



**CITY OF YANKTON**

**2021\_04\_26**

**CITY COMMISSION  
MEETING**



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

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## **YANKTON BOARD OF CITY COMMISSIONERS**

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

**Monday, April 26, 2021**

**City of Yankton Community Meeting Room**

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

If you would like to watch the City Commission meeting you can do so by accessing the City of Yankton's YouTube Live Channel.

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

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

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### **I. ROUTINE BUSINESS**

**1. Roll Call**

**2. Approve Minutes of regular meeting of April 12, 2021 and Special City Commission Meeting of April 16, 2021**

**Attachment I-2**

**3. City Manager's Report**

**Attachment I-3**

**4. 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. Establishing public hearing for New Retail Wine & Cider License**

Establish May 10, 2021, as the date for the public hearing on the New Retail (on-off sale) Wine & Cider License for January 1, 2021, to December 31, 2021, from Hanten, Inc. d/b/a Ben's Brewing Co. (Ben Hanten, President), 719 Walnut Street, Yankton, S.D.

**Attachment II-1**

**2. Establishing public hearing for New Retail Malt Beverage**

Establish May 10, 2021, as the date for the public hearing on the New Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2021, to June 30, 2022, from Hanten, Inc. d/b/a Ben's Brewing Co. (Ben Hanten, President), 719 Walnut Street, Yankton, S.D.

**Attachment II-2**

**III. OLD BUSINESS**

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

**1. Health Board Update**

**2. Public hearing for transfer of ownership of Retail (on-off Sale) Malt Beverage License**

Consideration of Memorandum #21-68 regarding the public hearing for the transfer of ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2020, to June 30, 2021, from Cheers Bar & Grill, LLC (Beth Cuneo, Owner), d/b/a/ Cheers Bar & Grill, LLC to Hayes Enterprises, LLC (April Hayes, Owner), d/b/a Cheers - Pizza Plus, 310 Walnut Street, Yankton, S.D.

**Attachment III-2**

**3. Public hearing for sale of alcoholic beverages**

Consideration of Memorandum #21-71 regarding the public hearing on the request for a Special Events Malt Beverage (on-off sale) License for 1 day, August 6, 2021, from Utica Hall/Rueb, LLC d/b/a Utica Hall, 801 McCarthy Street, Utica, SD at 4-H Fair Grounds, 901 Whiting Drive, Yankton, SD.

**Attachment III-3**

**4. Funding Request - USBC**

Consideration of Memorandum #21-77 regarding Request from USBC for 2021 Women's State Tournament to be held in Yankton

**Attachment III-4**

*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. Tuition Reimbursement Program**

Consideration of Memorandum #21-59 regarding Tuition Reimbursement Program for the City of Yankton

**Attachment IV-1**

**2. Downtown Yankton Façade Grant Recommendations**

Consideration of Memorandum #21-72 regarding Downtown Yankton Façade Grant Recommendations

**Attachment IV-2**

**3. Bid Award – Liquid Asphalt**

Consideration of Memorandum #21-70 regarding Bid Award for Liquid Asphalt

**Attachment IV-3**

**4. Chan Gurney Airport – Grant Application**

Consideration of Memorandum #21-74 recommending approval of a grant application and associated engineering agreement for the design of Phase One of the North Taxilane System and Access Road Project including environmental and bidding services.

**Attachment IV-4**

**5. Introduction and First Reading**

The City Commission acting as the Board of Adjustment; Memorandum #21-73 establishing May 10, 2021 as the date for a public hearing to consider a variance from the front yard setback requirements in a B-2 Highway Business District on Lot 4, Block 1, Walmart Addition in the City of Yankton, South Dakota. Address, 3007 Broadway Avenue. Jeff Koster, owner.

**Attachment IV-5**

**6. Soccer Association / City of Yankton Property**

Consideration of Memorandum #21-76 recommending approval of the Yankton Youth Soccer's initial field development work on City of Yankton property

**Attachment IV-6**

**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 INTO EXECUTIVE SESSION TO DISCUSS CONTRACTUAL, LITIGATION AND PERSONNEL MATTERS UNDER SDCL 1-25-2**

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

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

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

**VII. RECONVENE AS BOARD OF CITY COMMISSIONERS**

1. Roll Call

**VIII. ADJOURN THE MEETING OF APRIL 26, 2021**

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

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

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS  
YANKTON, SOUTH DAKOTA  
APRIL 12<sup>TH</sup>, 2021**

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

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

Action 21-79

Moved by Commissioner Webber, seconded by Commissioner Schramm, to approve Minutes of work session meeting of March 22, 2021 and regular meeting of March 22, 2021.

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

Motion adopted.

Action 21-80

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

1 Office Solution - Office Chairs - \$1,370.72; A Ox Welding Supply - Tank Rentals - \$135.95; Adobe Creative Cloud - Computer Program - \$85.18; Adobe Stock - Computer Program - \$31.94; Advanced Graphix, - Patrol Car Graphics - \$155.00; All City Pet Care Sout - K9 Reno Emergency Care - \$388.69; Allegiant Emergency Services Inc. - SCBA Flow Test - \$2,740.41; Amazon - Battery Backup - \$269.98; Amazon - Sunscreen - \$39.24; Amazon - DVD - \$10.96; Amazon - Office Supplies - \$32.99; Amazon - Books - \$179.98; Amazon - Program Supplies - \$212.95; Amazon - First Aid Supplies - \$33.82; Amazon - Finance Office Signage - \$14.99; Amazon - Program Supplies - \$77.44; Amazon - Book - \$16.50; Amazon - DVD's - \$115.21; Amazon - Clear Zip Bags - \$11.98; Amazon - Bookshelf - \$397.31; Amazon - Program Supplies - \$35.18; Amazon - DVD - \$19.98; Amazon - Towels - \$60.00; Amazon - Program Supplies - \$7.88; Amazon - Swim Goggles - \$87.52; Amazon - Janitorial Supplies - \$141.33; Amazon - Office Supplies - \$69.74; Amazon - Book - \$12.89; Amazon - Janitorial Supplies - \$184.58; Amazon - Check Stamp - \$12.99; Amazon - Program Supplies - \$17.98; Amazon - Hotdog Wrappers - \$59.00; Amazon - DVD's - \$57.90; Amazon - Book - \$11.94; Amazon - Program Supplies - \$18.11; Amazon - DVD's - \$329.86; Amazon - First Aid Kit - \$44.90; Amazon - Finance Microphones - \$87.73; American Lifeguard Pro - Lifeguard Suits/Trunks - \$491.54; American Public Works - APWA Annual Membership - \$215.00; American Red Cross - Lifeguard Manuals - \$1,710.93; A-Ox Welding Supply Co Inc. - Tank Rental - \$32.92; Associated Supply - Pulsar Booster Pump - \$755.31; AT&T - Cell Phone - \$137.29; AT&T - Mobile Data - \$2,206.46; Author Klovegreen - Books - \$69.84; Auto Value Yankton - Filters - \$2,176.97; AutoZone - Antifreeze, Wiper Blades - \$246.84; Baker-Taylor - Books - \$1,990.70; Banner Associates Inc. - Professional Services - \$22,076.76; Battery Exchange - Battery Exchange - \$130.00; BD Construction - Replace Check - \$474.75; Becker Body Shop - Repair Patrol Car #126 - \$5,137.60; Benjamin/Jeff And Jaci - Shirts - \$4,574.75; Bering Sales - Name Badges - \$37.63; Blackstrap Inc. - Road Salt - \$8,320.08; Bomgaar's - Floor Dry - \$1,245.19; Bomgaar's Inc. - Shop Supplies - \$49.05; BP Station - Fuel - \$35.67; Brammer/Rick - Summer Reading Performer - \$300.00; Buhl's Cleaners - Towels - \$758.67; Butler Machinery - Air Bag - Spring - \$350.75; C & B Yankton - Mower Repair - \$75.99; Campbell Oil - Av Fuel - \$25,344.76; Casey's Gen Store - Fuel - \$56.00; Cedar Knox Public Power Dist - Electricity -

\$1,604.93; Center Point - Large Print Books - \$267.24; Central Square Tech - Annual Subscription Fee - \$480.00; CenturyLink - Phone - \$1,291.53; City Of Vermillion - Jt Power Cash Trans - \$69,316.82; City Of Yankton-C G Airport - Landfill Fee - \$12.00; City Of Yankton-Landfill - Landfill Charge - \$46.00; City Of Yankton-Library - Program Supplies - \$50.00; City Of Yankton-Solid Waste - Compacted Garbage - \$15,444.13; City Of Yankton-Water - Landfill Fee - \$54.60; City Utilities - Water-Ww Charges - \$138.88; Clarks Rentals - Equipment Rental - \$180.00; Collaborative Summer - Summer Reading Program - \$413.58; Conoco - Propane Gas - \$53.78; Continental Research - Cleaning Supplies - \$719.25; Core & Main - Fire Hydrant - \$59,875.00; Cornwell D-P Tools - Hammer, Torque Extension - \$682.41; Cox Auto Inc. - Grease Cap - \$7.04; Creative Divisions - Youth Books - \$570.98; Credit Collection Service - Ut Collection - \$169.68; Crescent Electric - Park Supplies - \$668.02; Culligan Water Condition - Monthly Filter Rental - \$50.00; Daniel Prather Snap-On - Used Tool Box - \$500.00; Danko Emergency Equipment - Repair Kit - Gloves - \$314.78; De Lage Landen Public Finance - Golf Car Lease - \$33,165.64; Delta Kappa Gamma - Refund - \$100.00; Department Of Environment - Certification Testing - \$82.00; Dept Of Ag Ag Services - Spraying Certification - \$38.00; Design Solutions & Integration - Service Call - \$325.00; Displays 2 Go - Public Brochure Display - \$157.94; D'z Sweet Treatz - Employee Appreciation - \$132.00; Ebay - Toner - \$74.99; Ebay - Toner - \$99.99; Echo Electric Supply - Electric Motor - \$930.18; Efting/William - Consulting - \$2,850.00; Ehresmann Engineering - Plate Steel - Meter Room - \$178.45; Embroidery & Screen - Officer Vest Alteration - \$58.52; Environmental Express - Glucose Glutamic Acid - \$84.20; Facebook - Advertising - \$7.48; Fastenal Company - Park Supplies - \$419.26; FedEx - Postage - \$15.18; Fedex - Postage - \$16.60; Fejfar Plumbing & Heat - Replaced Piping - \$89.80; Ferguson Enterprises - 5/8 Meter Spuds - \$176.72; Ferguson Enterprises - Water Meters - \$65,000.00; Flexible Pipe Tool Company - Valve - \$547.20; Fransen/Katie - Class Refund - \$213.00; Frontier Mills - Grass Seed - \$129.10; Garys Repair - Towing - \$325.00; Gerstner Oil - Fuel - \$14,227.70; Goal Setter Systems - Ridgeway Park Repairs - \$325.00; Grainger - Coil - \$167.16; Guardian Alliance - Background Service - \$100.00; Guardian Fleet Safety - Equipment Removal - \$938.60; Hach Company - Electrode Parts - \$1,151.47; Hansen Locksmithing - Shop Expense - \$91.00; Hard Head Veteran - Srt Ballistic Helmets - \$5,328.00; Harn Ro Systems - Filters - \$7,149.07; Hawkins Inc. - Chemicals - \$18,650.36; HDR Engineering - WWTP EDA Improvements - \$88,408.59; Heiman Fire Equipment - Delta Rapid Link - \$57.55; Hercu-U-Lift - Fork Lift Repairs - \$749.06; Holophane - Light Pole & Globe - \$3,780.00; Hy-Vee - Supplies - \$105.88; Indeed - Housing Ad - \$268.96; Ingersoll Rand Company - Service Call - \$1,197.84; Inside The Tape - Investigations Training - \$105.00; Intl Code Council - ICC Annual Membership - \$145.00; Intoximeters - PBT Equipment - \$510.00; J & H Care & Cleaning Company - Janitorial Services - \$4,000.00; J2 Metrofax - Fax - \$9.95; Jacks Uniforms - Uniform, Name Plate - \$184.68; Jack's Uniforms - Crowd Control Resp Gear - \$11,838.00; JCL Solutions - Cleaning Supplies - \$281.90; John E. Reid & Association - Training-I And I Course - \$1,150.00; Kaiser Heating & Cooling - Repairs - \$969.84; Kaiser Refrigeration - Weed eater Repair - \$651.98; Klein's Tree Service - Nuisance Abatement - \$4,740.00; KLJ Engineering LLC - Reconstruction On Runway - \$3,969.06; Koletzky Implement - Mower Repair - \$19.09; Kopetsky's Ace - Wet/Dry Vac - \$426.74; Kramer/Dan & Laura - Refund - \$48.39; KVHT Radio Station - Advertisement - \$2,400.00; Language Line - Interp Service - \$103.34; Laser point - Alignment Lasers - \$299.00; League Of Minnesota Cities - Professional Services - \$345.00; Lewis And Clark Ford - Leaking Seals Repair - \$1,850.72; Lifeguard Store - Lifeguard Suits/Trunks - \$2,517.45; Liveactionsafety.Com - Rescue Tubes - \$784.13; Locators & Supplies - Shirts And Gloves - \$641.51; Los Designs - Sign On Trail - \$106.50; Mayer Signs - Boating Signs - \$100.00; McGrath North - Professional Services - \$192.00; McLeod's Printing - Election Supplies - \$665.75; McLeod's Printing - Traffic Citations - \$89.21; McMaster-Carr - UV Module Cooling Fans - \$701.41; Menards - Sertoma

Park Repairs - \$140.77; Menards - Memorial Horseshoe Pit - \$4,393.55; MidAmerican Energy - Fuel - \$13,807.24; Midwest Alarm Company Inc. - Fire Alarm Monitoring - \$162.00; Midwest Radiator - Shop Supplies - \$23.00; Midwest Tire And Muffler - Rim Ring, Tire Repair - \$2,064.13; Mozak's Floors & More - Carpet Adhesive - \$100.00; MSA Safety Sales - Calibration Gas - \$346.46; NAMI SF Police Dept - Registration Fee - \$120.00; Napa Auto Parts - Bearings - \$672.45; Neopost Inc. - Postage Ink - \$139.73; New Deal Tire - Scrap Tire Disposal - \$13,481.60; Northtown Automotive - Latch - \$157.94; Northwestern Energy - Electricity - \$79,100.40; Observer - Ad - \$48.00; Olson's Pest Technician - Pest Control - \$180.00; O'Reilly Auto Parts - Spark Plugs, Manifold - \$1,321.10; OTC Brands Inc. - Program Supplies - \$75.67; Overdrive Dist - E-Books - \$2,622.40; Overhead Door - Door Repair - \$285.00; Overhead Door - Install Rollup Door - \$1,015.00; PayPal - Laundry Disinfectant - \$206.01; PayPal - Toner - \$24.19; Petroleum Traders Corp - Fuel - \$30,468.90; PFS Healthworks - CDL Random Testing - \$31.50; Pitney Bowes PBP - Postage - \$200.00; Pitney Bowes Leased Equip - Postage - \$122.00; Pool Supply Unlimited - Pool Vacuum - \$735.36; Pospisil/Corey - MSHA Training - \$14.87; Powers Port A Pot - Porta Pots - \$375.00; Press Dakota Mstar Solutions - Visitors Guide - \$5,112.58; Provantage - Software - \$418.18; Racom Corporation - Beon - \$71.60; Recreation Supply Comp - Pool Cleaning Tools - \$1,860.86; Recreation Supply Company - Patio Loungers - \$19,314.00; Redlinger Bros Plumbing Corp - 3" Tap - \$632.35; Riverside Hydraulics - Power Washer Repair - \$20.38; Riverside Hydraulics Inc. - Hose - Fittings - \$148.00; Riverside Technologies Inc. - Monitors - \$5,236.00; Ron's Auto Glass - Replace Windshield - \$202.80; Royal Sport Shop - Office Supplies - \$12.00; Sanitation Products Inc. - Sweeper Brooms - \$5,525.07; Schuurmans Farm Supply - Cheetah Mower - \$9,753.01; SD Office Of Weights & Measure - Scale Inspection - \$103.00; SD Public Assurance Alliance - Property Liab Insurance - \$404,984.91; SD Secretary Of State - Foundation Annual Report - \$20.00; Sherwin Williams - Bridge Paint - \$144.20; Shur-Co Of Vermillion - Tarp Replacement - \$1,040.48; Society For Human Resource - Annual SHRM Membership - \$219.00; South Dakota Arbor - Membership Dues - \$70.00; Sprinkler Warehouse - Irrigation Supplies - \$2,242.52; Stan Houston Equipment - Memorial Pool Supplies - \$763.51; Stockwell Engineers Inc. - Huether Family Aquatics - \$35,855.10; Stuck/William Joseph - Summer Reading Performer - \$375.00; Sturdevant's - Power Washer Repair - \$125.79; Suncoast Identific - Aquatic Check In Tags - \$1,690.00; The Office Advantage - Copies - \$90.01; The Twisted Fork - Court Trial Expense - \$16.50; The Ups Store - Wet Test Shipping - \$550.03; Third Millennium Asso Inc. - Utility Billing - \$608.33; Top Notch Window Cleaning - Window Cleaning - \$685.00; Tractor Supply Co - Gear Wrench - \$64.99; Transource - Filters - \$351.24; Tre Environmental Strategies - Wet Test - \$950.00; TRK Hosting - Internet Access - \$7.95; Truck Trailer Sales - Vent, Light, Grommet - \$54.00; Truck Trailer Sales Inc. - Water Pump - \$1,930.31; United Laboratories - Grease Removal Chemical - \$441.05; United States Postal Service - Postage Meter - \$537.04; Usps - Postage - \$108.05; Vast Broadband-Vexus - Internet - \$3,882.28; Verizon - Internet Access - \$2,012.24; Viddler Inc. - Video Hosting - \$41.40; Vogel Paint Inc. - Traffic Paint - \$3,413.00; Wagner/Ashley - Refund - \$67.00; Walmart - Office Supplies - \$246.83; Walmart - Folding Cot - \$80.93; Walmart - Printer Ink - \$312.71; Welfl Construction Corp - Huether Family Aquatics - \$258,322.29; Wholesale Supply - Program Supplies - \$41.10; Wiebelhaus Recreation - Tourism Meeting - \$23.47; Xerox Financial Services - Copier Lease - \$2,602.85; Xtreme Car Wash - Car Washes - \$175.80; Yankton Area Arts Assn - Summer Band - \$3,600.00; Yankton Fire & Safety - Annual Inspection - \$2,520.75; Yankton Janitor Supply - Supplies - \$247.90; Yankton Medical Clinic - Pre Employment Physical - \$311.00; Yankton Rexall Drug - K9 Reno Meds - \$16.98; Yankton Sharp Shooters - Range Fee - \$1,500.00; Yankton Transmission - Install Shift Valve Kit - \$749.00; Yankton Vol Fire Department - Fire Calls-Drill Feb/Mar - \$1,480.00; Yankton Winnelson - Park Furniture -

\$4,001.15; Ykt Janitorial & Dt Sc - Floor Cleaning Supplies - \$161.40; Zoro Tools Inc. - Padlocks - \$144.31;

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

Salaries by Department: March 2021

Administration \$52,412.73; Finance \$32,329.43; Community Development \$26,459.77; Police/Dispatch \$183,377.16; Fire \$13,465.32; Engineering / Sr. Citizens \$46,680.86; Streets \$48,070.02; Snow & Ice \$2,957.66; Traffic Control \$4,012.19; Library \$25,763.47; Parks / SAC \$75,281.13; Marne Creek \$3,890.08; Water \$39,265.91; Wastewater \$42,444.72; Cemetery \$4,273.45; Solid Waste \$22,636.65; Landfill / Recycle \$20,466.42; Central Garage \$6,016.33

New Hires: Claire Martinson \$10.25 hr., Life Guard, Recreation Division; Steve Nowak \$1,657.50 bi-wkly, Fleet Mechanic, Central Garage

Wage Changes: Jason Foote \$3,010.42 bi-wkly, Police Dept; Julie Fleek \$1,483.54 bi-wkly, Dispatch; Rachel Houdek \$11.50 hr., Life Guard, Recreation Division

Position Changes: Joshua Lasley from Intern at \$9.50 hr. to Weight and Fitness Supervisor at \$9.75 hr., Recreation Division

Mayor Johnson read the following proclamations: Arbor Day proclaimed to be April 12<sup>th</sup>, 2021, National Public Safety Telecommunicators Week proclaimed to be the week of April 11<sup>th</sup> through the 17<sup>th</sup>, 2021 and National Library Week proclaimed to be the week of April 4<sup>th</sup> through April 10<sup>th</sup>, 2021.

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

During public appearances, Lauren Hanson, with United Way, gave an update on United Way’s Funding efforts to date and thanked the Commission for their support. Jesse Bailey, Pathways Executive Director, announced Pathways as the recipient of a Community Block Grant for more than \$269,000 and thanked the Commission for their support. Joe Tielke, Pathways Program Director, presented a letter to the Commission explaining their “Rapid Rehousing Program” and also thanked the Commission for their support.

Action 21-81

Moved by Commissioner Benson, seconded by Commissioner Schramm, to approve the following consent agenda items.

**1. Work Session**

Setting date of April 26, 2021, at 6:00 pm in Room #114 of the Career Manufacturing Technical Education Academy for the next work session of the Yankton City Commission



**2. Transient Merchant License and Special Events Dance License**

Consideration of Memorandum #21-54 recommending approval of the applications from Yankton Ribfest Committee for a Transient Merchant License for June 12, 2021 and a Special Events Dance License for June 12, 2021.

**3. Notice to Call for City of Yankton Election**

Establish 12:00 pm, on Friday, April 16, 2021, as the time and date of a “Notice to Call” a Special City Commission meeting to canvass the election returns of the City of Yankton Election to be held on Tuesday, April 13, 2021

**4. Establishing public hearing for transfer of ownership of Retail (on-off Sale) Malt Beverage License**

Establish April 26, 2021, as the date for the public hearing on the transfer of ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2020, to June 30, 2021, from Cheers Bar & Grill, LLC (Beth Cuneo, Owner), d/b/a/ Cheers Bar & Grill, LLC to Hayes Enterprises, LLC (April Hayes, Owner), d/b/a Cheers - Pizza Plus, 310 Walnut Street, Yankton, S.D.

**5. Establishing public hearing for sale of alcoholic beverages**

Establish April 26, 2021, as the date for the public hearing on the request for a Special Events Malt Beverage (on-off sale) License for 1 day, August 6, 2021, from Utica Hall/Rueb, LLC d/b/a Utica Hall, 801 McCarthy Street, Utica, SD at 4-H Fair Grounds, 901 Whiting Drive, Yankton, SD.

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

Motion adopted.

City Manager, Amy Leon, reviewed metrics from the Health Board. She explained that the Health Board would like to continue metrics but meet only as needed. The Commission’s consensus was to have the Health Board still meet monthly.

Action 21-82

This was the time and place of the public hearing for the application for a Special Events (on-sale) Liquor License for 1 day June 12, 2021 from Rock ‘N’ Rumble, Inc. (Michael Carda, President), d/b/a/ Yankton RibFest, Block of 3<sup>rd</sup> Street between Cedar and Walnut plus half of Walnut to the Alley and half of block North and South on Walnut and 3<sup>rd</sup> Street, Yankton, S.D. (Memorandum 21-55) No one was present to speak for or against the application.

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

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

Motion adopted.

Action 21-83

Moved by Commissioner Brunick, seconded by Commissioner Carda, to approve Resolution 21-29. (Memorandum 21-64)

### RESOLUTION 21-29

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

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

SURPLUS PROPERTY TO BE SOLD OR DESTROYED  
2012 Ford F150 VIN: 1FT7X2B65CEC31653

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

#### Action 21-84

Moved by Commissioner Miner, seconded by Commissioner Webber, to Resolution 21-30.  
(Memorandum 21-65)

### RESOLUTION 21-30

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

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

SURPLUS PROPERTY TO BE SOLD OR DESTROYED  
2006 Chevrolet VIN: 1GCDT146868303535

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

#### Action 21-85

Moved by Commissioner Benson, seconded by Commissioner Brunick, to approve a Sidewalk Cafe Permit to 301 East 3rd Street doing business as The Boat House. (Memorandum 21-58)

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

#### Action 21-86

Moved by Commissioner Webber, seconded by Commissioner Carda, to Resolution 21-27.  
(Memorandum 21-60)

**RESOLUTION 21-27**

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 property.

NOW, THEREFOR, 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, sequential:

PROPERTY TO BE SURPLUS  
1998 Snogo MP3D Snow Blower S/N 371

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

Action 21-87

Moved by Commissioner Brunick, seconded by Commissioner Miner, to Resolution 21-28.  
(Memorandum 21-63)

**RESOLUTION 21-28**

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

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

SURPLUS PROPERTY TO BE SOLD, TRADED, DONATED OR DESTROYED

Police Department:  
2020 Ford Explorer Police AWD 4DR - VIN# 1FM5K8AW2LGA19738  
20,846 miles

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

Action 21-88

Moved by Commissioner Webber, seconded by Commissioner Schramm, to approve the purchase of two 2021 Ford Interceptor SUVs from Lamb Motors of Onida, South Dakota based on the state bid amount. (Memorandum 21-69)

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

Action 21-89

Moved by Commissioner Schramm, seconded by Commissioner Webber, to approve the eighth amendment to the Joint Powers Solid Waste Agreement. (Memorandum 21-61)

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

Action 21-90

Moved by Commissioner Miner, seconded by Commissioner Benson, to authorize the Mayor to execute the Addendum to the Development Agreement for Tax Increment District Number Eight. Kelly Nielson, the major developer of Westbrook Estates, was present to answer questions and request adoption of Development Agreement addendum. (Memorandum 21-66)

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

Action 21-91

Moved by Commissioner Schramm, seconded by Commissioner Miner, to approve Change Order No. 4 to The Huether Family Aquatics Center contract with Welfl Construction of Yankton, South Dakota in the amount of \$14,83.00. (Memorandum 21-67)

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

Action 21-92

Moved by Commissioner Brunick, seconded by Commissioner Benson, to approve Resolution 21-25. (Memorandum 21-56)

**RESOLUTION 21-25**

Special Events Parking Request

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

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

WHEREAS, the Ribfest committee has made a request to enact this no parking zone for their event on June 12, 2021.

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 3<sup>rd</sup> Street from Cedar to the alley between Walnut and Douglas and also ½ block closures on Walnut Street from 2<sup>nd</sup> to 3<sup>rd</sup> and 3<sup>rd</sup> to 4<sup>th</sup> Streets, shown on the attached map, to be in effect from 6:00 AM on June 12, 2021 until 2:00 AM on June 13, 2021.

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

Action 21-93

Moved by Commissioner Webber, seconded by Commissioner Brunick, to approve Resolution 21-26. (Memorandum 21-57)

**RESOLUTION 21- 26**

Special Events Parking Request

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

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

WHEREAS, the Market at the Meridian committee has made a request to enact this no parking zone for their event each Saturday beginning May 1, 2021 and ending on October 30, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request in the public parking lot at Douglas Ave. and 2<sup>nd</sup> Street to be in effect from 6:00 AM on until 1:00 PM each Saturday May 1 – October 30, 2021.

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

Action 21-94

Moved by Commissioner Carda, seconded by Commissioner Miner, to approve a funding request for \$3,500.00 from the USBC for the 2021 Women’s State Bowling Tournament to be held in Yankton from April 9<sup>th</sup>, 2021 through May 2<sup>nd</sup>, 2021.

After discussion, Brunick moved, Schramm seconded; to table this item to the next commission meeting. (Memorandum 21-62)

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

Action 21-95

Moved by Commissioner Benson, seconded by Commissioner Brunick, to adjourn at 8:43 p.m.

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

\_\_\_\_\_  
Nathan V Johnson  
Mayor

ATTEST: \_\_\_\_\_  
Al Viereck  
Finance Officer

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS  
YANKTON, SOUTH DAKOTA  
SPECIAL MEETING – APRIL 16<sup>TH</sup>, 2021, 12:00 P.M.**

In the absence of the Mayor, City Manager, Amy Leon, called the Special Meeting of the Board of City Commissioners of the City of Yankton to order.

**Roll Call:** Present: Commissioners Brunick, Carda, Maibaum, Schramm and Webber. City Manager Leon was also present. Quorum present.

There were no public appearances at this time.

Action 21-96

Moved by Commissioner Maibaum, seconded by Commissioner Webber, that Commissioner Carda be acting Mayor.

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

Motion adopted.

Action 21-97

Moved by Commissioner Webber, seconded by Commissioner Schramm, that the Canvass of election returns for the City of Yankton Election of Tuesday, April 13<sup>th</sup>, 2021 be approved as follows:

OFFICIAL CANVASS SHEET  
APRIL 13<sup>TH</sup>, 2021 MUNICIPAL ELECTION  
CITY OF YANTON

Vote Center	1	2	3	
City Commissioner <u>Three Year Term</u>	<u>City Hall</u>	<u>North Fire Station</u>	<u>Absentee</u>	<u>Total</u>
Mike Villanueva	607	621	411	1639
Stacey Nickles	156	215	69	440
Nathan V. Johnson	499	495	380	1374
Curt Bernard	164	221	95	480
Michael Grave	144	173	57	374
Thomas Bixler	51	46	16	113
Bridget Benson	473	457	334	1264
<b>Total Number Voting</b>	<b>2094</b>	<b>2228</b>	<b>1362</b>	<b>5684</b>

STATE OF SOUTH DAKOTA )  
COUNTY OF YANKTON )

We, the undersigned City Commissioners of the City of Yankton, South Dakota, appointed as the Board of Canvassers because of our positions on the governing board in the jurisdiction of Yankton for the Municipal Election held on the 13<sup>th</sup> day of April 2021, hereby certify that the foregoing is a true abstract of the votes cast in the jurisdiction of Yankton at the election as shown by the returns certified to the person in charge of the election.

We further find and declare that Mike Villanueva, Nathan V. Johnson and Bridget Benson having received a majority of all votes cast in said election, for members of the Board of Commissioners are duly elected for a period of three years.

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

Motion adopted.

Action 21-98

Moved by Commissioner Webber, seconded by Commissioner Brunick, to adjourn at 12:09 p.m.  
**Roll Call:** All members present voting "Aye;" voting "Nay:" None.  
Motion adopted.

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Nathan V Johnson, Mayor

ATTEST: \_\_\_\_\_  
Al Viereck, Finance Officer



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## OFFICE OF THE CITY MANAGER

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

VOL. 56, NUMBER 8

### Commission Information Memorandum

The Yankton City Commission meeting on Monday, April 26, 2021, will begin at 7:00 pm.

#### Non-Agenda Items of Interest

##### 1) Community & Economic Department Update

Although there are always a few people that start too soon, we were happy to see that we had fewer offenders setting their Citywide Cleanup Week items out too early this year. There are a number of possible factors that could have contributed to this. Maybe it was last fall's free drop off, the timing of Easter, weather patterns or something else. We will be reviewing the situation in hopes of learning how to continue this positive trend.

On March 22nd the City Commission approved a Business Improvement District #1 Board of Director's recommendation to assist with the cost of the NAIA Indoor Track and Field Championships that were held at Mount Marty University. The action approved \$7,000 in funding with the possibility of reducing that amount by having the Yankton Convention and Visitor's Bureau (CVB) help with the funding. The CVB has agreed to fund \$2,000 from their events budget so the amount provided by the BID fund will be \$5,000.

##### 2) Finance Department Update

The April 13<sup>th</sup> municipal election had a voter turnout of 22.26% with 2,031 out of 9,125 active registered voters showing up at the polls. This was a decrease from the 2020 turnout of 32.3% in the City's last June election combined with Yankton County. There were a total of 1,362 absentee voters in this election compared to 1,868 in June 2020. The election canvass was held Friday, April 16. The official vote tally for each candidate is as follows: Mike Villanueva-1,639 (28.8%); Stacey Nickels-440 (7.7%); Nathan V. Johnson-1,374 (24.2%); Curt Bernard-480 (8.4%); Michael Grave-374 (6.6%); Thomas Bixler-113 (2%); and Bridget Benson-1,264 (22.2%). The commission's annual re-organizational meeting will be held May 10th with Bridget Benson, Nathan Johnson, and Mike Villanueva taking the Oath of Office.

Please see the enclosed Finance Monthly Report for March and the first quarter 2021 Revenues and Expenditures Report.

##### 3) Police Department Update

This week, Commander Brandt presented a case study of a sex offender at the Sex Offender registry conference.

Chief Harris, Commander Foote, Sergeant Larson, and the City Manager attended the awards banquet at the Chiefs and Sheriffs Association Banquet, where Officer Dylan Wilson received Officer of the Year



for the State of South Dakota and Business owners Kevin and Courtney Opshal received citizen of the year for their support of law enforcement with their Stronger Together Event.

Officers are actively working an animal cruelty case. Dr. Mary Green at Lewis and Clark Veterinary Clinic has been very helpful in this case.

Officer Dylan Wilson completed Crisis Intervention Training in Sioux Falls. We continue to strive to get 100% of our officers trained in Crisis Intervention Training. Crisis Intervention Training helps officer learn to deal with individuals who are having mental health crisis.

Officer Justin Paddack has begun his training part time with the police department. Justin will graduate in May from Mount Marty University.

#### **4) Public Works Department Update**

Citywide Cleanup is underway and crews are making their way through the routes picking up materials put out for curbside collection. Once Citywide Cleanup is complete, street crews will begin annual street maintenance projects.

The Household Hazardous Waste Collection Event held Saturday April 17<sup>th</sup> in Yankton was a success. 299 vehicles materials off during the four-hour event.

The Engineering Department received a request to remove the “no parking” area on Second Street, from Pearl Street to Third Street. The “no parking” zones are remnants from when Second Street was a SDDOT Highway route with four lanes and no on-street parking. When the Discovery Bridge was built, Second Street was no longer needed as a SDDOT Highway route and was transferred to the City. The City restriped the corridor to a three-lane configuration, which allowed for parallel parking along each side of the street. On-street parking is currently allowed from Broadway Avenue to Mulberry Street, which supports the Downtown Business model along the corridor. Since the lane reconfiguration took place, business has developed on Second Street from Pearl Street to Third Street necessitating the need for on-street parking. Staff will make the necessary adjustments to the current signage to allow on-street parking in this location.

#### **The Huether Family Aquatics Center**

The substantial completion date for the project was April 16<sup>th</sup>. Welfl Construction is currently being assessed liquidated damages as per the contract. At the appropriate time, staff and the consulting engineer, Stockwell Engineering will review their request for a time extension.

With the forecasted weather, I would anticipate most if not all of the concrete other than the parking lot pavement would be done by April 24<sup>th</sup>. This would include all of the trail/sidewalk associated with the project within Memorial Park.

As far as interior work that has been accomplished, the cabinets in the concession and office areas has been installed. Lighting and ceilings are complete in the men’s bathroom.

Even with all this work being completed, there is still much to do. Items such as pool lining, irrigation and landscaping still remain. Staff has asked the contractor to provide a detailed schedule on the remaining items.

#### **Marne Creek Bank Stabilization and Maintenance Trail Reconstruction**

No new information to share for this project. Work continues on the plan development and submittal.

### **23<sup>rd</sup> Street Construction and Utility Installation**

This project has been advertised with a bid closing date of May 13<sup>th</sup>. If all goes as planned, a recommendation for bid acceptance will be on the May 24<sup>th</sup> commission agenda.

### **Spruce Street Reconstruction**

The project was awarded to D&G Construction. All the contract documents have been submitted. A preconstruction meeting will be held, prior to work beginning.

### **5) Environmental Services Department Update**

The wastewater plant was in violation of our discharge permit. Our Total Suspended Solids (TSS) 30 day average was 32.6 mg/L, exceeding the discharge permit limit of 30mg/L. Staff continues to work with the South Dakota DENR to address the issue and has submitted the required action plan. Staff discovered that some of the elevated levels were coming from material build up on the final discharge piping and UV system channels. Staff has cleaned the pipe and UV channels and will continue to do so on regular schedule. Staff is also looking into some additional chemical to aid in the final flocculation to help settle out the suspended solids. No other action is required at this time.

Staff will be sending out letters for Lead and Copper sampling. The City is required to complete additional Lead and Copper sampling because of the new treatment process. 40 samples will be collected and staff will send the samples to the South Dakota Health lab. If the results are similar to last time, and continue to show no increased levels of lead or copper, the City will be able to return to a reduced sampling cycle.

Staff is also closely monitoring the new Lead and Copper rule being administered by the EPA. The new rule does have language for removal of lead service lines. The responsibility to remove the lead service lines is unclear. Staff is also monitoring the potential funding for a Lead Service Line Removal Program.

### **6) Parks and Recreation Department Update**

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

### **7) Information Services Update**

We have signed agreement with Robert Sharp & Associates for the design of the new website for the Huether Family Aquatics Center. The goal will be to have the site operational by Memorial Day utilizing stock images and updating it as we capture new images and video when the facility is fully operational. We are still waiting on delivery for a few of the technology related pieces for the pool to be delivered but have backup plans in place if we don't receive the missing pieces by opening. Staff is also currently interviewing candidates for the 911 Dispatcher opening that we have.

### **8) Human Resources Update**

Summer seasonal recruitment is in full swing. The SD Dept of Labor is working with us on additional advertising through their website and Facebook. We are still advertising too, and we have hired on many summer employees. The Parks department has 8 and is looking for a couple more, the airport is complete, solid waste has one and looking for a couple more. We are full on youth program instructors; we have 47 lifeguards thus far and are looking for 8-12 more and have a few cashiers/concessions employees.

We are interviewing this week for the Fleet Mechanic/Grounds Maintenance position left vacant after John Gleich's retirement.

We are advertising for the Waste Water's Sr. Lab Technician that will become available when Rich DeWald retires in June.

We are interviewing for the 911 Communications Dispatcher position vacated by Julie Fleek. We have a good group of applications; and are hopeful we will be able to add to our talented dispatch group.

UKG is currently in dual punch mode. All employees are using the system to clock in/out and request time off while still using the current method for payroll. This will give us a good comparison when performing a parallel payroll. We've run one payroll as a comparison to taxes and deduction/benefits and we've made some corrections. We continue to meet with UKG module experts four times per week to make adjustments as they arise and gain continued experience within the system. We are still on pace to go live starting Saturday, May 8<sup>th</sup>.

**9) Library Update**

We are currently working with the Yankton Middle School Librarian, Tracy Robinson, to do a pilot program this summer to give every 6<sup>th</sup> grader a library card to Yankton Community Library. With their card, the students will have access to physical items at the library as well as e-books through the Libby app. We want to encourage reading and using the library through the summer months (and all year long)! We are hoping this program will get some new individuals and families into the public library or bring some families back that might not have used the library in a while. We want to thank Tracy for her support in this program and for sharing her enthusiasm for libraries and reading with her students!

The library will be hosting a virtual book talk with South Dakota Poet Laureate, Christine Stewart Nuñez on Monday, April 26 at 7:00 pm. She will be discussing a book she recently edited, *South Dakota in Poems*. We are looking forward to a great evening of discussion and poetry.

**10) Monthly reports / Minutes**

Yankton Police Department monthly reports are included for your review. Minutes from the Planning Commission 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 Monday, please inform my office.

Sincerely,

Amy Leon  
City Manager

CITY OF YANKTON  
Revenues and Expenditures

	01Jan2021 31Mar2021	01Jan2020 31Mar2020	YTD 2021	YTD 2020
101 General Fund				
Revenues	1,710,939.97	1,461,438.20	1,710,939.97	1,461,438.20
Expenditures	1,711,029.54	2,048,219.87	1,711,029.54	2,048,219.87
201 Parks				
Revenues	3,689.82	2,221.94	3,689.82	2,221.94
Expenditures	229,090.94	247,768.25	229,090.94	247,768.25
202 Memorial Pool				
Revenues	8,489.17	219.75	8,489.17	219.75
Expenditures	942.17	162.21	942.17	162.21
203 Summit Activity Center				
Revenues	43,409.60	135,410.14	43,409.60	135,410.14
Expenditures	89,043.22	137,537.07	89,043.22	137,537.07
204 Marne Creek				
Revenues		(68,653.80)		(68,653.80)
Expenditures	245,589.14	84,862.73	245,589.14	84,862.73
205 Casualty Reserve				
Revenues	27.83	148.43	27.83	148.43
Expenditures				
207 Bridge and Street				
Revenues	123.11	502.41	123.11	502.41
Expenditures		(895.68)		(895.68)
208 911/Dispatch				
Revenues	354.70	15,562.70	354.70	15,562.70
Expenditures	125,216.91	130,386.99	125,216.91	130,386.99
209 Business Improvement District				
Revenues	14,171.94	15,498.54	14,171.94	15,498.54
Expenditures	100,231.52		100,231.52	
211 Lodging Sales Tax				
Revenues	92,621.41	100,057.66	92,621.41	100,057.66
Expenditures	208,668.16	140,450.31	208,668.16	140,450.31
241 Infrastructure Improvement				
Revenue	164.00	1,387.07	164.00	1,387.07
Expenditures				

CITY OF YANKTON  
Revenues and Expenditures

	01Jan2021 31Mar2021	01Jan2020 31Mar2020	YTD 2021	YTD 2020
501-504 Improvements/Capital				
Revenues	91,941.22	(43,314.81)	91,941.22	(43,314.81)
Expenditures	29,318.30	127,977.44	29,318.30	127,977.44
505 Huether Family Aquatic Center				
Revenues	162,868.79	42,087.77	162,868.79	42,087.77
Expenditures	779,543.45	103,018.91	779,543.45	103,018.91
506 Special Capital Improvements				
Revenues	1,230,746.00	1,103,396.42	1,230,746.00	1,103,396.42
Expenditures	768.71	(50,875.15)	768.71	(50,875.15)
509 TID #2 Morgan Square				
Revenues				
Expenditures				
510 TID #5 Menards				
Revenues	8,995.81	1,355.67	8,995.81	1,355.67
Expenditures				
511 TID #6 Westbrook Estates				
Revenues	10,537.51	13,426.68	10,537.51	13,426.68
Expenditures				
512 TID #7 West 10th Street				
Revenues	8,168.00	2,808.49	8,168.00	2,808.49
Expenditures				
513 TID #8 Westbrook Phase 2				
Revenues		15,388.87		15,388.87
Expenditures				
601-608 Water				
Revenues	1,443,929.01	3,101,043.00	1,443,929.01	3,101,043.00
Expenditures	2,278,573.96	1,440,062.89	2,278,573.96	1,440,062.89
611 Wastewater				
Revenues	982,356.39	1,000,806.63	982,356.39	1,000,806.63
Expenditures	649,342.81	403,105.32	649,342.81	403,105.32
621 Cemetery				
Revenues	4,747.76	3,241.07	4,747.76	3,241.07
Expenditures	16,277.71	25,706.65	16,277.71	25,706.65
631 Solid Waste Collection				
Revenues	325,281.38	315,330.62	325,281.38	315,330.62
Expenditures	164,149.99	194,707.39	164,149.99	194,707.39
637 Joint Powers Landfill				
Revenues	388,193.36	300,979.90	388,193.36	300,979.90
Expenditures	286,629.48	287,529.40	286,629.48	287,529.40
641 Fox Run Golf Course				
Revenues	10,000.02	10,000.02	10,000.02	10,000.02
Expenditures	20,733.68	28,513.16	20,733.68	28,513.16

## FINANCE MONTHLY REPORT

Activity	March-21	March-20	Mar-21YTD	Mar-20YTD
<b>UTILITY BILLING:</b>				
<b>Water</b>				
Water Sold (in gallons per 1,000)	37,070 M	39,528 M	116,191 M	121,865 M
Water Billed	\$455,622.22	\$465,133.80	\$1,399,047.39	\$1,411,934.03
Basic Water Fee/Rate per 1000 gal.*	\$27.51/6.30	\$27.51/\$6.12		
Number of Accounts Billed	5,387	5,331	16,149	15,989
Number of Bills Mailed	5,387	5,331	16,149	15,989
Total Meters Read	5,856	5,790	17,552	17,363
Meter Changes/pulled	5	6	20	12
Total Days Meter Reading	1	1	3	3
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	0	0
<b>Sewer</b>				
Sewer Billed	\$314,945.99	\$329,388.29	\$979,762.74	\$990,388.14
Basic Sewer Fee/Rate per 1000 gal.*	\$11.22/\$6.80	\$10.69/\$6.48		
<b>Solid Waste</b>				
Solid Waste Billed	\$107,845.71	\$103,334.83	\$323,224.05	\$310,388.70
Basic Solid Waste Fee*	\$23.61	\$22.92		
<b>Total Utility Billing:</b>	<b>\$878,413.92</b>	<b>\$897,856.92</b>	<b>\$2,702,034.18</b>	<b>\$2,712,710.87</b>
<b>Adjustment Total:</b>	<b>(\$20.00)</b>	<b>(\$347.36)</b>	<b>(\$217.98)</b>	<b>(\$637.24)</b>
Misread Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Other Adjustments	\$0.00	(\$207.36)	\$62.02	(\$217.24)
Penalty Adjustments OFF	(\$60.00)	(\$160.00)	(\$330.00)	(\$480.00)
Penalty Adjustments ON	\$40.00	\$20.00	\$50.00	\$60.00
New Accounts/Connects	44	48	139	134
Accounts Finaled/Disconnects	48	59	161	165
New Accounts Set up	7	8	20	19
Delinquent Notices	385	437	1,113	1,276
Doorknockers	98	165	316	522
Delinquent Call List	34	138	156	352
Notice of Termination Letters	13	0	36	26
Shut-off for Non-payment	8	0	18	10
Delinquent Notice Penalties	\$3,850.00	\$4,370.00	\$11,130.00	\$12,760.00
Doorknocker Penalties	\$980.00	\$1,650.00	\$3,160.00	\$5,220.00
Bad debts/Accts listed at Collections	\$117,444.83	\$101,494.69	\$118,083.16	\$102,983.76
<b>Other Office Functions:</b>				
Interest Income	\$17,041.53	\$77,808.07	\$49,832.13	\$246,372.29
Interest Rate-Checking Account	0.40%	1.79%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	97	137		
Payments Issued to Vendors	\$ 2,742,901.74	\$2,587,608.10	\$ 6,668,231.61	\$ 7,192,907.83
# of Employees on Payroll	176	208		
Monthly Payroll *	\$ 450,987.55	\$441,626.96	\$ 1,396,105.93	\$ 1,350,982.57

PARKS AND RECREATION DEPARTMENT

**SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS**

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

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

There will be no rentals through Labor Day 2021.

- o SAC member attendance for April 1 – 15 – 1,146 visits  
(2020- 0 visits, 2019- 2,835 visits, 2018- 2,989 visits, 2017- 2,847 visits)
- o New Members Joined– 18  
(2020- 0 people, 2019- 35 new members, 2018- 38 people, 2017- 10 people)
  - Annual passes sold: 2
  - Monthly passes sold: 15
  - EFT passes sold: 1
  - The Huether Family Aquatics Center total passes sold- 511

**Capital Building Rentals**

- o Days Rented – 1 Date

**Park Shelter Rentals**

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

The SAC staff are working with open swims and open gym on Saturday and Sundays. Two sessions of open swims happen each Saturday and Sunday. The times are Noon to 1:30 and 2:00pm to 3:30. Maximum attendance was increased 65. This schedule will remain in place through the month of May.

The Recreation Staff have been working on the operations plan for The Huether Family Aquatics Center for 2021.

The Recreation Staff have created a digital summer recreation brochure for 2021.

It is available on the City's website:

<https://www.cityofyankton.org/home/showpublisheddocument?id=9408>

- Summit Activities Center members may register for summer recreation programs at the SAC, Monday, May 3 from 5 a.m.-10 p.m.

- Online registration for summer programs will begin Tuesday, May 4 at 11 a.m. for the general public.

- If you do not have access to a computer, walk-in registration is available at the Summit Activities Center for summer programs and activities starting Tuesday, May 4 at 11 a.m.

Brittany L. is working on 4<sup>th</sup> of July fireworks for 2021.

Brittany L. is planning for Music at the Meridian in 2021.

Brittany L. has been working with groups to schedule events for the summer and fall of 2021.

Brittany L. is planning for a new Saturday morning event series to take place on the green space out to the east of The Huether Family Aquatics Center entry way. The event series will take place June 26 through July 31. Times for the Saturday morning events will be 9:30am to 11:30am so it is right before the aquatics facility opens for the day at 11:30am. Brittany is collaborating with the library and some other organizations in the community for this special event series.

## **PARKS**

The Parks Department is having interviews with internal City of Yankton candidates for the Parks Fleet Mechanic/Ground Maintenance position that was vacated with John Gleich's retirement.

Forecasted night time temperatures are the determining factor on turning on water in the parks and not day time temperatures. So, we are monitoring the forecasts to determine when we can begin to turn on water in the parks system. With forecasted nighttime temperatures in 2021 it will be Monday, April 26, when water will start to be turned on in the parks system.

Todd and Brittany L. is working with the Yankton CVB and the Nebraska Department of Tourism on an attraction at the Meridian Bridge as an effort to bring tourism to the area from Nebraska as a part of their state's "passport" program. Numerous sites around Nebraska are on the passport and eight sites in the northeast region of Nebraska in 2021 so visitors need to visit all the sites and have the passport stamped to be entered into win prizes. We are optimistic this will bring some tourism to Yankton.

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



March 2021

YPD

Calls For Service

911 HANG UP	9
911 OPEN	6
ALARM	15
ALCOHOL	4
AMBULANCE	18
ANIMAL	66
ASSAULT	11
ASSIST	3
ATTEMPT TO LOCATE	2
BANK ALARM	3
BOND VIOLATION	3
BURGLARY BUSINESS	2
BURGLARY RESIDENTIAL	2
CHILD ABUSE	5
CHILD CUSTODY	8
CIVIL DISPUTE	15
CRIMINAL ENTRY OF MV	3
DEATH	1
DISORDERLY CONDUCT	34
DOMESTIC VIOLENCE	12
DRIVING COMPLAINT	27
DRIVING COMPLAINT 911	16
DRUG	15
ESCORT	4
EX PATRL	12
FAMILY OFFENSE	2
FIGHT	6
FIRE	1
FOREIGN AID	24
FRAUD	8
GAS DRIVE OFF	1
HARASS	26
HAZMAT	2
HIT&RUN	14
INFORMATION	9
JAIL ISSUES	1
JUV	29
K9 SNIFF	1
LOST & FOUND	4
MENTAL ILLNESS	14
MISC	1
MISSING PERSON	5
MOTOR ASSIST	18
NOISE COMPLAINT	13
OPN DOOR	2
PARKING	26
PAROLE/PROBATION	8
1042	16
PROTECTION ORDER	1
PUBLIC INTOX	1
PURSUIT	1
REBOOT COMPUTERS	1
REQUEST	2
RUNAWAY	4
SAFETY TALK	1
SEX CRIME	8
SIG 2	27
SIGNAL 1 INJURY	5
SUICIDE	13
SUSP ACTIVITY	18
SUSPICIOUS PERSON/VEHICLE	41
THEFT	25
THREAT	3
TRAFFIC CONTROL	4
TRAFFIC STOP	278
TRESPASS	14
TRUANCY	8
VANDALISM	21
VEHICLE/ROAD COMPLAINT	17
WARRANT	10
WEAPONS	4
WELFARE CHECK	60
<b>Total</b>	<b>1042</b>

<b>Adult Arrest:</b>
<b># Individuals Arrested: 61</b>
<b># of Charges: 108</b>

<b>Juvenile Arrest:</b>
<b># Individuals Arrested: 3</b>
<b># of Charges: 4</b>

<b>Total Citations: 167</b>
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March 2021  
 YPD  
 Activity Report

	<b>GENERAL SUMMARY</b>			
	<b>THIS MONTH</b>		<b>Year To Date</b>	
	<b>This Year</b>	<b>Last Year</b>	<b>This Year</b>	<b>Last Year</b>
<b>POLICE INCIDENTS</b>	<b>1083</b>	<b>868</b>	<b>2856</b>	<b>2984</b>
<b>SHERIFF INCIDENTS</b>	<b>153</b>	<b>147</b>	<b>439</b>	<b>420</b>
<b>AMBULANCE CALLS (YPD)</b>	<b>18</b>	<b>18</b>	<b>57</b>	<b>63</b>
<b>FIRE / HAZMAT CALLS</b>	<b>3</b>	<b>4</b>	<b>17</b>	<b>9</b>
<b>FOREIGN AID CALLS</b>	<b>24</b>	<b>12</b>	<b>59</b>	<b>52</b>
<b>ALARMS</b>	<b>15</b>	<b>21</b>	<b>33</b>	<b>71</b>
<b>ANIMAL CALLS / COMPLAINTS</b>	<b>66</b>	<b>35</b>	<b>111</b>	<b>91</b>
<b>ANIMALS CLAIMED OR IMPOUNDED (HHS)</b>	<b>22</b>	<b>4</b>	<b>39</b>	<b>21</b>
<b>ANIMALS DISPOSED</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

	<b>ACCIDENT SUMMARY</b>			
	<b>THIS MONTH</b>		<b>Year To Date</b>	
	<b>This Year</b>	<b>Last Year</b>	<b>This Year</b>	<b>Last Year</b>
<b>STATE REPORTABLE</b>	<b>14</b>	<b>7</b>	<b>47</b>	<b>35</b>
<b>NON REPORTABLE AND HIT &amp; RUN</b>	<b>30</b>	<b>14</b>	<b>82</b>	<b>70</b>
<b>SIGNAL 1 INJURY</b>	<b>4</b>	<b>3</b>	<b>13</b>	<b>7</b>
<b># PERSONS INJURED</b>	<b>4</b>	<b>4</b>	<b>10</b>	<b>7</b>
<b>FATALITIES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PEDESTRIAN ACCIDENT</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>1</b>

March 2021

YPD

Citations

			THIS MONTH		YEAR TO DATE	
	This Month Juv / Adult		Total This Year	Total Last Year	Total This Year	Total Last Year
<b>SUSPENDED, EXPIRED OR UNLICENSED DRIVER</b>		17	17	11	51	43
<b>CARELESS DRIVING</b>		2	2	4	3	9
<b>EXHIBITION DRIVING</b>	1		1	3	6	7
<b>SPEEDING</b>	4	55	59	21	87	43
<b>STOP SIGN, RED LIGHT VIOLATION</b>		3	3	3	11	15
<b>ANIMALS AT LARGE</b>			0	0	0	0
<b>MAINTENANCE OF FINANCIAL RESPONSIBILITY</b>		9	9	3	22	30
<b>OPEN CONTAINER</b>			0	2	0	8
<b>CONSUMPTION UNDERAGE (18-20 yoa)</b>			0	2	4	8
<b>LIQUOR VIOLATIONS / FURNISHING ALCOHOL TO A MINOR</b>		5	5	0	5	0
<b>MISDEAMEANOR DRUG VIOLATIONS (POSS. OF DRUG PARAPH)</b>		21	21	4	52	19
<b>TOBACCO VIOLATIONS</b>	10	1	11	5	24	14
<b>PETTY THEFT UNDER \$400</b>		2	2	7	10	8
<b>INTENTIONAL DAMAGE TO PROPERTY</b>		1	1	0	1	0
<b>OTHER VIOLATIONS</b>	6	30	36	15	62	48
<b>TOTAL TRAFFIC CITATIONS</b>	21	146	167	80	338	252

March 2021

YPD

Adult Arrest

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
MURDER	0	0	0	0
RAPE	0	0	0	1
ROBBERY	0	0	0	0
DUI	13	7	34	22
DRIVING UNDER REVOCATION	4	0	13	8
BURGLARY	0	1	0	3
ASSAULT AGGRAVATED	2	1	4	6
ASSAULT SIMPLE	3	0	7	4
CRIMES AGAINST FAMILY / DOMESTIC VIOLENCE	6	5	14	14
DISORDERLY CONDUCT	2	1	2	1
SEXUAL CONTACT/SEX OFFENSES	0	0	0	1
THEFT PETTY	1	1	8	4
THEFT GRAND	0	0	0	0
THEFT AUTO	1	1	2	1
FORGERY & COUNTERFEITING	0	0	0	2
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	2	1	2	3
NARCOTIC DRUG CHARGES	14	7	52	79
LIQUOR ARRESTS	1	1	2	2
WEAPONS VIOLATION	0	0	3	0
WARRANTS	26	10	73	59
PROTECTIVE CUSTODY	0	0	0	0
ALL OTHER OFFENSES	33	17	69	112
TOTAL ARRESTS	108	53	285	322

March 2021  
YPD  
Juvenile Arrests

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
<b>CURFEW</b>	0	4	2	10
<b>RUNAWAY</b>	1	2	4	4
<b>MIC</b>	1	2	4	2
<b>MURDER</b>	0	0	0	0
<b>RAPE</b>	0	0	0	0
<b>ROBBERY</b>	0	0	0	0
<b>BURGLARY</b>	0	0	0	0
<b>ASSAULT AGGRAVATED</b>	1	0	1	0
<b>ASSAULT SIMPLE</b>	0	1	0	5
<b>CRIMES AGAINST FAMILY/ DOMESTIC VIOLENCE</b>	0	0	0	0
<b>DISORDERLY CONDUCT DISTURBANCE OF SCHOOL</b>	0	2	1	6
<b>SEXUAL CONTACT / SEX OFFENSES</b>	0	0	0	0
<b>THEFT PETTY</b>	0	0	0	0
<b>THEFT GRAND</b>	0	0	0	0
<b>THEFT AUTO</b>	0	0	0	0
<b>FORGERY &amp; COUNTERFEITING</b>	0	0	0	0
<b>FRAUD</b>	0	0	0	0
<b>EMBEZZLEMENT</b>	0	0	0	0
<b>INTENTIONAL DAMAGE</b>	0	0	0	0
<b>NARCOTIC DRUG CHARGES</b>	0	0	0	9
<b>LIQUOR ARRESTS</b>	0	0	0	1
<b>DUI</b>	0	1	0	1
<b>WEAPONS VIOLATIONS</b>	0	0	0	0
<b>ALL OTHER OFFENSES</b>	1	1	1	5
<b>TOTAL ARRESTS</b>	4	13	13	43

**CITY of YANKTON**  
**PLANNING COMMISSION MEETING MINUTES**  
**for**  
**Monday, March 8th, 2021**

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

This meeting was conducted via technology; with public comment available prior to the meeting via phone, mail and email and during the meeting via YouTube live stream chat. There were also staff and technology in the meeting room to allow live public comments if people attended.

**ROLL CALL:**

Present: Brad Wenande, Deb Specht, Mike Healy, Evie Sime, Warren Erickson, Marc Mooney, Sean Wamble, Steve Pier, City Commission Liaison, Dave Carda, and ETJ Member Michael Welch.

Unable to attend: Lynn Peterson.

Mike Healy joined the meeting at the time noted in the minutes.

Brad Wenande joined the meeting at the time noted in the minutes.

Chairman Pier asked for the consideration of the February 8th, 2021 meeting minutes.

21-06 **MINUTES** – February 8th, 2021

**MOTION** – It was moved by Commissioner Erickson and seconded by Commissioner Mooney to approve the minutes from February 8th, 2021, as they are presented.

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

**MOTION – PASSED**

There were no Consent or Old Business items for Planning Commission action.

Commissioner Mike Healy joined the meeting at 5:36PM.

**NEW BUSINESS:**

Chairman Pier moved on to New Business to discuss Plat review of Lots 8, 9, 10, 11 and 12, Block 10, Westbrook Estates being a Replat of Lots 1, 2, 3, 4, 5, 6 and 7, Block 10 of Westbrook Estates, in Tract 1 of Law Addition in the Southeast Quarter of Section 1, Township 93 North, Range 56 West of the 5th P.M., City of Yankton, Yankton County, South Dakota. Address, south side of the 2500 Block of the 1600 Block of W. 25th Street. Johanneson Contracting, Inc., owner.

Dave Mingo stated that the attached plat adjusts the internal property boundaries of the referenced lots. The developer has identified his target market and proposes the adjustment to provide of the construction of duplexes that are configured differently than originally planned. The original plat had seven lots, this proposal has five. All adjacent public infrastructure is accounted for.

Staff recommends approval of the proposed plat.

Commissioner Brad Wenande joined the meeting at 5:40PM.

21-07 **MOTION** - It was moved by Commissioner Erickson and seconded by Commissioner Sime to recommend approval of the plats of Lots 8, 9, 10, 11 and 12, Block 10, Westbrook Estates being a Replat of Lots 1, 2, 3, 4, 5, 6 and 7, Block 10 of Westbrook Estates, in Tract 1 of Law Addition in the Southeast Quarter of Section 1, Township 93 North, Range 56 West of the 5th P.M., City of Yankton, Yankton County, South Dakota. Address, south side of the 2500 Block of the 1600 Block of W. 25th Street.

**VOTE** - Voting "Aye" – all members present. Voting "Nay" – None.

**MOTION - PASSED**

**SCHEDULE:**

**March 22, 2021** - The City Commission makes a final decision.

Chairman Pier continued on with New Business to discuss the plat review of Lots A and B in the South Half of Lot 10 and Lots C and D in the North Half of Lot 9, Airport Acres Addition, City and County of Yankton, South Dakota. Address, 3010 Piper Street, Yankton, South Dakota. WDM Properties LLC, a South Dakota Limited Liability Company, owner.

Dave Mingo stated the proposed plat further identifies parts of previously platted lots in a manner that would support individual ownership of the lots. As proposed, the appropriate association will need to be created for the management and maintenance of the common area, shared easement and private utilities. All of the applicable subdivision regulations and development agreements with the original owners and legal descriptions still apply.

Staff recommends approval of the proposed plat.

21-08 **MOTION** - It was moved by Commissioner Wamble and seconded by Commissioner Specht to recommend approval of the plats of Lots A and B in the South Half of Lot 10 and Lots C and D in the North Half of Lot 9, Airport Acres Addition, City and County of Yankton, South Dakota. Address, 3010 Piper Street, Yankton, South Dakota. WDM Properties LLC, a South Dakota Limited Liability Company, owner.

**VOTE** - Voting "Aye" – Commissioners Sime, Specht, Healy, Erickson, Wamble, Wenande and Pier; Voting "Nay" – None; Commissioner Marc Mooney Abstained.

**MOTION - PASSED**

**OTHER BUSINESS:**

Chairman Pier moved on to Other Business to introduce Brad Bies, Community Development Manager, who provided an update on Storm Water and Floodplain Management. The focus of the discussion this year was on the MS4 Storm Water permit process, the City's responsibilities and the responsibilities of developers.

Commissioner Healy asked about downstream water quality monitoring. Bies answered that there are no permanent monitoring stations in place and that the focus is on proactively monitoring the

impacts of what we do as a community. Testing is done if there is a reason to believe that it is needed.

Chairman Pier continued on with Other Business to discuss the February, 2021 Building Permit Report. The total, year to date valuation, at the end of February, 2021 was \$1,025,567.00. For comparison, the total, year to date valuation, at the end of February, 2020 was \$5,614,452.10.

21-09 **ADJOURNMENT**

**MOTION** – It was moved by Commissioner Wenande and seconded by Commissioner Mooney to adjourn at 6:11PM.

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

**MOTION – PASSED**

Respectfully submitted,

A handwritten signature in blue ink that reads "Dave Mingo". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Dave Mingo, Secretary



**Yankton Taxable Sales and Sales Tax Receipts Due**

*Current 81*

**Total Yankton Sales Tax (combined 1st penny, 2nd penny, and BBB)**

	2017		2018		2019		2020		2021	
	Total	Tax Due	Total	Tax Due	Total	Tax Due	Total	Tax Due	Monthly % Diff.	Accum. % Diff.
Jan	\$881,111	\$931,740	\$887,586	\$980,221	\$1,033,945	5.48%	5.48%			
Feb	\$748,057	\$780,257	\$790,238	\$833,198	\$854,659	2.58%	4.15%			
Mar	\$670,903	\$701,758	\$719,909	\$781,998	\$801,336	2.47%	3.64%			
Apr	\$790,100	\$815,507	\$846,048	\$863,674						
May	\$786,113	\$810,439	\$856,331	\$798,764						
Jun	\$834,294	\$855,079	\$937,489	\$926,583						
Jul	\$933,678	\$930,480	\$993,257	\$1,013,493						
Aug	\$846,345	\$898,550	\$933,860	\$983,306						
Sep	\$834,196	\$942,296	\$938,255	\$892,708						
Oct	\$870,920	\$873,866	\$943,660	\$918,012						
Nov	\$828,894	\$851,380	\$887,192	\$874,158						
Dec	\$811,262	\$844,257	\$903,591	\$886,354						
<b>Totals</b>	\$9,835,872	\$10,235,607	\$10,637,414	\$10,752,470	\$2,689,939		3.64%			

**Top Ten First Class Cities Plus Vermillion**

**Feb**

Cities	2020 Total Tax Due	2021 Total*** Tax Due	Accum. % Diff.	Remote Sales Tax Due Included***	% OF Total
Sioux Falls	\$36,466,700	\$38,182,930	4.71%	\$2,759,172	7.23%
Rapid City	\$15,403,024	\$16,682,947	8.31%	\$863,512	5.18%
Aberdeen	\$4,746,499	\$5,156,658	8.64%	\$325,019	6.30%
Watertown	\$4,013,135	\$4,339,933	8.14%	\$229,630	5.29%
Brookings	\$3,783,567	\$3,787,402	0.10%	\$269,376	7.11%
Mitchell	\$2,914,236	\$2,919,666	0.19%	\$162,974	5.58%
<b>Yankton</b>	<b>\$2,595,417</b>	<b>\$2,689,939</b>	<b>3.64%</b>	<b>\$174,715</b>	<b>6.50%</b>
Pierre	\$2,117,678	\$2,339,917	10.49%	\$138,399	5.91%
Spearsfish	\$2,182,904	\$2,349,117	7.61%	\$133,427	5.68%
Huron	\$1,787,614	\$1,857,174	3.89%	\$172,409	9.28%
Vermillion	\$1,088,531	\$1,144,158	5.11%	\$98,910	8.64%
<b>Totals</b>	<b>\$77,099,305</b>	<b>\$81,449,841</b>	<b>5.64%</b>	<b>\$5,327,543</b>	<b>6.54%</b>

**Yankton Taxable Sales and Sales Tax Receipts Due**

**Yankton Sales Tax (first and second penny combined)**

	2018		2019		2020		2021			
	General Taxable Sales	General Tax Due	General Taxable Sales	General Tax Due	General Taxable Sales	General Tax Due	General Taxable Sales	General Tax Due	Monthly % Diff.	Accum. % Diff.
Jan	\$43,963,784	\$880,367	\$41,866,467	\$837,794	\$46,352,769	\$928,136	\$49,190,516	\$983,882	6.01%	6.01%
Feb	\$36,611,583	\$732,802	\$36,765,632	\$738,274	\$38,913,538	\$778,686	\$40,019,239	\$801,015	2.87%	4.57%
Mar	\$32,806,331	\$656,668	\$33,836,569	\$677,909	\$36,741,943	\$735,389	\$37,550,213	\$753,209	2.42%	3.93%
Apr	\$37,900,165	\$759,728	\$39,710,074	\$794,821	\$41,101,099	\$822,338				
May	\$37,962,931	\$762,156	\$40,368,638	\$807,621	\$38,091,691	\$763,000				
Jun	\$39,964,498	\$799,441	\$43,893,707	\$877,878	\$43,737,970	\$875,295				
Jul	\$43,372,992	\$871,624	\$46,559,570	\$932,479	\$47,621,249	\$953,568				
Aug	\$41,806,807	\$836,440	\$43,513,910	\$870,548	\$45,924,399	\$919,315				
Sep	\$44,029,076	\$881,383	\$43,666,600	\$874,821	\$41,767,799	\$835,488				
Oct	\$40,706,254	\$814,939	\$44,045,468	\$881,733	\$42,810,738	\$856,392				
Nov	\$39,869,848	\$797,456	\$41,415,205	\$830,624	\$41,062,584	\$821,273				
Dec	\$39,862,682	\$797,522	\$42,514,582	\$853,949	\$41,952,374	\$841,600				
<b>Totals</b>	<b>\$478,856,952</b>	<b>\$9,590,527</b>	<b>\$498,176,422</b>	<b>\$9,978,451</b>	<b>\$506,078,152</b>	<b>\$10,130,482</b>	<b>\$126,759,969</b>	<b>\$2,538,106</b>		<b>3.93%</b>

**Yankton BBB Sales Tax**

	2018		2019		2020		2021			
	BBB Taxable Sales	BBB Tax Due	BBB Taxable Sales	BBB Tax Due	BBB Taxable Sales	BBB Tax Due	BBB Taxable Sales	BBB Tax Due	Monthly % Diff.	Accum. % Diff.
Jan	\$5,137,286	\$51,373	\$4,979,209	\$49,792	\$5,208,464	\$52,085	\$5,006,230	\$50,062	-3.88%	-3.88%
Feb	\$4,745,451	\$47,454	\$5,196,318	\$51,963	\$5,451,272	\$54,513	\$5,364,390	\$53,653	-1.58%	-2.70%
Mar	\$4,508,928	\$45,089	\$4,200,003	\$42,000	\$4,660,880	\$46,609	\$4,871,937	\$48,127	3.26%	-0.89%
Apr	\$5,573,439	\$55,779	\$5,122,737	\$51,227	\$4,133,653	\$41,337				
May	\$4,828,282	\$48,283	\$4,870,924	\$48,709	\$3,576,326	\$35,763				
Jun	\$5,563,819	\$55,637	\$5,961,123	\$59,611	\$5,128,776	\$51,288				
Jul	\$5,885,586	\$58,856	\$6,077,718	\$60,777	\$5,978,131	\$59,925				
Aug	\$6,210,929	\$62,109	\$6,331,195	\$63,312	\$6,399,144	\$63,991				
Sep	\$6,091,280	\$60,913	\$6,343,356	\$63,434	\$5,721,928	\$57,219				
Oct	\$5,892,671	\$58,927	\$6,192,766	\$61,928	\$6,162,012	\$61,620				
Nov	\$5,392,414	\$53,924	\$5,652,011	\$56,567	\$5,288,468	\$52,885				
Dec	\$4,673,487	\$46,735	\$4,964,237	\$49,642	\$4,473,969	\$44,754				
<b>Totals</b>	<b>\$64,503,573</b>	<b>\$645,080</b>	<b>\$65,891,596</b>	<b>\$658,963</b>	<b>\$62,183,024</b>	<b>\$621,988</b>	<b>\$15,242,558</b>	<b>\$151,843</b>		<b>-0.89%</b>

# Municipal Tax Due for Returns Filed in March 2021 and 2020

CITY	2021	2020	% Change
Sioux Falls	10,986,637.62	10,813,358.45	1.60
Aberdeen	1,530,451.59	1,440,180.65	6.27
Brookings	1,175,861.73	1,177,085.20	-0.10
Yankton	801,335.83	781,998.25	2.47
Pierre	637,400.64	634,749.93	0.42

CITY	2021	2020	% Change
Rapid City	5,055,066.93	4,654,192.92	8.61
Watertown	1,275,613.46	1,200,161.99	6.29
Mitchell	863,287.62	865,141.16	-0.21
Spearfish	696,980.08	670,523.19	3.95
Huron	552,828.41	551,511.59	0.24

CITY	2021	2020	%	CITY	2021	2020	%	CITY	2021	2020	%
Akaska	1,980.29	1,800.28	10.00	Corsica	24,321.18	26,323.24	-7.61	Highmore	27,803.61	39,50	
Alcester	16,722.15	15,155.00	10.34	Crooks	19,507.23	15,676.31	24.44	Hill City	44,258.42	36,94	
Alexandria	9,113.67	10,033.22	-9.17	Custer	105,298.28	91,970.83	14.49	Hitchcock	1,156.45	1,52	
Alpena	12,551.46	13,688.85	-8.31	Dallas	2,201.42	2,973.59	-25.97	Hosmer	3,285.84	3,91	
Andover	1,303.42	1,176.22	10.81	Dante	464.35	503.23	-7.73	Hot Springs	125,494.96	111,69	
Arlington	45,429.53	33,489.14	35.65	Davis	1,059.03	835.47	26.76	Hoven	20,322.30	17,41	
Armour	22,562.26	22,374.55	0.84	De Smet	42,356.60	46,069.71	-8.06	Howard	30,397.53	28,22	
Artesian	1,950.79	2,482.01	-21.40	Deadwood	272,486.15	222,661.29	22.38	Hudson	10,972.88	9,50	
Ashton	1,371.67	1,134.33	20.92	Dell Rapids	93,316.73	87,933.30	6.12	Humboldt	17,801.98	16,07	
Astoria	2,163.74	7,989.15	-72.92	Delmont	2,809.81	3,235.33	-13.15	Hurley	5,654.93	5,38	
Aurora	7,994.18	5,427.70	47.28	Dimock	7,995.08	4,447.88	79.75	Interior	2,492.72	2,21	
Avon	-4,214.85	19,039.17	-122.14	Doland	3,935.89	4,304.91	-8.57	Ipswich	58,165.50	28,49	
Baltic	16,538.10	15,910.12	3.95	Dupree	4,656.97	3,998.60	16.47	Irene	10,340.53	7,50	
Belle Fourche	231,914.55	210,522.65	10.16	Eagle Butte	43,165.31	41,450.98	4.14	Iroquois	2,665.39	2,89	
Belvidere	-12,696.80	662,480,16.64		Eden	1,782.25	1,579.20	12.86	Isabel	9,513.46	5,55	
Beresford	109,958.29	76,156.59	44.38	Edgemont	18,768.31	31,256.34	-39.95	Java	1,780.79	1,54	
Big Stone City	21,861.87	18,272.13	19.65	Egan	3,957.05	3,312.94	19.44	Jefferson	10,692.04	12,04	
Bison	14,105.42	15,321.78	-7.94	Elk Point	48,511.73	52,385.12	-7.39	Kadoka	22,725.21	22,10	
Blunt	5,362.38	3,110.88	72.38	Elkton	16,262.66	18,347.10	-11.36	Kennebec	9,600.79	11,44	
Bonesteel	6,485.90	5,741.51	12.97	Emery	11,054.86	13,809.95	-19.95	Keystone	11,907.46	12,74	
Bowdle	11,461.64	9,522.05	20.37	Erwin	581.19		0.00	Kimball	24,213.93	24,02	
Box Elder	205,009.71	178,133.32	15.09	Estelline	17,964.12	16,337.59	9.96	Kranzburg	4,795.59	5,63	
Bradley	1,625.95	1,813.64	-10.35	Ethan	4,133.11	7,203.86	-42.63	La Bolt	1,208.12	1,08	
Brandon	285,255.73	263,321.15	8.33	Eureka	26,233.21	23,223.22	12.96	Lake Andes	16,738.96	14,53	
Brandt	2,859.91	2,406.31	18.85	Fairfax	2,127.06	2,236.44	-4.89	Lake City	1,062.20	55	
Bridgewater	7,229.46	7,086.59	2.02	Fairview	627.52	2,479.72	-74.69	Lake Norden	73,857.50	56,85	
Bristol	5,839.08	5,242.55	11.38	Faith	21,221.27	17,861.53	18.81	Lake Preston	13,303.61	13,44	
Britton	63,298.05	65,805.58	-3.81	Faulkton	24,499.96	29,110.35	-15.84	Langford	4,648.11	4,26	
Bruce	5,584.19	6,837.21	-18.33	Flandreau	62,866.82	57,911.67	8.56	Lead	107,032.74	103,72	
Bryant	14,971.04	17,006.83	-11.97	Florence	4,022.37	4,688.34	-14.20	Lemmon	52,137.72	47,70	
Buffalo	10,144.62	7,938.16	27.80	Fort Pierre	103,959.93	108,730.05	-4.39	Lennox	54,481.38	53,63	
Buffalo Chip		41.61		Frankfort	2,008.20	2,081.69	-3.53	Leola	8,005.08	9,30	
Burke	26,249.06	29,117.10	-9.85	Frederick	3,973.49	3,022.36	31.47	Lesterville	2,377.54	2,83	
Camp Crook	1,049.41	662.79	58.33	Freeman	48,763.28	47,253.53	3.19	Letcher	2,843.39	2,77	
Canistota	18,852.62	15,510.88	21.54	Garretson	37,099.49	34,605.28	7.21	Madison	249,942.26	272,02	
Canova	2,158.50	1,839.47	17.34	Gary	5,226.13	3,780.05	38.26	Marion	21,293.43	17,92	
Canton	84,581.10	91,705.32	-7.77	Gayville	4,555.35	3,556.06	28.10	Martin	46,611.89	38,29	
Carthage	3,764.82	3,994.25	-5.74	Geddes	5,074.87	4,047.33	25.39	McIntosh	2,353.39	2,15	
Castlewood	10,446.48	10,538.71	-0.88	Gettysburg	42,534.68	39,798.18	6.88	McLaughlin	12,319.56	20,81	
Cavour	2,406.37	2,130.65	12.94	Glenham	2,454.67	1,919.39	27.89	Mellette	6,433.56	7,31	
Centerville	15,396.01	13,522.81	13.85	Gregory	61,715.76	51,358.03	20.17	Menno	20,501.85	16,86	
Central City	7,254.63	5,911.99	22.71	Grenville	2,115.20	1,021.82	107.00	Midland	7,528.89	4,45	
Chamberlain	110,397.97	102,075.00	8.15	Groton	44,970.27	41,186.14	9.19	Milbank	229,388.34	188,63	
Chancellor	8,565.23	6,093.06	40.57	Harrisburg	160,154.93	115,835.51	38.26	Miller	63,407.46	58,63	
Clark	44,713.62	35,681.98	25.31	Harrold	7,561.02	4,174.45	81.13	Mission	41,642.50	41,64	
Clear Lake	51,323.73	43,872.56	16.98	Hartford	83,398.89	67,278.11	23.96	Mobridge	131,963.78	121,68	
Colman	22,091.79	15,616.36	41.47	Hayti	8,730.04	8,892.30	-1.82	Monroe	1,243.57	94	
Colome	6,424.46	6,042.81	6.32	Hazel	1,847.44	948.38	94.80	Montrose	7,746.40	6,76	
Colton	12,082.88	12,387.57	-2.46	Hecla	3,387.46	3,167.18	6.96	Morristown	608.14	56	
Columbia	2,494.62	1,762.87	41.51	Henry	2,336.98	2,798.04	-16.48	Mound City	1,538.32	2,26	
Conde	2,771.01	2,385.52	16.16	Hermosa	19,906.50	13,463.67	47.85	Mount Vernon	8,125.78	7,01	
Corona	2,047.40	2,294.27	-10.76	Herreid	14,988.44	15,407.06	-2.72	Murdo	29,850.56	28,64	

# Municipal Tax Due for Returns Filed in March 2021 and 2020

CITY	2021	2020	% Change
Sioux Falls	10,986,637.62	10,813,358.45	1.60
Aberdeen	1,530,451.59	1,440,180.65	6.27
Brookings	1,175,861.73	1,177,085.20	-0.10
Yankton	801,335.83	781,998.25	2.47
Pierre	637,400.64	634,749.93	0.42

CITY	2021	2020	% Change
Rapid City	5,055,066.93	4,654,192.92	8.61
Watertown	1,275,613.46	1,200,161.99	6.29
Mitchell	863,287.62	865,141.16	-0.21
Spearfish	696,980.08	670,523.19	3.95
Huron	552,828.41	551,511.59	0.24

CITY	2021	2020	%	CITY	2021	2020	%
New Effington	4,496.92	3,726.08	20.69	Tyndall	27,128.56	30,436.86	-10.87
New Underwood	11,156.58	11,601.46	-3.83	Utica	508.18	2,623.69	-80.63
Newell	21,428.09	15,394.38	39.19	Valley Springs	11,144.39	13,261.91	-15.97
Nisland	2,178.01	1,707.01	27.59	Veblen	5,079.73	5,410.35	-6.11
North Sioux City	298,915.63	222,725.77	34.21	Vermillion	342,620.58	344,579.74	-0.57
Oacoma	26,429.27	28,662.52	-7.79	Viborg	20,473.08	21,995.23	-6.92
Oldham	868.93	1,903.56	-54.35	Volga	41,493.99	40,190.79	3.24
Olivet	732.45	834.14	-12.19	Volin	1,934.14	1,897.83	1.91
Onida	19,462.02	17,194.93	13.18	Wagner	57,007.11	59,098.09	-3.54
Orient	913.02	763.62	19.56	Wakonda	8,147.92	7,416.47	9.86
Parker	26,600.78	24,872.13	6.95	Wall	88,184.35	65,545.83	34.54
Parkston	50,330.89	57,850.61	-13.00	Wallace	654.73	958.11	-31.66
Peever	1,534.59	1,516.48	1.19	Ward	1,634.49	1,383.40	18.15
Philip	50,164.15	41,461.86	20.99	Warner	5,965.22	5,789.47	3.04
Pickstown	5,552.41	4,318.21	28.58	Wasta	642.41	764.51	-15.97
Piedmont	21,218.49	18,846.01	12.59	Waubay	13,361.38	11,446.10	16.73
Pierpont	1,872.89	1,574.92	18.92	Webster	85,662.11	72,521.07	18.12
Plankinton	18,890.63	17,736.50	6.51	Wentworth	4,448.75	3,582.04	24.20
Platte	70,335.17	55,565.65	26.58	Wessington	5,695.88	5,241.31	8.67
Pollock	8,195.74	17,030.40	-51.88	Wessington Springs	28,936.76	26,063.20	11.03
Presho	13,180.20	13,943.02	-5.47	Westport	5,563.44	1,804.01	208.39
Pringle	1,952.67	2,030.19	-3.82	White	5,734.83	11,903.88	-51.82
Pukwana	5,102.26	3,707.27	37.63	White Lake	10,398.57	7,134.99	45.74
Quinn	424.38	370.83	14.44	White River	12,611.53	11,308.41	11.52
Ramona	1,603.11	2,637.97	-39.23	Whitewood	23,808.84	21,934.18	8.55
Redfield	78,538.56	74,979.71	4.75	Willow Lake	7,219.62	6,550.72	10.21
Reliance	3,846.52	4,752.61	-19.07	Wilmot	14,119.43	15,010.46	-5.94
Reville	718.38	1,132.84	-36.59	Winner	151,360.48	134,453.24	12.57
Roscoe	11,470.32	7,677.90	49.39	Witten	721.28	700.22	3.01
Rosholt	12,505.56	11,147.85	12.18	Wolsey	8,930.14	9,024.73	-1.05
Roslyn	5,262.96	5,107.99	3.03	Wood	926.06	1,432.26	-35.34
Saint Lawrence	2,945.68	4,018.93	-26.70	Woonsocket	16,606.17	14,922.84	11.28
Salem	40,441.04	41,807.21	-3.27	Worthing	9,864.22	9,681.11	1.89
Scotland	29,204.50	29,522.65	-1.08	Yale	888.39	1,006.30	-11.72
Selby	20,442.68	17,336.85	17.91				
Sherman	731.33	538.35	35.85				
Sisseton	98,742.41	82,790.71	19.27				
South Shore	1,285.71	1,569.18	-18.06				
Spencer	3,204.37	1,373.97	133.22				
Springfield	17,932.10	17,599.95	1.89				
Stickney	9,293.52	7,406.07	25.49				
Stratford	1,710.91	1,920.07	-10.89				
Sturgis	238,265.51	210,693.35	13.09				
Summerset	66,008.77	53,151.35	24.19				
Summit	22,299.54	27,755.70	-19.66				
Tabor	8,532.22	9,212.43	-7.38				
Tea	176,643.76	125,609.10	40.63				
Timber Lake	19,538.72	14,046.90	39.10				
Toronto	10,788.34	8,543.40	26.28				
Trent	2,891.06	2,182.51	32.46				
Tripp	10,331.79	11,722.15	-11.86				
Tulare	6,009.53	7,305.04	-17.73				

The dollar amounts in this report are a result of municipal tax due and municipal gross receipts tax due reported on the SD tax returns. These figures include amounts paid through Audits.

Figures compiled by SD Dept. of Revenue

NOTICE OF HEARING UPON APPLICATION  
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a New Retail (on-off sale) Wine & Cider License for January 1, 2021, to December 31, 2021, from Hanten, Inc. d/b/a Ben's Brewing Co. (Ben Hanten, President), 719 Walnut Street, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, May 10, 2021 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21<sup>st</sup> Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,  
this 26<sup>th</sup> day of April, 2021.



Al Viereck  
FINANCE OFFICER

\_\_\_\_ Voice vote

NOTICE OF HEARING UPON APPLICATION  
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2021, to June 30, 2022, from Hanten, Inc. d/b/a Ben's Brewing Co. (Ben Hanten, President), 719 Walnut Street, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, May 10, 2021 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21<sup>st</sup> Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,  
this 26<sup>th</sup> day of April, 2021.



Al Viereck  
FINANCE OFFICER

\_\_\_\_ Voice vote

**Memorandum #21-68**

To: City Manager  
From: Finance Officer  
Date: April 12, 2021  
Subject: Transfer Retail (on-off sale) Malt Beverage & SD Farm Wine License- Cheers - Pizza Plus

We have received an application for a transfer of ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2020, to June 30, 2021, from Cheers Bar & Grill, LLC (Beth Cuneo, Owner), d/b/a/ Cheers Bar & Grill, LLC to Hayes Enterprises, LLC (April Hayes, Owner), d/b/a Cheers - Pizza Plus, 310 Walnut Street, Yankton, S.D.

The above application is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A Police check on the applicant revealed no felony convictions or wants. An inspection by the Building Inspector and Fire Marshal has been done and the premises are in compliance with building and fire codes.



Al Viereck  
Finance Officer

***Memorandum #21-71***

*To: City Manager*  
*From: Finance Department*  
*Date: April 13, 2021*  
*Subject: Special Events Malt Beverage License for 4-H Grounds.*

We have received an application for a Special Events Malt Beverage (on-off sale) License for 1 day, August 6, 2021, from Utica Hall/Rueb, LLC d/b/a Utica Hall, 801 McCarthy Street, Utica, SD at 4-H Fair Grounds, 901 Whiting Drive, Yankton, SD.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. The applicant is in compliance with all building and fire codes.



Al Viereck  
Finance Officer



**Memorandum No. 21-77**

**TO: Mayor and City Commissioners**  
**FROM: Amy Leon, City Manager**  
**RE: Funding Request for Yankton USBC Association**  
**DATE: April 21, 2021**

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The 80th annual South Dakota State USBC Women's Championships are being held at Yankton Bowl beginning April 9th and running each Friday, Saturday, and Sunday through May 2nd. At this point in time, 118 teams are registered to travel to Yankton to participate in the tournament bringing approximately 472 bowlers to our community. This does not include additional registrations that can still take place, account for those that only sign up for the doubles/singles events and family members traveling with the bowlers. Bowlers come from communities statewide as far away as Rapid City, Lemmon, Aberdeen, and Brookings and as near as Sioux Falls and Mitchell. Almost every community that has a bowling center is represented at this tournament. Our estimate would be that approximately 75%, if not more, of these teams stay at least one night in Yankton. We know 20 or so Mitchell ladies stayed two nights the first weekend of the tournament. While the bowlers are in our community, they spend time at restaurants, shop and have a good time at other establishments. It is not known exactly how much each bowler spends while in Yankton, but an estimate would be between \$500.00 and \$750.00 per bowler, if not more.

Yankton USBC Association applied previously for a grant from Convention Visitors Bureau to help with an event a few years ago. Yankton USBC Association was awarded the grant for that event. Based on current rules of the CVB grant, the Yankton USBC Association would not be eligible to receive funds for this current event because they were previously awarded a grant.

Representatives from the Yankton USBC Association, Jim Palmer or Jan Putnam will be present to answer questions from the Commission in respect to the request for financial participation in the amount of \$3,500 from the City of Yankton for the 2021 Women's State Bowling Tournament.

**Recommendation: It is recommended that the City Commission discuss the proposal and take action regarding whether or not to fund, deny, or table the request. If the request is approved, a funding source would need to be determined.**



**YANKTON USBC  
ASSOCIATION #80476**

04/16/2021

YANKTON CITY COMMISSIONERS

To Whom It May Concern:

The 80<sup>th</sup> annual South Dakota State USBC Women's Championships are being held at Yankton Bowl beginning April 9<sup>th</sup> and running each Friday, Saturday, and Sunday through May 2<sup>nd</sup>. At this point in time, 118 teams are registered to travel to Yankton to participate in the tournament bringing approximately 472 bowlers to our community. This does not include additional registrations that can still take place, account for those that only sign up for the doubles/singles events and family members traveling with the bowlers.

Bowlers come from communities statewide as far away as Rapid City, Lemmon, Aberdeen, and Brookings and as near as Sioux Falls and Mitchell. Almost every community that has a bowling center is represented at this tournament. Our estimate would be that approximately 75%, if not more, of these teams stay at least one night in Yankton. We know 20 or so Mitchell ladies stayed two nights the first weekend of the tournament. While the bowlers are in our community, they spend time at restaurants, shop and have a good time at other establishments. We do not know exactly how much each bowler spends while in Yankton, but would guess between \$500.00 and \$750.00 per bowler, if not more. This is based on my experience of traveling to other communities for the event and what I spend while in that community.

We, as the Association hosting the tournament, are required to donate \$3,000.00 to bolster the prize fund for the tournament. We have been proactive and do set funds aside from our annual dues, but do not want to put this entire burden on the approximately 500 bowlers we have in the Yankton USBC Association. This is the reason we come before you to request funds to help us continue bringing these events and people to Yankton. The \$3,000.00 would be phenomenal, but any amount will help, even \$1,000.00 to \$1,500.00.

Thank you for taking time to consider our request!

Jan M. Putnam

Jan M. Putnam, Association Manager  
Yankton USBC Association #80476

**MEMORANDUM #21-59**

**TO:** City Commission  
**FROM:** Amy Leon, City Manager  
**DATE:** April 1, 2021  
**RE:** Employee Tuition Reimbursement

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One of the City's most valuable resources is our human capital. The people we have working for our organization are well trained and dedicated public servants committed to providing exemplary experiences, services, and spaces for the community. Because of this, it is important that we invest in our employees both in their personal growth and professional success.

Developing an employee's knowledge in their field and enhancing skills throughout their entire career is an important value of our organization culture. We are grateful for the Commission's generosity when it comes to the salary, and benefit program. For these reasons, we encourage our team to continue learning whether an employee is fresh on the job or valued long-time employee.

For some time, the City has considered a tuition reimbursement program for employees completing a secondary, post-secondary, or technical degree. Recently, I have worked with Corey Pospisil, Director of Human Resources and Employee Engagement, Al Viereck, Finance Officer, and Lisa Yardley Deputy Finance Officer, as well as supervisors from the Yankton Police Department to consider a tuition reimbursement program.

Existing tuition reimbursement programs from approximately 20 cities of similar size were evaluated. The team worked together to consider each of them and develop the attached policy as a recommendation for the City Commission to consider.

If approved, this reimbursement program would be included as an addendum to the City of Yankton Employee Handbook/Personnel Policy Manual.

An estimated cost is difficult to provide given it is dependent on the number of employees who pursue the program and the current level of education attained.

The program reimburses employees for tuition only and is performance based, meaning a higher percentage of the tuition is reimbursed the higher the grade/GPA that the employee receives. In addition, the employee must agree in writing to pay the tuition back if they leave employment within three years according to a repayment schedule.

If approved, I would recommend that we make this program retroactive to the employee's date of employment to include employees who have pursued completion of their degrees and fall under the policies of the program.

**Recommendation: Authorize the City Manager to amend the City of Yankton Employee Handbook Personnel Policy Manual to include a tuition reimbursement program retroactive to eligible employee's date of employment.**

## Educational Tuition Reimbursement

1. Any fulltime employee wishing to complete a college degree (associate's bachelor's or graduate program) or technical school to enhance overall knowledge, skills, and job performance, and at the same time increase the individual's value to the City as an employee, may submit a written request to their Department Head for the reimbursement of tuition. The request must be submitted prior to enrolling in the class, including the name of the program, the estimated cost of tuition, estimated completion date, and verification as to how it will enhance the employee's job performance or future professional growth within the City of Yankton.
2. Coursework or a track of coursework not related to a specific degree but related to an employee's job function or role in the organization may also be considered for reimbursement.

If approved by the Department Head, a recommendation will be made to the Director of Human Resources and Employee Engagement and to the City Manager. The employee will be reimbursed the cost of tuition or enrollment fee upon proof of successful completion of the class, according to the schedule below. The employee must obtain a "C" grade or better in course work, or a certificate designating the successful completion of all requirements set forth by the Technical School. Employees will be reimbursed for tuition only and not be reimbursed for the cost of books, fees, materials, or student loan interest. Reimbursements may be limited depending on the available budget.

3. Employees receiving approval to attend a college or on-going class during work hours will be required to make up any lost work time. Arrangements to do so must be coordinated through the employee's immediate supervisor or department head.

### Reimbursement Schedule:

Tuition reimbursement may be granted for a maximum of twelve (12) semester hours in any academic year. Reimbursement shall be based on the individual's performance as follows:

A- or above 100%

B- to B+75%

C- to C+50%

D and below constitutes no reimbursement allowance.

All courses must be through a university, college, or technical/community college that has been accredited by the American Council on Education (ACE) in the "Accredited Institutions of Postsecondary Education Directory".

Classes will not be reimbursed for employees seeking a second technical, associate's, bachelor's, or master's degree unless the City Manager grants prior approval.

The decision to approve or disapprove reimbursement will be authorized by the City Manager and provided in writing by the Director of Human Resources and Employee Engagement.

If an employee can attend an approved college, university, or technical school and is eligible to receive military or other tuition assistance, the employee cannot receive the City tuition reimbursement.

The tuition reimbursement program is retroactive to the eligible employee's date of employment. Denial of a reimbursement may be related to budgetary constraints each year. Employees may reapply for consideration.

Employees seeking reimbursement for educational expenses must agree in writing to repay the City if they leave the City voluntarily within three years from the date of reimbursement. Repayment will be in accordance with the following schedule:

Within one (1) year of reimbursement 100%  
Within two (2) years of reimbursement 75%  
Within three (3) years of reimbursement 50%

Employees must have completed their required probationary period and in good standing to become eligible for tuition reimbursements.

Once coursework is complete and the employee is ready to receive reimbursement, the employee must submit the following

1. A letter seeking tuition reimbursement to the City Manager and Director of Human Resources and Employee Engagement. The letter must include the institution's name and accreditation information, the course of study a statement agreeing that the City will be repaid if the employee leaves employment according to the provisions of the personnel policy.
2. Transcript or equivalent showing grades/GPA or equivalent AND completion of degree.
3. Proof of payment or student loan documentation.
4. Amount requested for reimbursement and detailed accounting.

## ***Memorandum #21-72***

**To:** Amy Leon, City Manager  
**From:** Brad Bies, Community Development Manager  
**Date:** April 15, 2021  
**Subject:** Downtown Yankton Façade Grant Recommendations 2021

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Interest was again strong for the sixth year of the downtown façade grant program. Community and Economic Development staff promoted the program through local print media, radio, social media, Meridian District membership, Yankton Area Chamber of Commerce, and a direct mailing to downtown property and business owners as well as directly outreach to prior applicants. Staff received a number of calls and inquires about the program, ultimately receiving 12 applications. Applicants have provided positive feedback that the straightforward application process and guidelines helped encourage participation and we saw that again this year.

The applications were carefully reviewed by representatives from the Yankton County Historical Society, Planning Commission, City Commission, and Meridian District. The City Manager and staff from the Community and Economic Development Department were also involved. I'd like to recognize Crystal Nelson, Brennan Ewald, Deb Specht, and Mason Schramm who generously assisted with this review process.

Grant funding was expanded by the City Commission from \$15,000 to \$30,000 in matching funds beginning in 2019. The committee recommends funding three projects in 2021. The total amount proposed is \$30,000, which if approved and matched with private dollars, will represent an investment of at least \$60,900.00 in the downtown area this year. As has been the case in the past, the committee had considerable difficulty selecting the finalists and was impressed with the quality of the applications and the enhancements proposed. The projects represent a mix of historical preservation and proactive beautification. Projects recommended:

- 211 West 3<sup>rd</sup> Street, Cathy Clatworthy/LilyCrest: Portions of a three-phase historic preservation project to repair of the upper façade, wood and brickwork; and enhance and repair the storefront entryway architectural elements including tile and masonry work. Funding recommendation: \$7,000.00.
- 300 West 3<sup>rd</sup> Street, George Langelett/Langelett Property Management: Cleaning, repairing, priming and painting previously painted brick façade and trim with appropriate materials. Funding recommendation: \$13,000.00.
- 444 West 3<sup>rd</sup> Street, Blake Carda/Buhl's Cleaners: Masonry repair/stucco and painting awning repair, and neon sign restoration. Funding recommendation: \$10,000.00.

If approved, staff will contact the awarded grantees and make arrangements to begin the projects which will be completed during summer/fall of 2021.

Respectfully submitted,



Brad Bies  
Community Development Manager

**Recommendation: It is recommended that the City Commission approve offering a grant agreement to the projects selected by the committee.**

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

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

\_\_\_\_ Roll Call



**Memorandum #21-70**

**To:** Amy Leon, City Manager  
**From:** Corey Potts, Public Works Manager  
**Subject:** Bid award for the Annual Supply of Liquid Asphalt for the Department of Public Works, Street Division  
**Date:** April 12, 2021

Bid packets for the Annual Supply of Liquid Asphalt were sent to suppliers known to be within the region. The only bid received is outlined below.

	<i>AC PG 58-28 Grade Asphalt Cement</i>	<i>MC 70 Grade Asphalt</i>	<i>RC 800 Grade Asphalt</i>	<i>Demurrage Cost Per Hour Over 1.5 Hours</i>
<i>Jebro, Inc. 2302 Bridgeport Drive Sioux City, IA 51111</i>	<b>\$520.42 Ton</b>	<b>\$3.1299 Gal.</b>	<b>\$3.2321 Gal.</b>	<b>\$160.00</b>

The above grades of Liquid Asphalt are those used by the City to complete its annual maintenance and construction activities. Approximately 50 tons of AC Grade, 6200 gallons of MC 70 Grade and 38,000 gallons of RC800 Grade Asphalt are used annually in maintenance and construction activities. 2020 bid prices were \$520.42 per ton of AC Grade Asphalt Cement, \$3.13 per gallon of MC 70 Grade Asphalt, \$3.21 per gallon of RC 800 Grade Asphalt, and the Demurrage cost per hour was \$160 after 1.5 hours.

The bid from Jebro, Inc. of Sioux City, Iowa, does meet specifications. Jebro has served the City of Yankton for several years supplying the City's liquid asphalt products. Therefore, it is recommended that the bid be awarded to Jebro, Inc. of Sioux City, Iowa, for the AC Grade Asphalt, RC800 Grade Asphalt and MC 70 Grade Asphalt in the amounts stated above.

Respectfully submitted,

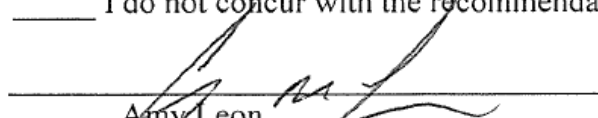


Corey Potts  
Public Works Manager

**Recommendation: It is recommended the bid be awarded to Jebro, Inc. of Sioux City, Iowa, for the AC Grade Asphalt at \$520.42 per ton, MC 70 Grade Asphalt at \$3.1299 per gallon, RC800 Grade Asphalt at \$3.2321, per gallon as detailed in Memorandum #21-70.**

I concur with the recommendation.

I do not concur with the recommendation.

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

Roll call

## ***Memorandum #21-74***

To: Amy Leon, City Manager  
From: Dave Mingo, AICP Community and Economic Development Director  
Subject: Airport Improvement Program Grant Application, Agreements and Engineering Contract for Phase 1 of the North Taxilanes Project.  
Date: April 19, 2021

---

The next project in the Airport Layout Plan (ALP) is the design of Phase one of the North Taxilane and Access Road. The ALP is a document that goes through a rigorous Federal Aviation Administration, State Division of Aeronautics and local review process that identifies projects out up to 20 years.

This memorandum requests authorization for the City Manager to execute multiple documents associated with the project. The below referenced application and agreements represent the administrative documents needed at this time to keep the project moving forward. Documents for the City Manager to execute upon approval of this Memorandum include:

1. Grant Application for design engineering, environmental and bidding services for Phase One of the North Taxilanes and Access Road Project. We are hopeful to have access to 100 percent grant funding for this project. We would typically be required to participate at the rate of five to seven and a half percent.
2. Agreement for Professional Services with our engineer, KLJ, for Phase One of the North Taxilanes Project. The cost is \$123,000. This amount has been through an "Independent Fee Estimate" process to determine it is a fair amount that the FAA, State and City can all be confident about.

Respectfully submitted,

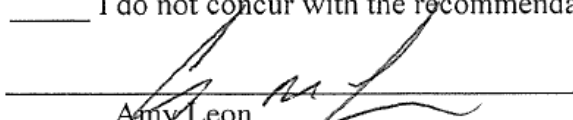


Dave Mingo, AICP  
Community and Economic Development Director

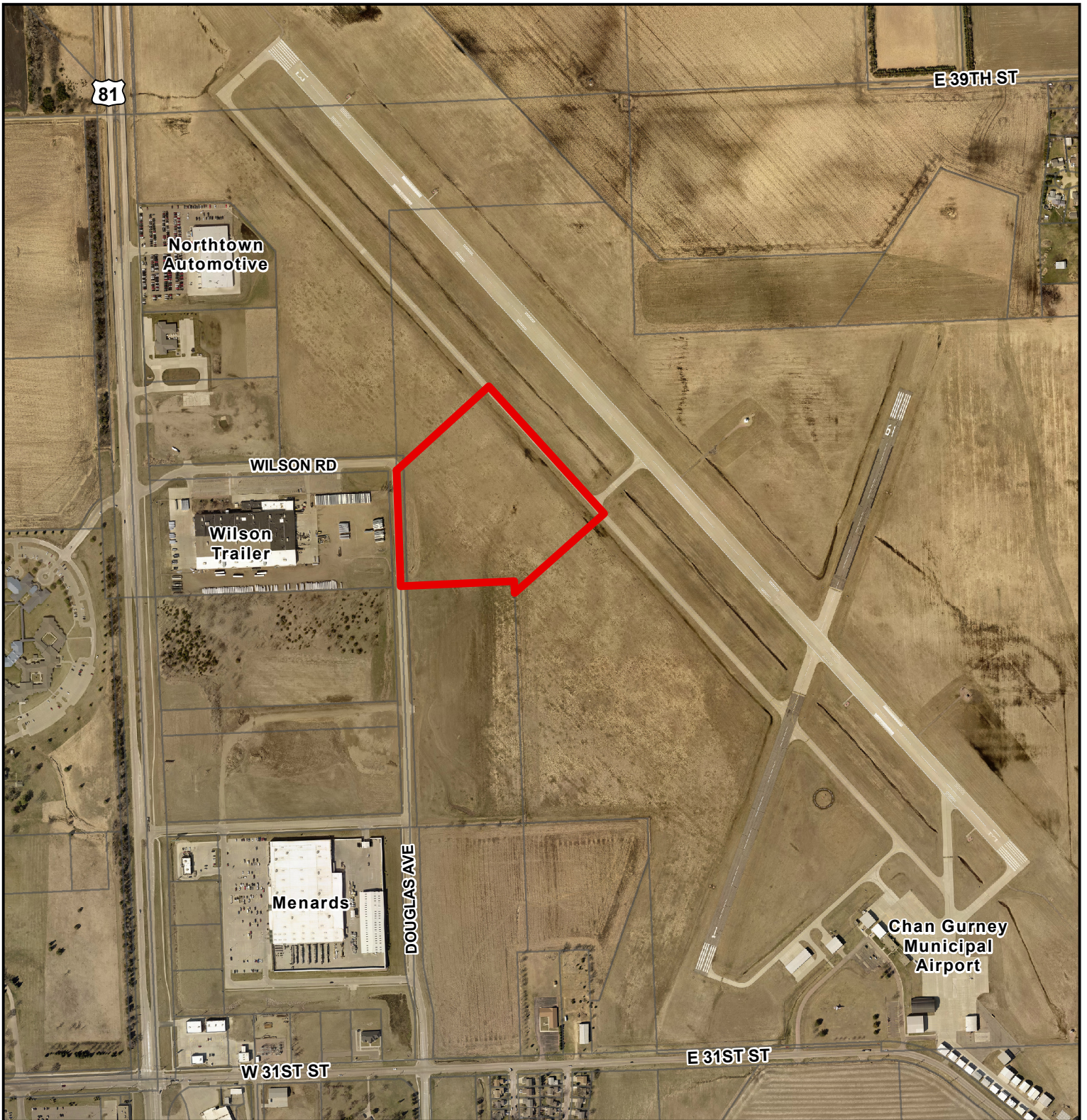
**Recommendation: It is recommended that the City Commission approve Memorandum #21-74 authorizing the City Manager to sign the referenced documents and certifications when available.**

I concur with the recommendation.

I do not concur with the recommendation.

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

\_\_\_\_\_ Roll Call



# City of Yankton

## Project Location Map

Chan Gurney Municipal Airport  
Phase 1 North Taxilanes and Access Road



5110 East 57th Street  
 Sioux Falls, SD 57108-8748  
 605 271 4414  
 KLJENG.COM

# Letter of Transmittal

<b>Date:</b>	April 16, 2021
<b>To:</b>	City of Yankton Attn: Dave Mingo 416 Walnut Street Yankton, SD 57078
<b>Copy To:</b>	File Aaron Storm, KLJ
<b>From:</b>	Jake Braunagel, PE
<b>Re:</b>	YKN – Hangar Taxilanes and Access Road
<b>Project #:</b>	KLJ #2005-01789 AIP #3-46-0062-033-2021

### We Are Sending You:

<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under Separate Cover	<input type="checkbox"/> As Requested
<input type="checkbox"/> Prints/Plans	<input type="checkbox"/> For Your Information	<input checked="" type="checkbox"/> For Your Review
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> For Your Signature	<input type="checkbox"/> Samples
<input type="checkbox"/> Other		

**Shipped via:** Email

Copies (#)	Description
1	FAA Grant Application

### Remarks

See enclosed FAA Grant Application for your review. If acceptable, please sign, date and return a scanned copy to our office and keep the original for your records.

If you have any questions, please contact me at [jake.braunagel@kljeng.com](mailto:jake.braunagel@kljeng.com) or 605-271-4414. Thank you.

## AIP Grant Application Checklist

**AIRPORT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #:** \_\_\_\_\_

**SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE:** \_\_\_\_\_

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

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

**Notes:**

Item 6. Bid Tabulations are not required for this project.

Item 7. Exhibit A on file with FAA ADO.

Item 8. A Title Certificate or Long Term Lease Agreement is not required for this project.

<b>Application for Federal Assistance SF-424</b>	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application      *If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation      *Other (Specify) _____ <input type="checkbox"/> Revision
*3. Date Received: _____      4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	*5b. Federal Award Identifier: AIP #3-46-0062-033-2021
<b>State Use Only:</b>	
6. Date Received by State: _____	7. State Application Identifier: _____
<b>8. APPLICANT INFORMATION</b>	
*a. Legal Name: City of Yankton	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 46-6000567	*c. Organizational DUNS: 042999185
<b>d. Address:</b>	
*Street 1: <u>PO Box 176</u>	
Street 2: <u>416 Walnut Street</u>	
*City: <u>Yankton</u>	
County: <u>Yankton</u>	
*State: <u>South Dakota</u>	
*Country: <u>United States of America</u>	
*Zip / Postal Code: <u>57078</u>	
Department Name: _____      Division Name: _____	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
Prefix: <u>Mr.</u>	*First Name: <u>Dave</u>
Middle Name:                      _____	
*Last Name: <u>Mingo</u>	
Suffix:                                  _____	
Title: <u>Community Development Director</u>	
Organizational Affiliation: <u>City of Yankton</u>	
*Telephone Number: 605-668-5252	Fax Number: _____
*Email: <u>DMingo@cityofyankton.org</u>	

**Application for Federal Assistance SF-424****\*9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

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

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**20.106

CFDA Title:

Airport Improvement Program**12. Funding Opportunity Number:**

Title:

**13. Competition Identification Number:**

Title:

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

City of Yankton, Yankton County, South Dakota

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

Environmental, Design and Bidding Services for New Hangar Taxilanes and Access Road

- Independent Fee Estimate
- Environmental Services including Archeological and Wetland Field Studies
- Design Services including Preliminary Soils Testing
- Bidding Services
- FAA Project Closeout Report Services

**Attach supporting documents as specified in agency instructions.****16. Congressional Districts Of:**

\*a. Applicant: SD - At Large

\*b. Program/Project: SD - At Large

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

**17. Proposed Project:**

\*a. Start Date: May 2021

\*b. End Date: May 2022



**Application for Federal Assistance SF-424****18. Estimated Funding (\$):**

*a. Federal	_____	\$123,000.00
*b. Applicant	_____	
*c. State	_____	\$0.00
*d. Local	_____	\$0.00
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	\$123,000.00

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

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

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes                       No

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

\*\*I AGREE

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

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: Amy \_\_\_\_\_  
 Middle Name: \_\_\_\_\_  
 \*Last Name: Leon \_\_\_\_\_  
 Suffix: \_\_\_\_\_

\*Title: City Manager

\*Telephone Number: 605-668-5221                      Fax Number: \_\_\_\_\_

\*Email: ALeon@cityofyankton.org

\*Signature of Authorized Representative: \_\_\_\_\_ \*Date Signed: \_\_\_\_\_

**Authorized State Representative:**

\*First Name: Jack  
 \*Last Name: Dokken

\*Title: Program Manager, Office of Air, Rail and Transit

\*Telephone Number: 605-773-3574                      Fax Number: \_\_\_\_\_

\*Email: jack.dokken@state.sd.us

\*Signature of Authorized Representative: \_\_\_\_\_ \*Date Signed: \_\_\_\_\_

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.



Summary of Project Costs  
Chan Gurney Municipal Airport  
Yankton, South Dakota  
AIP #3-46-0062-033-2021  
Design Hangar Taxilanes and Access Road



Item No.	Work Type	Description	Total Price
1	Administration	Miscellaneous Administration Costs	\$ 1,458.60
2	Administration	Independent Fee Estimate	\$ 3,100.00
3	Engineering	Design and Bidding Services including Preliminary Soils Testing & Environmental Studies	\$ 115,180.92
4	Engineering	FAA Project Closeout Report	\$ 3,260.48

**Total Estimated Project Cost = \$ 123,000.00**

**Total Federal Funding - AIP (90%) = \$ 110,700.00**

**Total Federal Funding - Coronavirus Relief (10%) = \$ 12,300.00**

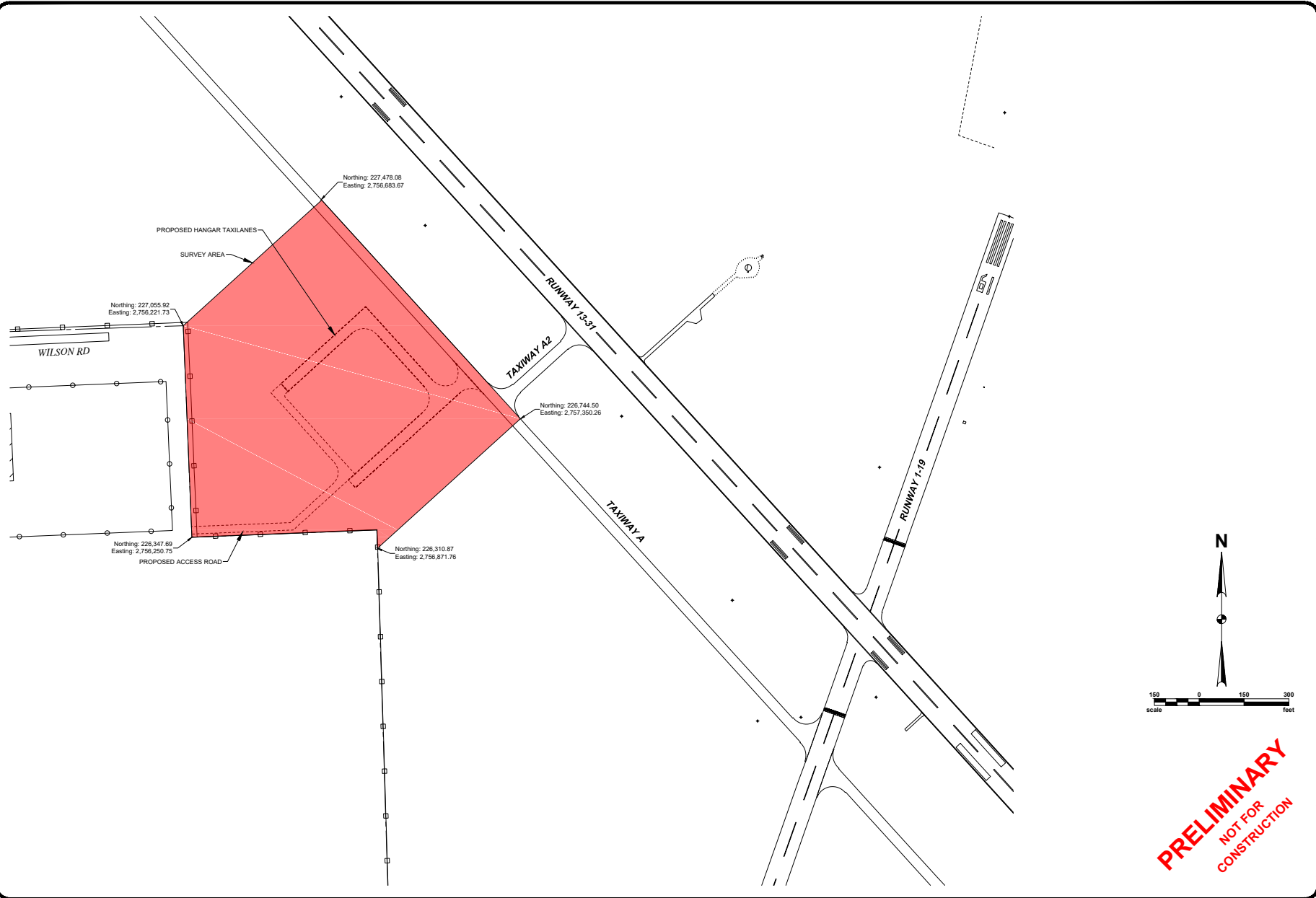


**CHAN GURNEY MUNICIPAL AIRPORT**  
 CITY OF YANKTON  
 YANKTON, SOUTH DAKOTA

**PROJECT WORK DESCRIPTION &  
 BASIS OF ESTIMATE**

DRAWN BY  
**JAB**  
 REVIEWED BY  
**JJB**  
 PROJECT NUMBER  
**2005-01789**  
 LAST PERIOD DATE  
**02/25/2021**

SHEET  
**1**



**PRELIMINARY**  
 NOT FOR  
 CONSTRUCTION

## **Project Narrative (Justification)**

### **2021 FAA Grant Application**

#### **Chan Gurney Municipal Airport**

##### **Project Item**

Design Hangar Taxilane System and Access Road

##### **What is the Project?**

The project is for environmental, design and bidding services for a hangar taxilane system and access road at Chan Gurney Municipal Airport. Environmental services shall include a Cultural Resource Inventory, Traditional Cultural Property Survey and Report, Wetland Delineation and Report, and FAA CATEX Form ARP SOP No. 5.00.

##### **Why is the Project Needed Now?**

The project is needed now due to demand for hangar development at the airport. In recent years, three private hangars have been constructed on the existing hangar taxilane system. There is currently only one remaining location available on the existing hangar taxilane system. It is anticipated by the time funding becomes available for the construction of the new hangar taxilane development there will be no remaining spaces available on the existing hangar taxilane system. If the taxilanes project is delayed, there will likely be no available hangar development area remaining soon and thus will lead to lost revenue and airport growth. In addition, it is expected that the longer hangar development area is not available, more pilots will begin finding space at other airports in the region, hence reducing potential airport users in the future.

The proposed project will require an ALP sheet "pen and ink" update to address the proposed access road alignment which deviates from what is shown on the most current ALP due to current conditions. Additionally, depending on anticipated hangar configuration/type identified in the detailed design phase, the ALP sheet update may need to address the exact dimensioning and layout of the taxilanes. This was discussed with the local Airport District Office at the annual CIP meeting and was included in the detailed scope of work.

##### **Is the Project Phased?**

Yes. This first phase of the project is to complete the project plans and specifications. The second phase is to construct the project, currently scheduled for 2022 and 2023 dependent upon funding availability.

##### **Total AIP Funds Expended this Fiscal Year?**

\$123,000

##### **Additional AIP Funds Needed to Complete Project?**

\$1,100,000

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <div style="margin-left: 20px;">                     The project is included in an <i>approved</i> PFC application.                      If included in an approved PFC application,                      does the application <i>only</i> address AIP matching share?      Yes      No                 </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <div style="margin-left: 20px;">                     De Minimis rate of 10% as permitted by 2 CFR § 200.414.                       Negotiated Rate equal to                      % as approved by                                              (the Cognizant Agency)                      on                                                              (Date) (2 CFR part 200, appendix VII).                 </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

**PART II - SECTION B**

**Certification Regarding Lobbying**

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

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

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

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

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

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

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

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

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

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

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

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

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

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



**PART II – SECTION C (Continued)**

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

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

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

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

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

---

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

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>
1. Assistance Listing Number:
2. Functional or Other Breakout:

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

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

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)



5110 East 57th Street  
 Sioux Falls, SD 57108-8748  
 605 271 4414  
 KLJENG.COM

# Letter of Transmittal

<b>Date:</b>	April 16, 2021
<b>To:</b>	City of Yankton Attn: Dave Mingo 416 Walnut Street Yankton, SD 57078
<b>Copy To:</b>	File Aaron Storm, KLJ
<b>From:</b>	Jake Braunagel, PE
<b>Re:</b>	YKN – Hangar Taxilanes and Access Road – Design
<b>Project #:</b>	KLJ #2005-01789 AIP #3-46-0062-033-2021

## We Are Sending You:

<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under Separate Cover	<input type="checkbox"/> As Requested
<input type="checkbox"/> Prints/Plans	<input type="checkbox"/> For Your Information	<input checked="" type="checkbox"/> For Your Review
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> For Your Signature	<input type="checkbox"/> Samples
<input type="checkbox"/> Other		

**Shipped via:** Email

Copies (#)	Description
1	Agreement for Professional Services

## Remarks

See enclosed Agreement for Professional Services for your review. If acceptable, please sign, date and return a scanned copy to our office and keep the original for your records.

If you have any questions, please contact me at [jake.braunagel@kljeng.com](mailto:jake.braunagel@kljeng.com) or 605-271-4414. Thank you.

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR  
AIRPORT PROJECT NUMBER AIP 3-46-0062-033-2021**

This Agreement is entered into by and between the City of Yankton, South Dakota, of 416 Walnut Street, Yankton, South Dakota 57078, referred to in this Agreement as the “SPONSOR,” and KLJ Engineering LLC, 4585 Coleman Street, Bismarck, ND 58503, referred to in this Agreement as the “ENGINEER.”

**BACKGROUND:**

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

Design Phase - Construction of Hangar Taxilanes and Access Road

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

**THE SPONSOR AND THE ENGINEER MUTUALLY AGREE AS FOLLOWS:**

1. SCOPE OF SERVICES

- A. The SPONSOR will retain and employ the ENGINEER and the ENGINEER will perform the agreed professional services for the project at the Chan Gurney Municipal Airport, Project Number AIP 3-46-0062-033-2021, referred to in this Agreement as the “Project.”
- B. The Project and the agreed professional services are more particularly described and incorporated in this Agreement in the attached Exhibit A, entitled “Detailed Scope of Services.” The anticipated level of effort is described and incorporated in this Agreement in the attached Exhibit B, entitled “Cost Breakdown.”
- C. The ENGINEER’S preparation of plans and specifications must be in accordance with the current Federal Aviation Administration Standards for Specifying Construction of Airports (AC 150/5370-10H) and current Federal Aviation Administration (FAA) Advisory Circulars.
- D. Design standards for airports contained in current FAA Advisory Circulars are mandatory requirements and the design must conform in all aspects to current FAA Advisory Circulars, unless the FAA grants written approval, in advance, to deviate from these design standards.
- E. If the ENGINEER alters any of the standards in the current FAA Standards for Specifying Construction of Airports (AC 150/5370-10H), the ENGINEER must submit the following with the preliminary plans and specifications: 1) the ENGINEER’S letter of explanation detailing why the standards were altered and 2) the FAA approval letter allowing for the specific modification to the design standards.

2. PERIOD OF PERFORMANCE

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

3. PAYMENT AND MAXIMUM LIMITING AMOUNT

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

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

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

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

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

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

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

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

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

#### A. LUMP SUM COMPENSATION

The SPONSOR will pay the ENGINEER for services in a lump sum amount to cover all costs for completion of the work items listed in Table A below. The lump sum costs will include direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14.

The lump sum payment will be based on the hours and expenses indicated in Exhibit B and will include an element for fixed fee. The lump sum fee for the work contemplated under this Agreement will constitute total compensation for all of the work necessary to complete the individual items specified in

the Scope of Services. Monthly payments for those items specified in Table A will be based on the percentage of work completed to date.

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

<b>TABLE A: LUMP SUM</b>	
Task Item	Total Cost/Compensation
Design and Bidding Services	\$115,180.92
FAA Project Closeout Report	\$3,260.48

**B. COST PLUS FIXED FEE COMPENSATION**

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

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

<b>TABLE B: COST PLUS FIXED FEE</b>		
Task Item	Fixed Fee	Total Cost/Compensation
NA	\$ NA	\$ NA

C. The maximum limiting amount for this Agreement is \$118,441.40.

**4. EXTRA WORK**

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

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

**5. AMENDMENT**

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



## 6. TERMINATION

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

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

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

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

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

## 7. ASSIGNMENT

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

## 8. REPORTING

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

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

satisfy any obligation of the ENGINEER to report any event to law enforcement or other entities under the requirements of any applicable law.

#### 9. PROMPT PAYMENT AS REQUIRED IN 49 CFR 26.29

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

#### 10. INSURANCE

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

##### A. General Liability

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

##### B. Workers' Compensation

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

##### C. Professional Liability Insurance or Miscellaneous Professional Liability

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

##### D. Business Automobile Liability Insurance

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

#### 11. INDEPENDENT CONTRACTOR

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

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

#### 12. INDEMNIFICATION

The ENGINEER will indemnify the SPONSOR, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings which may arise as a result of the negligence, misconduct, error, or omission of the ENGINEER or any officer, agent, or employee of the ENGINEER performing services under this Agreement. This section does not require the ENGINEER to be responsible for or defend against claims or damages arising solely from acts or omissions of the SPONSOR, its officers, agents, or employees.

### 13. SEVERABILITY

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

### 14. SUPERCESSION

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

### 15. CONTROLLING LAW

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

### 16. AUDIT

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

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

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

### 17. COMPLIANCE

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

### 18. NOTICE

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

### 19. CERTIFICATION REGARDING LOBBYING

The ENGINEER certifies, to the best of the ENGINEER'S knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the ENGINEER will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

#### 21. CIVIL RIGHTS (49 CFR Part 21)

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

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

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

#### 23. CLEAN AIR ACT (49 CFR Part 18)

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

#### 24. RIGHTS TO INVENTIONS (49 CFR Part 18)

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

#### 25. DBE REQUIREMENTS (49 CFR Part 26)

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

**DBE Obligation.** The ENGINEER will ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part

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

## 26. TRADE RESTRICTION (49 CFR Part 30)

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

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

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

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

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

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

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

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

## 27. EQUAL OPPORTUNITY

The ENGINEER and the ENGINEER'S subcontractor will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and

advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

28. CERTIFICATION OF ENGINEER

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

The parties signify their agreement by signatures affixed below.

KLJ Engineering LLC

By: Mark Anderson

Its: VP, Environment & Infrastructure

Date: 4/14/2021

(Corporate Seal)

City of Yankton, South Dakota

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

Its: City Manager

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Auditor/Clerk

(City Seal)

## DETAILED SCOPE OF SERVICES

### A. Design and Preparation of Plans and Specifications

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

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

Professional Seal/Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

### B. Bidding and Negotiation Services

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

~~C. Construction Administration Services~~

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



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

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

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

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

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

E. Project Completion Date

~~The ENGINEER will complete the Project December 31, 2021.~~

SEE ATTACHMENT A FOR ADDITIONAL DETAILED SCOPE OF SERVICES.

**COST BREAKDOWN**

SEE ATTACHMENT B FOR DETAILED COST BREAKDOWN

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

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

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

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

**Pertinent Non-Discrimination Authorities:**

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


\*\*\*\*\*

**CERTIFICATION OF ENGINEER**

I hereby certify that I am the VP, Environment & Infrastructure and duly authorized representative of the firm of KLJ Engineering LLC, whose address is 4585 Coleman Street, Bismarck, ND 58503, and that neither I nor the above firm I represent has:

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

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

Firm: KLJ Engineering LLC  
Signature:   
Name of Corporate Official: Mark Anderson, PE  
Title: VP, Environment & Infrastructure  
Date of Execution: 4/14/2021


CONSULTANT ACCOUNTING CERTIFICATION

Firm Name: KLJ Engineering LLC

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

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

I declare that the foregoing is true and correct.

Signature: 

Name of Corporate Official: Mark Anderson, PE

Title: VP, Environment & Infrastructure

Date of Execution: 4/14/2021

CONSULTANT INDIRECT COST RATE CERTIFICATION

Firm Name: KLJ Engineering LLC

Indirect Cost Rate Proposal: 185.16%

Date of Proposal Preparation: March 26, 2021

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2019 to 12/31/2019

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

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

Signature:



Name of Corporate Official (Print): Mark Anderson, PE

Title: VP, Environment & Infrastructure

Date of Certification (mm/dd/yyyy): 04/14/2021





Attachment A  
Detailed Scope of Services  
Chan Gurney Municipal Airport, Yankton, South Dakota  
AIP Project #3-46-0062-033-2021  
KLJ #2005-01789

## PROJECT DESCRIPTION

### General

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

KLJ will provide engineering services for design and bidding of hangar taxilanes and an access road that will support future hangar area development. The project shall include design, bidding, and FAA project closeout report services for the new hangar taxilanes and access road located adjacent to Parallel Taxiway A, west of Runway 2-20, near Taxiway A2. The access road shall provide access to this development from Wilson Road.

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

Detailed scope of services have been outlined to be completed under the following tasks:

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

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

### Completion Time

The Engineer shall complete the Design Services (minus the Bidding Services) within 360 calendar days of the Owner issuance of the Notice to Proceed. Note that the schedule allows for a maximum of two weeks review by the FAA for reviews of both the Engineering Design Report and the Plans/Specifications. The Bidding Services shall be completed within the timeframe set forth by the Owner's requirements to bid and state law bidding practice.

## PROJECT ADMINISTRATION

**Project Scoping Meeting with Owner.** The Engineer shall attend a meeting to discuss project scoping, FAA Pre-Application and airport capital improvements plan with the Owner via teleconference (1 meeting). The Engineer staff attending the meeting shall consist of the following:

- Project Manager (Engineer)
- Client Manager (Project Manager)

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

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

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

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

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

**Independent Fee Document Preparation.** The Engineer shall prepare the appropriate documents for the independent fee review based on the completed fee negotiations.

## **PROJECT MANAGEMENT**

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

**Project Startup Meeting.** The Engineer shall conduct an internal kickoff meeting with the design staff consisting of all design team members.

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

**Bi-Weekly Budget Review / Projections.** The Project Manager shall review budgets and budget projections on a bi-weekly basis and coordinate any known issues with the Owner.

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

**Periodic Internal Meetings.** The Project Manager and lead designer shall conduct periodic status meetings to review schedule and outstanding issues encountered.

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

~~**FAA Grant Reimbursement Processing.**~~ The Owner shall prepare the Requests for Reimbursement and submit to SDDOT Aeronautics during the design phase of the project.

**FAA Grant Pre-Application Checklist.** The Engineer shall prepare the FAA Grant Pre-Application for Federal Assistance information for submittal.

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

**FAA Quarterly Reports.** The Engineer shall prepare and submit the quarterly FAA reports.

**DBE Reporting.** Not included in this scope of services.

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

## PROJECT PRE-DESIGN

**Pre-Design Meeting.** Upon execution of the Agreement, the Engineer shall coordinate for a pre-design meeting to be held at the airport with the Owner, Engineering design team, subconsultants and other stakeholders to define the project requirements and schedule. It is anticipated that the following design staff members shall attend the pre-design meeting:

- Project Manager (Engineer)
- Client Manager (Project Manager)

~~**Assist with Preliminary FAA Reimbursable Agreement.**~~ Not included in this scope of services.

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

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

**Preliminary Survey and Base Map Preparation.** The Subconsultant shall conduct additional topographic ground survey of the project area and the Engineer shall prepare the base map updates.

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

**Environmental Field Studies.** The Engineer shall conduct the following environmental field investigations in 2021. These studies are limited to those anticipated to be necessary for the completion and approval of the FAA's Documented CATEX form for the construction of the north hangar taxilanes and associated development areas.

- Asbestos Survey and Report: Not included in the Detailed Scope of Services.
- Cultural Resource Inventory and Traditional Cultural Property Survey: A Literature Review of the South Dakota Historical Society site and manuscript files. An intensive block pedestrian cultural resource inventory will be performed of the proposed field studies area (approximately 105 acres). Additionally, the Engineer's Archaeologist would be accompanied by up to two Tribal Cultural Specialists, from Tribes selected by the FAA, to identify Traditional Cultural Properties (TCPs). The Tribal cultural surveys will be done concurrently with the cultural resource inventory done by the Engineer's Archaeologist. The Engineer will provide one Archeologists and contact the local Tribal Historic Preservation Officer (THPO) of the identified Tribes, once allowed to do so by the FAA, to coordinate the TCSs. All cultural resources encountered within the corridors will be recorded and site forms that include descriptions of resources identified will be prepared for the State Historic Preservation Office (SHPO) for a Smithsonian Institution Trinomial System (SITS) number. Architectural features are not included in this scope of work. Architectural site leads will be recorded for any architectural features encounter during the cultural resource inventory that has the potential to be eligible for listing. A detailed review of potentially eligible structures that may be required would be considered a change in the scope of services. A professional quality report of findings shall be prepared by the Engineer's Archaeologist for submission to the FAA.
- Wetland Delineation: A field wetlands delineation in accordance with the 1987 Wetland Delineation Manual and USACE Regional Supplementary Information for the Great Plains Region will be performed for an approximate 105 acre study area. This will be done to identify wetlands that may be impacted by the proposed runway rehabilitation project. Preliminary information will be developed for the project, including compilation of hydric soils data, National Wetlands Inventory data, USGS information, and

aerial photos. An onsite field delineation will be completed, and the wetland boundaries will be marked utilizing a GPS receiver. A professional quality Aquatic Delineation Report of findings shall be prepared by the Engineer for submission to the FAA.

**Develop and Submit Environmental Checklist.** Prepare a Categorical Exclusion (CATEX) using the FAA ARP SOP 5.00 Appendix A-Documented CATEX form according to FAA Order 1050.1F and the criteria contained in FAA Order 5050.4B. Modification or additions to FAA Order 1050.1F and FAA Order 5050.4B or any new environmental laws or regulations that significantly change the services to be performed, as defined below, shall be handled under Section V, Item P, of the Agreement. The general objective of this study is to provide documented information necessary for the Federal Aviation Administration (FAA) to determine the proposed action shall not individually or cumulatively have a significant effect on the human environment and for which neither an environmental assessment or environmental impact statement is required. The Engineer is responsible for providing concise environmental documentation that is acceptable to the FAA, State, and the Owner. The CATEX shall be sufficient to ensure compliance with the National Environmental Policy Act (NEPA). The proposed Detailed Scope of Services for the preparation of the CATEX is as follows:

- a) **Agency Coordination**  
The Engineer shall coordinate with a select group of federal, state, and local agencies (maximum of three) to ensure compliance with federal, state, and local laws and regulations. The Engineer shall not obtain any permits as part of the work.
- b) **Environmental Documentation**  
The Engineer shall prepare a CATEX FORM (FAA ARP SOP 5.00 Appendix A) for submittal to the FAA.

**Application for Federal Assistance.** The Engineer shall prepare the FAA Application for Federal Assistance for submittal.

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

**Complete Pavement Design / Life Cycle Cost Analysis.** The Engineer shall prepare the preliminary pavement design in conformance with FAA Advisory Circular (AC) 150/5300-13A, Airport Design and FAA AC 150/5320-6F Airport Pavement Design and Evaluation. Local material suppliers, sources and Contractors shall be contacted regarding any local areas of material concerns.

The Engineer shall complete preliminary pavement design section alternatives for the proposed section to include an initial cost analysis, life-cycle cost analysis, and analysis of locally available resources for each alternative. A recommendation of preferred pavement section shall be included.

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

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

**Update Airport Layout Plan (ALP) Drawings.** The Engineer shall update the ALP Sheet A-1 - Airport Layout Plan (Existing) based on project impacts and submit to the Owner and FAA.

**Develop DBE Plan.** The Engineer shall prepare a Disadvantaged Business Enterprise (DBE) Plan and forms for the proposed project (if the total federal funds involved in the project exceeds \$250,000 for the fiscal year).

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

## **PRELIMINARY PLANS AND SPECIFICATIONS**

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

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

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

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

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

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

**Prepare Airfield Lighting and Signage Design.** The Engineer shall complete the preliminary airfield electrical layout design to include taxiway edge lighting, signage, and taxilane reflectors as needed.

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

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

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

- Electrical Details
- Electrical Notes

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

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

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

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

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

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

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

~~**Update Signage and Marking Plan.**~~ Not included in this scope of services.

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

**Preliminary Design Review Meeting with Owner.** The Engineer shall conduct a preliminary design review at the 30% design completion stage with the Owner to obtain comments on the preliminary design. The Engineer shall attempt to include appropriate Federal and State agency representatives either in person or by teleconference, depending on the project Detailed Scope of Services. The Engineer shall schedule an inspection of the project site with the Owner to review elements of the design. It is anticipated the following staff members shall attend the preliminary design review meeting:

- Project Manager (Engineer)
- Client Manager (Project Manager)

**Periodic Owner Meetings.** It is anticipated that the Engineer shall attend one (1) miscellaneous Owner meeting to coordinate preliminary design activities and issues with the Owner. It is anticipated the following staff members shall attend the periodic Owner meetings:

- Project Manager (Engineer)
- Client Manager (Project Manager)

**Periodic Agency Meetings.** It is anticipated that the Engineer shall attend two (2) miscellaneous agency meetings to coordinate preliminary design activities and issues with the Agency. It is anticipated the following staff members shall attend the periodic Agency meetings:

- Project Manager (Engineer)
- Client Manager (Project Manager)

## **FINAL PLANS AND SPECIFICATIONS**

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

**Prepare Final Plans.** The Engineer shall complete the development of the drawings to 90% completion, which is intended to be a complete set in pending final review and approval by the Owner. The plan set to include the following drawings:

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

**Prepare Final Contract Documents / Technical Specifications.** The Engineer shall complete the development of the specifications to 90% completion, which is intended to be a complete set in pending final review and approval by the Owner.

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

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

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

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

**FAA Plans and Specifications Review.** The Engineer will submit and coordinate with the FAA ADO on a review of the 90% plans and specifications.

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

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

**Final Design Review Meeting with Owner.** The Engineer shall conduct a final design review at the 90% design completion stage with the Owner to obtain comments on the final design. The Engineer shall attempt to include appropriate Federal and State agency representatives either in person or by teleconference, depending on the project Detailed Scope of Services. The Engineer shall schedule an inspection of the project site with the Owner to review elements of the design. It is anticipated the following staff members shall attend the final review meeting:

- Project Manager (Engineer)
- Client Manager (Project Manager)

**Periodic Owner Meetings.** It is anticipated that the Engineer shall attend one (1) miscellaneous meeting to coordinate final design activities and issues with the Owner. It is anticipated the following staff members shall attend the periodic owner meeting:

- Project Manager (Engineer)
- Client Manager (Project Manager)

**Periodic Agency Meetings.** It is anticipated that the Engineer shall attend two (2) miscellaneous agency meetings to coordinate final design activities and issues with the Agency. It is anticipated the following staff members shall attend the periodic Agency meetings:

- Project Manager (Engineer)
- Client Manager (Project Manager)

## **BIDDING SERVICES**

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

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

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

**Create and Maintain Planholder's List.** The Engineer shall maintain a planholder's list as plans and specifications are issued to Contractors.

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

**Attend Bid Opening.** The Engineer shall perform the bid opening at the City of Yankton.



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

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

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

**Prepare and Submit FAA Grant Application.** The Engineer shall prepare the Application for Federal Assistance and State Funding Applications.

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

#### **~~CONSTRUCTION ADMINISTRATION / CONSTRUCTION OBSERVATION~~**

Not included in this scope of services.

#### **~~AERONAUTICAL SURVEY SERVICES~~**

Not included in this scope of services.

#### **FAA PROJECT CLOSEOUT REPORT**

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

~~**Prepare Final Payment.** SDDOT Aeronautics shall prepare final outlay request for final grant payment.~~

~~**Prepare DBE Summary Report.** Not included in this scope of services.~~

**Prepare Executive Summary.** The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.

~~**Prepare Quantity Revision Summary.** Not included in this scope of services.~~

~~**Prepare ALP Update.** Not included in this scope of services.~~

~~**Exhibit A Update.** Not included in this scope of services.~~

~~**Prepare Record Drawings.** Not included in this scope of services.~~

**Prepare Closeout Report Document.**

- Prepare summaries of all test results on materials installed as required and final testing report.
- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy to the Owner.

**OWNER'S RESPONSIBILITIES**

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

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

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

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

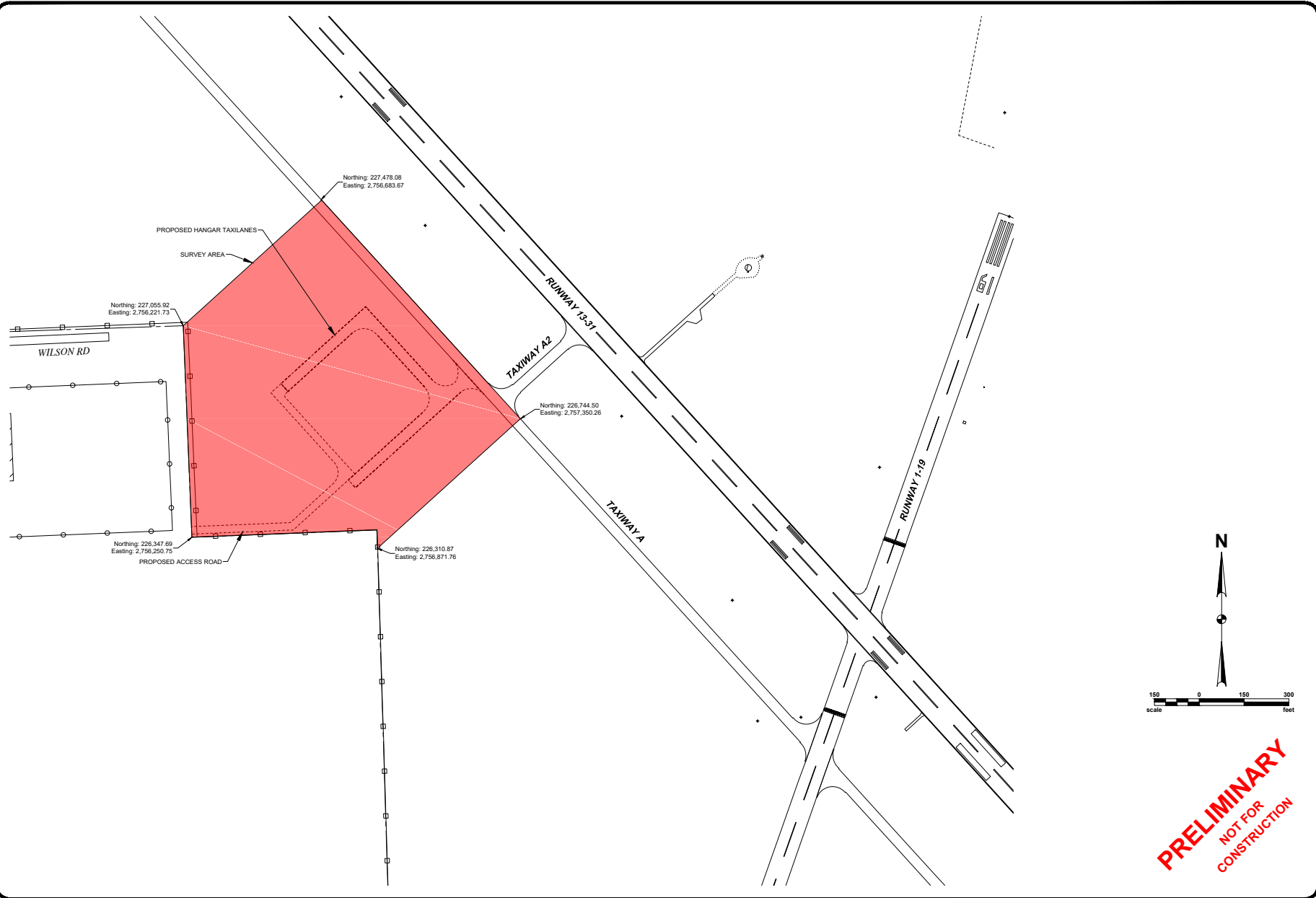


**CHAN GURNEY MUNICIPAL AIRPORT**  
CITY OF YANKTON  
YANKTON, SOUTH DAKOTA

**PROJECT WORK DESCRIPTION &  
BASIS OF ESTIMATE**

DRAWN BY  
**JAB**  
REVIEWED BY  
**JJB**  
PROJECT NUMBER  
**2005-01789**  
LAST PERIOD DATE  
**02/25/2021**

SHEET  
**1**



**PRELIMINARY**  
**NOT FOR**  
**CONSTRUCTION**

**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, South Dakota  
 KLJ #2005-01789, AIP #3-46-0062-033-2021  
**Hourly Rate and Cost Breakdown**



**PHASE: Design and Bidding Services**  
 Design Hangar Taxilanes and Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Environmental Planner III	Engineer	Environmental Planner II	GIS Analyst III	Archaeologist II	Archaeologist III	Archaeologist IV			Task Direct Labor Cost
<b>Project Administration</b>														
Project Scoping Meeting with Owner														
Meeting Preparation		1												\$ 45.00
Participate in Meeting (including travel)		1												\$ 45.00
Prepare and File Meeting Minutes				1										\$ 25.00
Prepare Project Detailed Scope of Services and Schedule		2												\$ 90.00
Project Detailed Scope of Services Review with FAA														
Meeting Preparation														\$ -
Participate in Meeting (including travel)		2												\$ 90.00
Prepare and File Meeting Minutes				1										\$ 25.00
Engineering Detailed Scope of Services and Hour Negotiations		2												\$ 90.00
Agreement for Professional Services	1	2												\$ 119.00
Prepare and Coordinate Subconsultant Agreements		4												\$ 180.00
Independent Fee Document Preparation		2												\$ 90.00
														\$ -
<b>Subtotal</b>														<b>\$ 799.00</b>
<b>Project Management</b>														
Overall Project Management	5	15												\$ 965.00
Project Startup Meeting		1	1											\$ 77.00
Project Budget Setup		1		1										\$ 70.00
Bi-Weekly Budget Review / Projections		6												\$ 270.00
Monthly Invoicing		6		6										\$ 420.00
Periodic Internal Meetings		3	3											\$ 231.00
Develop Quality Control Plan		2												\$ 90.00
FAA Grant Reimbursement Processing		4		4										\$ 280.00
FAA Grant Pre-Application Checklist		1	2											\$ 109.00
Monthly Status Reports		6		6										\$ 420.00
FAA Quarterly Reports		3		3										\$ 210.00
DBE Reporting				2										\$ 50.00
Prepare SDDOT Audit Review Information		1												\$ 45.00
														\$ -
<b>Subtotal</b>														<b>\$ 3,237.00</b>
<b>Project Pre-Design</b>														
Pre-Design Meeting														
Meeting Preparation	0.5	1												\$ 74.00
Participate in Meeting (including travel)	3	3												\$ 309.00
Assist with Preliminary FAA Reimbursable Agreement														\$ -
Site Visit, Investigations and Data Collection		2	6											\$ 282.00
Coordinate Preliminary Soils Investigation		4												\$ 180.00
Preliminary Survey and Base Map Preparation		2	6											\$ 282.00
Develop Project Justification		1												\$ 45.00
Environmental Field Studies	1	2			22		40	12	44	24	4			\$ 4,718.00
Develop and Submit Environmental Checklist	1	2			20									\$ 888.00
Application for Federal Assistance		2	2											\$ 154.00
Analysis of FAA Standards		2	6											\$ 282.00
Complete Pavement Design / Life Cycle Cost Analysis		2	6											\$ 282.00
Engineering Design Report		4	24											\$ 948.00
Prepare Preliminary Opinion of Cost and Update Airport Capital Improvement Plan (ACIP)		2	4											\$ 218.00
Update Airport Layout Plan (ALP) Drawings		1	4											\$ 173.00
Develop DBE Plan	1	2	2	24										\$ 812.00
Pre-Design Internal Document Review		4												\$ 180.00
														\$ -
<b>Subtotal</b>														<b>\$ 9,827.00</b>
<b>Preliminary Plan &amp; Specifications</b>														
Complete Pavement Design		1	4											\$ 173.00
Develop Project Geometrics		2	8											\$ 346.00
Prepare Subsurface Drainage Design			4											\$ 128.00
Develop Site Grading Plan		4	24											\$ 948.00
Prepare Storm Drainage Design		2	12											\$ 474.00
Prepare Erosion Control Plan			2											\$ 64.00

**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, South Dakota  
 KLJ #2005-01789, AIP #3-46-0062-033-2021  
**Hourly Rate and Cost Breakdown**



**PHASE: Design and Bidding Services**  
 Design Hangar Taxilanes and Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Environmental Planner III	Engineer	Environmental Planner II	GIS Analyst III	Archaeologist II	Archaeologist III	Archaeologist IV			Task Direct Labor Cost
Prepare Airfield Lighting and Signage Design			8			4								\$ 436.00
Prepare Utility Plan			2											\$ 64.00
Preliminary Plan Sheets:														\$ -
Cover Sheet			1											\$ 32.00
Sheet Index			1											\$ 32.00
Project Work Description and Basis of Estimate			2											\$ 64.00
Construction Safety and Phasing Plan		4	8											\$ 436.00
Construction Safety and Phasing Plan Details and Notes		1	2											\$ 109.00
Traffic Control Details			2											\$ 64.00
Erosion Control Plan and Details			2											\$ 64.00
Existing Utility Plan			2											\$ 64.00
General Project and Construction Notes		2	4											\$ 218.00
Demolition Plan and Notes			2											\$ 64.00
Typical Pavement Sections			2											\$ 64.00
Plan and Profile		2	8											\$ 346.00
Cross Sections		2	8											\$ 346.00
Grading and Drainage Plan		2	8											\$ 346.00
Storm Sewer Layouts and Details		2	8											\$ 346.00
Underdrain Layouts and Details			4											\$ 128.00
Paving Layouts and Details		2	8											\$ 346.00
Pavement Marking Plan - Permanent		2	4											\$ 218.00
Pavement Marking Details - Permanent		2	2											\$ 154.00
Electrical Signing Plan			4											\$ 128.00
Electrical Details			2											\$ 64.00
Electrical Notes			2											\$ 64.00
Subconsultant Coordination	1	4												\$ 238.00
Prepare Preliminary Contract Documents		2	4											\$ 218.00
Prepare Technical Specifications		2	8											\$ 346.00
Prepare Modification to Standards Request		2	2											\$ 154.00
Prepare Preliminary Estimate of Construction Cost		2	4											\$ 218.00
Prepare Preliminary Construction Schedule		1	1											\$ 77.00
<del>Update Signage and Marking Plan</del>														\$ -
Preliminary Internal Plans and Specifications Review		8												\$ 360.00
Preliminary Design Review Meeting with Owner														\$ -
Meeting Preparation	0.5	1												\$ 74.00
Participate in Meeting (including travel)	3	3												\$ 309.00

**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, South Dakota  
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**Hourly Rate and Cost Breakdown**



**PHASE: Design and Bidding Services**  
 Design Hangar Taxilanes and Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Environmental Planner III	Engineer	Environmental Planner II	GIS Analyst III	Archaeologist II	Archaeologist III	Archaeologist IV			Task Direct Labor Cost
Periodic Owner Meetings														
Meeting Preparation	0.5	1												\$ 74.00
Participate in Meeting (including travel)	3	3												\$ 309.00
Periodic Agency Meetings														
Meeting Preparation	1	2												\$ 148.00
Participate in Meeting (including travel)	2	2												\$ 206.00
														\$ -
<b>Subtotal</b>														<b>\$ 9,061.00</b>
<b>Final Plans and Specifications</b>														
Prepare Engineer's Responses to Review Comments		2												\$ 90.00
Prepare Final Plans														\$ -
Cover Sheet			1											\$ 32.00
Sheet Index			1											\$ 32.00
Project Work Description and Basis of Estimate			1											\$ 32.00
Construction Safety and Phasing Plan		1	2											\$ 109.00
Construction Safety and Phasing Plan Details and Notes		1	2											\$ 109.00
Traffic Control Details			1											\$ 32.00
Erosion Control Plan and Details			2											\$ 64.00
Existing Utility Plan			1											\$ 32.00
General Project and Construction Notes		2	4											\$ 218.00
Demolition Plan and Notes			2											\$ 64.00
Typical Pavement Sections			2											\$ 64.00
Plan and Profile		2	8											\$ 346.00
Cross Sections		2	8											\$ 346.00
Grading and Drainage Plan		1	4											\$ 173.00
Storm Sewer Layouts and Details			2											\$ 64.00
Underdrain Layouts and Details			2											\$ 64.00
Paving Layouts and Details		1	4											\$ 173.00
Pavement Marking Plan - Permanent			1											\$ 32.00
Pavement Marking Details - Permanent			1											\$ 32.00
Electrical Signing Plan			2			2								\$ 154.00
Electrical Details			2			2								\$ 154.00
Electrical Notes			2			2								\$ 154.00
Prepare Final Contract Documents/Technical Specifications		2	4											\$ 218.00
Prepare Final Construction Safety and Phasing Plan		2	4											\$ 218.00
Update Final Quantities and Construction Cost Estimate		1	2											\$ 109.00
Prepare Engineering Design Report Supplement		1	2											\$ 109.00
Update Construction Schedule		1	1											\$ 77.00
FAA Plans and Specifications Review			2											\$ 90.00
Final Internal Plans and Specifications Review			8			16								\$ 1,080.00
Final Plans and Specifications Revisions			2	8										\$ 346.00
Final Design Review Meeting with Owner														
Meeting Preparation	0.5	1												\$ 74.00
Participate in Meeting (including travel)	3	3												\$ 309.00
Periodic Owner Meetings														
Meeting Preparation	0.5	1												\$ 74.00
Participate in Meeting (including travel)	3	3												\$ 309.00
Periodic Agency Meetings														
Meeting Preparation	0.5	1												\$ 74.00
Participate in Meeting (including travel)	1	1												\$ 103.00
														\$ -
<b>Subtotal</b>														<b>\$ 5,760.00</b>
<b>Bidding Services</b>														
Print and Distribute Plans and Specifications		1	2	4										\$ 209.00
Bid Invitations and Advertisement		1		1										\$ 70.00
Document and Respond to Contractor Questions		6		4										\$ 270.00
Create and Maintain Planholder's List		1		4										\$ 145.00
Issue Addenda		4	8											\$ 436.00
Attend Bid Opening														
Bid Opening Preparation	0.5	1												\$ 74.00
Participate in Bid Opening (including travel)	3	3												\$ 309.00
Prepare Bid Tabulation		1		1										\$ 70.00
Bidder Contractual Requirements Review														

**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, South Dakota  
 KLJ #2005-01789, AIP #3-46-0062-033-2021  
**Hourly Rate and Cost Breakdown**



**PHASE: Design and Bidding Services**  
 Design Hangar Taxilanes and Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II	Environmental Planner III	Engineer	Environmental Planner II	GIS Analyst III	Archaeologist II	Archaeologist III	Archaeologist IV				Task Direct Labor Cost
Buy American Review		0.5		1											\$ 47.50
DBE Review		0.5		2											\$ 72.50
Bid Deficiencies Evaluation		0.5		1											\$ 47.50
Prepare Recommendations of Award	0.5	2													\$ 119.00
Prepare and Submit FAA Grant Application		2		4											\$ 218.00
Prepare Award and Construction Contract Documents		2		4											\$ 218.00
															\$ -
<b>Subtotal</b>															<b>\$ 2,305.50</b>
Total Hours	35.5	230.5	329	62	42	26	40	12	44	24	4	0	0	0	
Hourly Rate	\$58.00	\$45.00	\$32.00	\$25.00	\$37.00	\$45.00	\$30.00	\$35.00	\$25.00	\$36.00	\$43.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$	30,989.50
Indirect Labor Total (1.8516 Overhead Rate)	\$	57,380.16
<b>Direct and Indirect Labor Total</b>	<b>\$</b>	<b>88,369.66</b>
Fixed Fee (13%)	\$	11,488.06
Cost of Facilities (0.91%)	\$	282.00
<b>Subtotal</b>	<b>\$</b>	<b>100,139.72</b>

Expenses					
Air Charter	N/A	per trip @	0	trips	\$ -
Per Diem - Lodging	\$ 96.00	per day @	0	days	\$ -
Per Diem - Meals	\$ 40.00	per day @	0	days	\$ -
Other Expenses	Survey Subconsultant - Stockwell Engineerings				\$ 2,675.00
Other Expenses	Tribal Cultural Specialists				\$ 3,796.20
Other Expenses	Geotechnical Subconsultant- AET				\$ 8,570.00

Expenses Total \$ 15,041.20

**Design and Bidding Services Total Cost \$ 115,180.92**

**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, South Dakota  
 KLJ #2005-01789, AIP #3-46-0062-033-2021  
**Hourly Rate and Cost Breakdown**



**PHASE: FAA Project Closeout Report**  
 Design Hangar Taxilanes and Access Road

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant II										Task Direct Labor Cost
Overall Project Management	2	4												\$ 296.00
Prepare Final Payment														\$ -
Prepare DBE Summary Report														\$ -
Prepare Executive Summary		1	2											\$ 109.00
Prepare Quantity Revision Summary														\$ -
Prepare ALP Update														\$ -
Exhibit A Update														\$ -
Prepare Record Drawings														\$ -
Prepare Closeout Report Document	1	2	8	8										\$ 604.00
<b>Subtotal</b>														<b>\$ 1,009.00</b>
Total Hours	3	7	10	8	0	0	0	0	0	0	0	0	0	
Hourly Rate	\$58.00	\$45.00	\$32.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$	1,009.00
Indirect Labor Total (1.8516 Overhead Rate)	\$	1,868.26
<b>Direct and Indirect Labor Total =</b>	<b>\$</b>	<b>2,877.26</b>
Fixed Fee (13%)	\$	374.04
Cost of Facilities (0.91%)	\$	9.18
<b>Subtotal</b>	<b>\$</b>	<b>3,260.48</b>

Expenses					
Air Charter	N/A	per trip @	0	trips	\$ -
Per Diem - Lodging	\$ 96.00	per day @	0	days	\$ -
Per Diem - Meals	\$ 40.00	per day @	0	days	\$ -
Materials and Supplies					\$ -
Other Expenses					\$ -

Expenses Total \$ -

**FAA Project Closeout Report Total Cost \$ 3,260.48**

**Total Cost - Preliminary and Design Services, Construction Observation and Records, FAA Project Closeout Report \$ 118,441.40**



## **Federal Contract Provisions**

### **Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors**

#### **A1 ACCESS TO RECORDS AND REPORTS**

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

#### **ACCESS TO RECORDS AND REPORTS**

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

#### **A2 CIVIL RIGHTS - GENERAL**

49 USC § 47123

#### **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **A3 CIVIL RIGHTS – TITLE VI ASSURANCE**

49 USC § 47123

FAA Order 1400.11

#### **TITLE VI SOLICITATION NOTICE:**

The City of Yankton, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be

afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:**

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

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

the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

#### **A4 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

2 CFR § 200, Appendix II(E)

##### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

###### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

###### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

###### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

###### **4. Subcontractors.**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **A5 DEBARMENT AND SUSPENSION**

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

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

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

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

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

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

## **A6 DISADVANTAGED BUSINESS ENTERPRISE**

49 CFR part 26

### **DISADVANTAGED BUSINESS ENTERPRISES**

Information submitted as a matter of bidder responsibility:

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Yankton to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29) –** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City of Yankton. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Yankton. This clause applies to both DBE and non-DBE subcontractors.

**A7 DISTRACTED DRIVING**

Executive Order 13513

DOT Order 3902.10

## **TEXTING WHEN DRIVING**

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **A8 ENERGY CONSERVATION REQUIREMENTS**

2 CFR § 200, Appendix II(H)

### **ENERGY CONSERVATION REQUIREMENTS**

Consultant and Sub-consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

## **A9 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### **EQUAL OPPORTUNITY CLAUSE**

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

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

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

1. As used in these specifications:



- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the

work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who

fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

## **A10 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

29 USC § 201, et seq

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

## **A11 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

### **A12 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

29 CFR part 1910

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

## **A13 TAX DELINQUENCY AND FELONY CONVICTIONS**

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

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

#### **Certifications**

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

#### **Note**

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

#### **Term Definitions**

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

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

## **A14 TERMINATION OF CONTRACT**

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.



Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **A15 TRADE RESTRICTION CERTIFICATION**

49 USC § 50104

49 CFR part 30

### **TRADE RESTRICTION CERTIFICATION**

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

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **A16 VETERAN'S PREFERENCE**

49 USC § 47112(c)

### **VETERAN'S PREFERENCE**

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

***Board of Adjustment Introduction, First Reading and  
Establish the Date for a Public Hearing***

***Memorandum #21-73***

**To:** Amy Leon, City Manager  
**From:** Dave Mingo, AICP Community and Economic Development Director  
**Subject:** Establish May 10, 2021 as the Hearing Date for Zoning Board of  
Adjustment Action on Planning Commission Action Number 21-14.  
**Date:** April 19, 2021

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**REQUEST FOR VARIANCE TO ZONING REGULATIONS**

**ACTION NUMBER: 21-14**

**E.T.J. MEMBER ACTION REQUIRED:** No

**APPLICANT / OWNER:** Jeff Koster, owner.

**ADDRESS / LOCATION:** 3007 Broadway Avenue.

**PROPERTY DESCRIPTION:** Lot 4, Block 1, Walmart Addition in the City of Yankton, South Dakota.

**ZONING DISTRICT:** B-2 Highway Business District.

**VARIANCE REQUEST:** The proposal is for a variance from the front yard setback requirement. Specifically, the proposal would allow a building addition to be 10 feet from the front (east) lot line. The required front yard setback in the B-2 Highway Business District is 15 feet.

**PREVIOUS ACTION:** None.

**COMMENTS:** While these comments are specific to the address, they are only specific based on the location being in a B-2 district and would also apply to all B-2 locations if there was a similar request somewhere else. To maintain a legally defensible position, it is imperative to apply the ordinance uniformly to all properties and not grant special privileges. As discussed in past requests similar to this, the consideration should be about the district regulation and if the adopted setback still represents the outcome the community wants to achieve.

\_\_\_\_\_ Introduce

In the past when the City has considered issues like this we have discussed whether or not we should change the ordinance for all property rather than granting a special privilege for one property owner. The 15-foot front yard setback has applied to all of the development on properties in the B-2 District for many decades. Specific locations to the south of this request may have a reduced setback because there are provisions in the code that allows a new structure to be in line with older structures built before the ordinance was adopted.

This specific setback was discussed at length during the ordinance re-write in 1995 and multiple several times since as permits or other requests have been considered. Some other provisions of the ordinance have been changed through the years with dimensions reduced. Changes like that occur through a Planning Commission and City Commission amendment to the ordinance as it applies to all rather than granting variances for individual property owners.

It is the staff's opinion that the 15-foot setback continues to represent the intended goals. A majority of the discussions that the Planning Commission has had regarding the front yard setback in the B-2 District have been about 15 feet being a bare minimum and that the dimension should possibly be increased, not decreased. The 15-foot dimension has been maintained because a majority of the northern commercial development in town has occurred under that setback criteria over many decades. Changing the code to reduce front yard setbacks everywhere in the B-2 District would not be fair to those that have complied with the setback for many years. A reduction would also impact the visual corridor of some the most travelled streets in the community.

There is no doubt that Mr. Koster has constructed a very nice structure and developed a successful business at the location. The material submitted by him, included in your packet, describes his business, an explanation of its impact on the community and his desire to expand. Please note that Mr. Koster uses the term "right of way" to describe the distance he measured from the curb at multiple locations of other businesses along Broadway Avenue. As you know, the curb is the edge of the roadway and the right of way includes additional land that varies in dimension based on the need for utilities, sidewalks, storm water management and grading. A majority of the examples referenced in his letter have a 15 foot or greater front yard setback. Some of them are further south in the older developed area of the community where adjacent, previously constructed buildings, establish the setback line. Zoning ordinances function by being based uniformly off the property line, not the curb line.

The information in the letter of application is informative and interesting but not of consequence for consideration of a variance. We are not aware of any place in case law or statute that includes sales volumes or taxes generated in the definition of a hardship. We can also note that when originally constructed, there was the opportunity for the structure to be placed further west on the lot which would have provided space for the addition he is now requesting. The applicant also has the option of reducing the size of the addition to comply with the required setback.

Proof of hardship is the test that must be passed when considering a variance request. The below Section 27-11-2 of the code describes the parameters under which variances are considered by the City. The applicable section of the city code states the reason for granting a variance to be:

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

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

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

Based on the applicable codes and SDCL, there is no documentable hardship at the site.

City staff has been contacted by two adjacent owners subsequent to sending out the notice for the Planning Commission meeting. Both just asked about the application and did not state a position for or against the proposal.

Staff recommends that the variance request be denied.

**HEARING SCHEDULE:**

- April 12, 2021: Planning Commission hears testimony and makes a recommendation to the Zoning Board of Adjustment.
- April 26, 2021: Zoning Board of Adjustment sets May 10, 2021 as the date for a public hearing to consider the variance.
- May 10, 2021: Zoning Board of Adjustment hears testimony and makes final decision. Granting of a variance requires an affirmative vote of at least two-thirds of the Board.

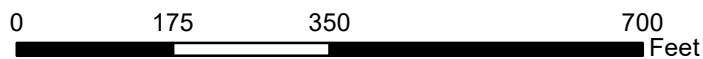
**Planning Commission results:** The Planning Commission recommended that the proposed variance be denied.



# City of Yankton

## Variance Application Location Map

3007 Broadway Avenue  
City of Yankton, Yankton County, South Dakota.



April 5, 2021

Dave Mingo, AICP  
Community and Economic Development Director  
City of Yankton  
416 Walnut St.  
Yankton, SD 57078

Dear Mr. Mingo,

Xtreme Car Wash located at 3007 N. Broadway is seeking a Variance of 5 feet for a \$1.5 million expansion project to add a Tunnel Wash to its existing site.

This wash will increase City Revenue and offer new, expanded service options to Yankton residents and visitors alike. Not only will it add considerable additional Sales Tax and Water & Sewer Revenue for the City of Yankton, it will dramatically reduce wait times for customers who are spending locally. Projected increased Sales Tax Revenue from this addition is \$39,420.00 per year as well as an increase to Water & Sewer Revenue of \$4,000.00 - \$6,000.00 per month. Combined Revenue Increase for the City of Yankton is over \$100,000.00 annually from the project.

We are not asking for City Property; we are requesting a Variance to use 5 feet of our own property. Currently, there is 10 feet of utility easement in place; there is no need for additional easement. The existing sidewalk is already on the other side of the 10 feet of utility easement, (Brandt Engineering & Survey, Survey Exhibit 1).

Attached you will also find an overhead picture of the site to demonstrate the remaining expanse, (Aerial Photo, Exhibit 2). The outer red line (East, closest to Broadway) is the actual Xtreme Car Wash property line. The two small red lines indicate the 10 feet of utility easement. The two yellow lines indicate the 30 feet needed for the expansion.

To help you see the possibilities, Exhibit 3 provides an overhead picture of the Xtreme site with the potential addition clearly delineated. I have also enclosed an artist rendering of what the completed project will look like if allowed to continue, (Rendering, Exhibit 4).

Our City has clearly set precedents for allowable and differing variances on the West side of Broadway Avenue. After completion, the new building will still be 71 feet from the right of way. Existing businesses that are closer than that are as follows:

1. Holiday Inn Express - 65 feet
2. O'Reilly Auto Parts - 25 feet



3. Pizza Hut - 20 feet
4. Walk-in-Clinic - 45 feet
5. Dairy Queen - 42 feet
6. Ron's Auto Glass - 46 feet
7. Yankton Computer - 31 feet
8. Luken Memorials - 8 feet

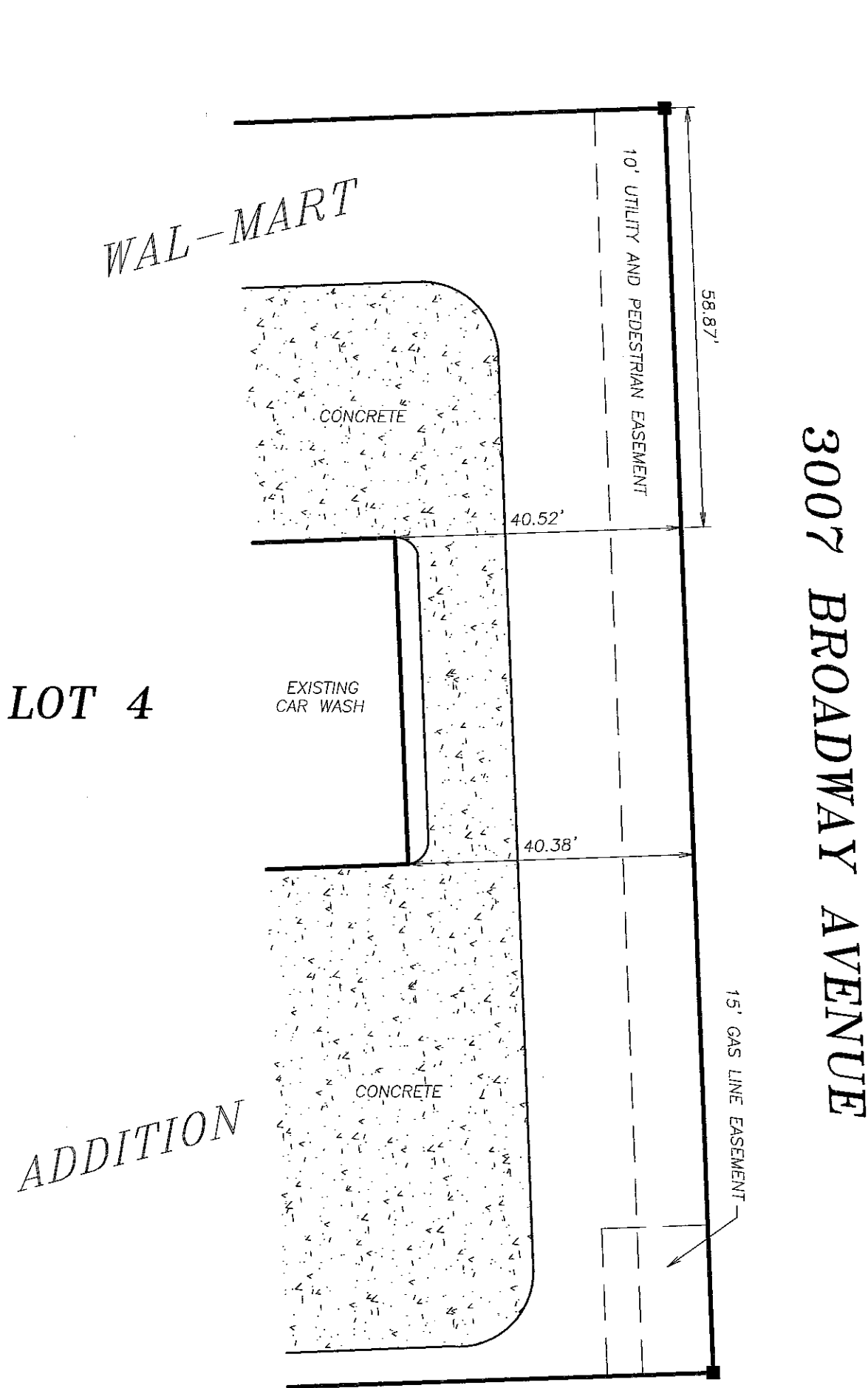
We hope you have found this material informative; we appreciate your time and consideration in this matter.

Thanking you in advance,

Jeff Koster

President and Owner  
Xtreme Car Wash  
3007 N. Broadway Ave.  
Yankton, SD 57078

**SITE PLAN  
FOR XTREME CAR WASH**



**SURVEYOR'S CERTIFICATE**

I, JOHN L. BRANDT, A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, HAVE AT THE REQUEST OF JEFF KOSTER, COMPLETED A TOPOGRAPHIC SURVEY OF A PORTION OF LOT 4, WALMART ADDITION, AN ADDITION TO THE CITY OF YANKTON, SOUTH DAKOTA

I CERTIFY THAT THIS MAP SHOWS THE CONDITIONS AT THE TIME OF THE SURVEY AND SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

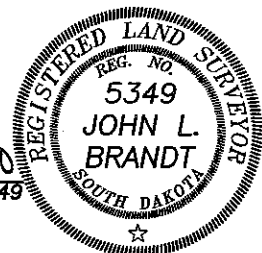
DATED THIS 19TH DAY OF MARCH, 2021.

**NOTE:**

BASIS OF BEARING  
BY GPS OBSERVATION

PREPARED BY:  
BRANDT LAND SURVEYING  
1202 WILLOWDALE ROAD  
YANKTON, SD 57078  
(605) 665-8455

JOHN L. BRANDT NO. 5349



**LEGEND**

■ FOUND 5/8" REBAR



Scale 1" = 20'





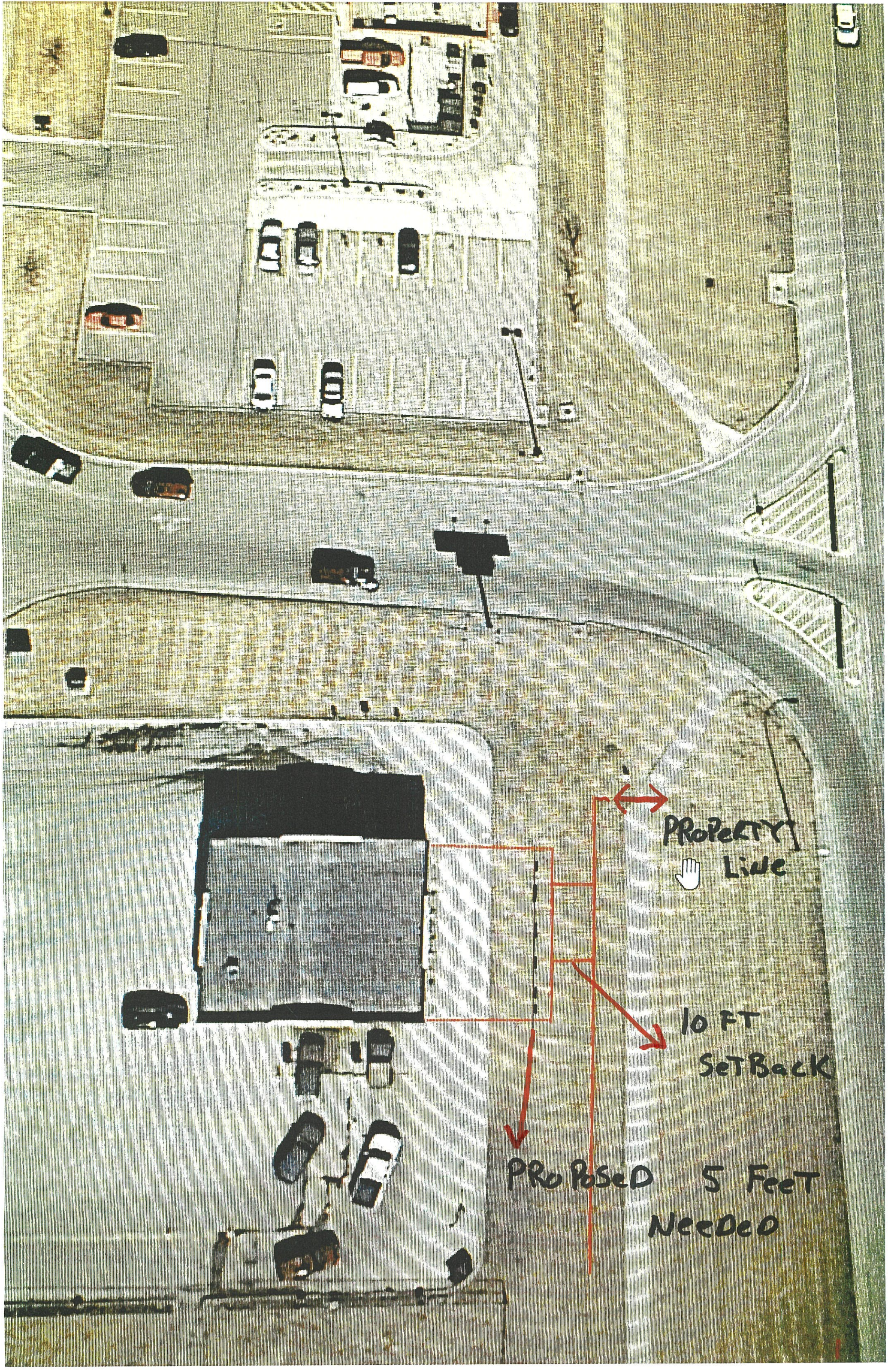
© 2012 Google

Google earth

1991

Imagery Date: 5/9/2012 42°54'23.74" N 97°23'53.36" W elev 1259 ft eye alt 1501 ft





PROPERTY  
LINE



10 FT  
SETBACK

PROPOSED 5 FEET  
NEEDED



**CAR WASH**

ENTRANCE

*Super Tunnel*

**X-TREME**  
*Super Tunnel*  
**Car Wash**



**X-TREME**  
*Super Tunnel*  
**CAR WASH**





X-TREME  
*Super Tunnel*  
CAR WASH



## ***Memorandum #21-76***

**To:** Yankton Board of City Commissioners  
**From:** Amy Leon, City Manager  
**Subject:** Yankton Youth Soccer Field Development Activities on City Owned Land  
**Date:** April 20, 2021

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As you know, in 2019 the City of Yankton entered into a long-term lease agreement with the Yankton Youth Soccer Association (YYSA) for their use of City owned land located south of the Meade Building (see Lease Areas 1 and 2 on the attached map). The associated “Memorandum of Understanding” and lease document included provisions for the City’s review of any substantial construction activities that YYSA proposes on the site.

We are very happy to hear that the YYSA has been awarded a 2021 National Guard project for Phase 1 of the development of the complex. The construction project will include substantial dirt work that will set the grade of the area the soccer fields are located. It could also include the installation of some initial utilities in preparation for future improvements at the site.

The project requires YYSA to contract with a consulting engineer to develop initial grading plans. Based on the layout of the property including the City of Yankton owned future development area to the east, it is imperative that grading plans take the entire area into consideration. We would not want the grading on the soccer site to have a negative impact on the future development site to the east. Nor would we want to have the National Guard haul fill away from the property that the City may benefit from having placed in the eastern area.

The timing of the YYSA / National Guard project makes it prudent for the City to include consideration of the future development area to the east. Our 2019 approved agreement with YYSA stipulates that the City is responsible for future public infrastructure construction in the development. Initial plans include a north-south street between the YYSA leased area and City development land, and one east-west street through the soccer field complex. It is logical to have all of this preliminary engineering completed at the same time prior to the National Guard project.

The proposal that YYSA received from their consulting engineer (Stockwell) for development of the grading plans, including the City’s eastern property, will cost \$36,742.50. Proportionally, the land area of the future development property and the planned roadways would put the City’s portion of those design costs at \$15,000.

The proportional preliminary engineering expenses are obligations that the City would eventually incur. The only thing different than usual is the time frame. YYSA’s project is ahead of any market driven development plan to the east. The City would typically include these types of costs in a Tax Increment District proposal and recover them over time. However, we feel that the overall cost savings to the community resulting from the National Guard’s involvement makes the \$15,000 up front investment in design a good value. If approved, the \$15,000 would come from the Engineering Professional Services fund.

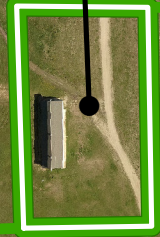
\_\_\_\_\_ Roll Call

# EXHIBIT B

HSC CAMPUS

MEAD BUILDING

4030 Foundation



Lease Area 2

4030 to YYS  
to City of Yankton

Lease Area 1

City of Yankton

SPRUCE ST

81

50

FOX RUN GOLF COURSE

WALMART



This is not a typical subdivision proposal so the plan sets created at this time will not be developed to the extent that we normally see. Normal subdivision plan sets would include all detailed street and infrastructure design. Since there is no subdivision occurring in this instance and the property is all owned by the same entity (the City) we need the plans to include enough detail to make sure the fill on the site balances and the National Guard grading project works in concert with potential plans to the east.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'A. Leon'.

Amy Leon  
City Manager

**Recommendation: It is recommended that the City Commission approve Yankton Youth Soccer's initial field development work on City of Yankton property including participation in the cost of preliminary grading design and authorize the City Manager to execute documents associated with the project.**