a qualified employee to perform the overtime prior to the conclusion of the workday.

ARTICLE 18. SENIORITY

Section 18.0 Seniority shall mean an employee's length of continuous service with the City since their last date of hire. Seniority shall be a consideration in all conditions of employment.

Section 18.1 In the event that City determines that it is necessary to decrease the workforce, they shall notify the affected employees and the Union thirty (30) days prior to the intended action. Seasonal, part-time and probationary employees shall be laid off first. Regular employees shall be laid off in reverse order of their seniority provided the remaining employees can do the available work. Employees laid off shall be returned to work according to their seniority provided they can perform the available work. No new employees shall be hired in the department until all the employees on layoff status who have the ability to perform the work and after a trial period of thirty (30) calendar days have been returned to work.

Section 18.2 When a job opening is posted, present city employees who apply and other applicants will be considered.

Section 18.3 The employer shall keep the seniority list up to date at all times and will post an up to date seniority list on the bulletin board. A copy of the seniority list shall be furnished to the Union when it is posted.

Section 18.4 Full seniority rights shall be maintained until one of the following events occurs at which point the person will lose employee status:

1. Voluntary quit.
2. Discharge for just cause.
3. Retirement.
4. If an employee has been out of active employment of the City, for any reason, except military leave for a period of twelve (12) months.
5. An employee on lay-off fails to reply to an offer of reinstatement within five (5) business days after receipt of a recall notice by certified mail or by person-to-person request from a management representative subsequent to a lay-off or reduction in force, or to return to work within fifteen (15) business days after receipt of such notice. The City Manager may, but is not required to, extend the period if, in his or her sole judgment, sufficient extenuating circumstances are presented.

Section 18.5.1 Probationary Status. Employees shall be on probationary status for the first six (6) months of employment. During probation, employees may be removed with or without cause. The right to grieve discipline or termination under this Agreement shall not extend to probationary status employees unless such rights are specifically granted.

Section 18.5.2. Probationary Status Employee Benefits. Probationary status employees shall not accrue seniority. Employees on probationary status are eligible to participate in a City retirement plan, accrue sick leave, purchase life insurance, and accrue paid holidays. Employees on probationary status shall receive City dental and health insurance at the end of their first full calendar month of employment.

ARTICLE 19.
GRIEVANCE AND ARBITRATION

Section 19.0 **Definitions:**

- A. Grievance: A complaint by an employee, or a group of employees, based on an alleged violation, misinterpretation or inequitable application of any existing agreement, contract, ordinance, resolution, policy, rule, regulation or law.
- B. Employee: An employee of the City and may include an individual or group of employees who are similarly affected by a grievance.
- C. Days: All days referred to shall be calendar days.

Section 19.1 Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement, contract, ordinance, resolution, policy, rules, regulations and laws, may be processed during working hours without loss of pay upon notification and permission from their Supervisor and shall be settled as hereinafter set forth. An employee may bring a grievance claim during working hours without loss of pay pursuant to the following procedure:

- A. An employee, and/or his Union representative, who feels that he has a dispute or grievance shall discuss the matter with the Supervisor within fifteen (15) business days of the event leading to the dispute or grievance, or the employees knowledge of its occurrence. The Supervisor shall attempt to resolve the matter and give the employee an answer within three (3) days.
- B. If the matter is not resolved at Step One, the Union representative, or his designee, with or without the employee, shall present the grievance or dispute in writing to the Department Head within fourteen (14) days of the event leading to the dispute or grievance. The Department Head shall attempt to adjust the matter and shall respond, in writing, to the Union representative and the employee within ten (10)

working days.

- C. If the matter is not resolved in Step Two, it shall be presented to the City Manager within ten (10) working days from the date of the written response of the Department Head. The City Manager shall hold a hearing to investigate and resolve the matter within ten (10) working days of receipt of the grievance. The City manager shall respond in writing, to the Union and the employee within ten (10) working days of the hearing.
- D. If the matter is still unsettled, either party may, within thirty (30) days after the reply of the City Manager, submit the matter to the South Dakota Department of Labor, Division of Labor and Management for resolution.
- E. Either party may appeal the decision of the Department of Labor as prescribed by law.
- F. An employee who has been dismissed or suspended may submit a grievance starting at Step Three of the grievance procedure.

Section 19.2 A copy of all grievances shall be submitted to the Human Resources Coordinator.

Section 19.3 In the event the employee filing the grievance, or alleging and asserting that a dispute exists, or in the event that the Union files a grievance or alleges a dispute, fails to comply with any time limitation herein such failure shall constitute a withdrawal of the grievance or claimed dispute. The failure of the City to comply with any time limitation shall constitute a settlement of the grievance in accordance with the requested remedy. Time limitations may be extended by mutual agreement of the parties in writing.

Section 19.4 In reducing the grievance to writing, the following must be stated with reasonable clarity:

- The nature of the grievance.
- The approximate date of the alleged grievance.

- The provisions of the Agreement or the rule or regulation that is alleged to have been violated.
- The remedy which is sought.

Section 19.5 No employee or group of employees shall not be reprimanded, disciplined, or discriminated against for exercising their rights under this Article.

ARTICLE 20. DISCIPLINARY ACTIONS

Section 20.0 No employee shall be disciplined or discharged without just cause as outlined in Section 700 of Uniform Personnel Rules and Regulations Manual. Disciplinary action will normally be progressive although management of the City reserves the right to initiate or accelerate discipline according to the seriousness of the offense. The previous failure of the City to address infractions does not prevent the administration of disciplinary action should just cause exist. Management shall make reasonable efforts to address infractions or offenses as soon as reasonably possible after the discovery of such infractions or offenses. Management shall be required to provide a rational basis for any delay longer than thirty (30) days following Management's discovery of the infraction or offense.

Section 20.1 If just cause is determined, disciplinary action may include any of the following:

- 1) Reprimand: The Supervisor may reprimand an Employee for just cause by placing a signed reprimand letter in the employee's personnel folder. A copy of such letter shall be provided to the employee and the Union President or the President's designee.
- 2) Probation: Upon finding just cause the City may place an employee on probation for a period not to exceed six (6) months. The City shall provide written notice of such action to the employee and the Union President or the President's designee.

- 3) Suspension: The City may suspend with or without pay any employee for just cause for a period or periods not to exceed three hundred twenty (320) work hours in a twelve (12) month period; no single suspension will be more than eighty (80) working hours. The City Manager or his or her designee will notify the employee in writing no later than one (1) day after the suspension is made effective. A copy of the written notification, which will include reasons for and the duration of the suspension will be placed in the employee's file. A copy of the written notification shall be given to the Union President or the President's designee.
- 4) Dismissal: The City shall not dismiss an employee without just cause. A dismissed employee shall be suspended with pay for a period of three (3) working days. The employee shall have the right to receive a written statement of the reasons for dismissal which shall be provided to the employee at the time of the dismissal. A copy of the statement will be placed in the employee's personnel file and a copy to the Union President or the President's designee.

Section 20.2 Any disciplinary action may be the subject of the grievance procedure as set forth in Article 19 of this contract.

ARTICLE 21. DISCRIMINATION

Section 21.0 No person in the service of the City or seeking appointment thereto shall be appointed, promoted, demoted, removed, or advanced in any way, or otherwise affected, on any basis or for any reason other than qualification, merit, and fitness. Discrimination against any person employed by the City or seeking employment with the City on the basis of race, sex, religion, age, color, national origin, ancestry, disability, sexual orientation, gender identity, or marital status is expressly prohibited, except where specific age or physical requirements constitute demonstrated and bona fide occupational qualifications necessary for effective work performance.

Section 21.1 The City and the Union shall not engage in any discriminatory practices contrary to any existing federal law or regulation or any amendment of the same, or any state law or regulation or any amendment of the same, and the City and Union shall not discriminate against any employee on account of race, color, national origin, sex, creed, age or disability.

Section 21.2 All references to persons in this Agreement are intended to designate both sexes and wherever either the male or female gender is used, it should be construed to include male and female employees.

ARTICLE 22. SAFETY

Section 22.0 The City shall provide a safe and healthful work place for all employees and correct all hazards. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

Section 22.1 No employee shall be required to operate equipment or do work that any reasonable employee in the exercise of ordinary care would know might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of their failure or refusal to operate or handle any unsafe piece of equipment or work in any unsafe work situation.

Section 22.2 The City shall provide employees with all necessary safety equipment. Questions on equipment necessity shall be referred to the Safety Committee.

Section 22.3

1. The City and Union shall establish and maintain a joint Safety Committee composed of three (3) members designated and appointed by the City Manager and (3) members designated and appointed by the Union. The Committee shall agree to a non-voting chair.
2. The Safety Committee shall: (1) review accidents and provide recommendations for future safety practices (without declaration of fault related to the incident); (2) hear and review

presented health and safety concerns and make recommendations regarding such; (3) make recommendations for formal safety training programs; and, (4) develop, review, and recommend a Risk Management Policy and a Safety Manual.

3. The Committee shall meet on a regular basis as mutually agreed no less than once every month.

Section 22.4 The City shall establish and maintain a program for adequate safety training in each department.

Section 22.5 The Employees and the Union may exercise all legal rights to secure a safe and healthful workplace, in a reasonable manner, without threats, loss of pay, or other reprisals of any kind. The Union shall present any and all safety concerns to the Safety Commission before taking any further action.

ARTICLE 23. ALTERATION OF AGREEMENT

Section 23.0 No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions or covenants contained herein shall be made by any employee or group of employees within the City, and in no case shall be binding upon the parties of this contract unless such agreement is made and executed in writing between the parties of this contract.

ARTICLE 24. SAVINGS CLAUSE

Section 24.0 If any section, paragraph, sentence, clause, phrase or other part of this Agreement is determined or declared to be contrary to, or in violation of, any state or federal law, the remainder of this Agreement shall not thereby be affected or invalidated. Such section declared invalid shall be renegotiated for amendment to this Agreement.

Section 24.1 The terms and conditions of this Agreement shall supersede ordinances and resolutions wherein there is a conflict with the terms of this Agreement.

ARTICLE 25.
UNION STEWARDS

Section 25.0 The Union shall furnish to the City a current list of the stewards' and officers' names, individual contact information, and their respective areas of assignment. On a monthly basis, the Union shall verify that the list is current and accurate in writing or electronically to the City Manager and Human Resources Director and post the current list upon the bulletin board in Human Resources Office at City Hall.

Section 25.1 The steward shall be paid at his or her regular rate for off time spent on investigation and adjustment of grievances. A Union steward shall not exceed two (2) hours a week of regular time (non cumulative) for investigation. A Union steward may request additional time for investigation from the City Manager. The City Manager shall not unreasonably delay approval.

Section 25.2 The steward shall, before leaving his/her workstation, inform the steward's department supervisor for permission to investigate and/or adjust grievances and the need to leave and shall report back promptly when his/her part in the grievance adjustment has been completed.

ARTICLE 26.
DURATION

This Agreement shall be effective as of the 1st day of January, 2020 and shall remain in full force and effect until December 31, 2022. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no later than sixty (60) days prior to its termination that it desires to modify or renegotiate this Agreement.

ARTICLE 27.
CHECKOFF

Section 27.0 Upon written request to the City Finance Officer by employees, payroll deductions for monthly Union members' dues shall be made by the City each pay period. This provision shall remain in effect during the term of this Agreement and any employee desiring to withdraw his authorization for payroll deductions may do so at any time during the month of November, by

written notice to the City Finance Officer and the Union. The payroll deduction shall cease beginning in the first full pay period following the City Finance Officer's receipt of such notice.

Section 27.1 A list of those employees signing such authorization, and the amount withheld, will be furnished to the Union at the time of the remittance of such union dues.

Section 27.2 Any changes in the amount of dues to be withheld by the City shall be furnished to the City Finance Officer, in writing, by the Union. This notice shall be submitted to the City at least twenty (20) days in advance of such change.

Section 27.3 Payment by the City of the amount withheld shall be made no later than the fifth day of the month immediately following the month for which such dues were collected.

Dated this ____ day of _____, 2019.

Dated this ____ day of _____, 2019.

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

CITY OF YANKTON

By:
Its:

By: Amy Leon
Its: City Manager