

Agenda	Yankton County Commission 6:00 PM, Tuesday, May 7th, 2024 Commission Chamber Yankton County Government Center		
	DOCUMENTS WILL BE AVAILABLE AT AUDITOR'S OFFICE FOR REVIEW BEGINNING May 3rd. COPIES AVAILABLE FOR \$1.00 PER PAGE		
	Meeting chaired by: John Marquardt, Chairman		
01	Call to order:	6:00 PM	PLEDGE OF ALLEGIANCE
02	Roll Call:	_____Wanda Howey-Fox _____Ryan Heine _____ Dan Klimisch _____ Don Kettering _____ John Marquardt	
AGENDA ITEMS			
No.	Time	Item Description	Presenter
03	6:00 PM	Abstain Financial Conflict of Interest (SDCL 6-1-17) Non-Financial Interest-Must State Reason for Abstaining	Commissioner Marquardt
04	6:02 PM	Approval of Agenda Public comment is a time for persons to address this body on any subject. 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. There shall be no personal attacks against the members of this body, county staff, individual, or organizations. The Chair has the authority to enforce this policy. Failure to adhere to these rules may result in forfeiture of the remaining speaking time.	Public Comment
05	6:05 PM	Sheriff 2024, 1 st Quarter Report	Sheriff
06	6:10 PM	4-H Report	Katie Doty
07	6:15 PM	Cannabis Product Manufacturing Facility	Ray Nielsen III

08	6:20 PM	Request signature on Petition to Rezone 718 Walnut to B2	Christian Griffith
09	6:25 PM	IT Services	Dustin Sperlich
10	6:30 PM	Brady Rezone – 1 st Reading	Zoning
11	6:35 PM	List Rezone – 1 st Reading	Zoning
		Ditch Board	
12	6:40 PM	Yankton/Clay Ditch	Chris Nelson
		Regular Session	
13	6:45 PM	AP Triton Discussion	Ambulance
14	6:50 PM	Advertise for Drainage Board	Zoning
15	6:55 PM	April 9, 2024 BOE Meeting Minutes April 16, 2024 Meeting Minutes	Commission
16	7:00 PM	Renewal Malt Beverage Licenses	Auditor
17	7:05 PM	Claims March 2024 Auditor/Treasurer Report, Pooled Cash Report Budgeted Cash Transfer April 2024 Payroll Unanticipated Revenue	Auditor
18	7:10 PM	Public Comments	
19	7:15 PM	Commission Updates Executive Session/ Poor Relief Issues Pursuant to SDCL 1-25-2 & 28-13 and 28-13-1.3 and contractual matters Items for Next Meeting	Commission State's Attorney

YANKTON COUNTY
COMMISSIONERS REPORT

Sheriff and Jail

Monthly Report: January, 2024

2024 Yankton County Sheriff Monthly Fee Report

[illegible]

Jail Billing 2024												
Date	ICE Income 101-4-32432	USMS Income 101434221	B.I.A. Income 101434231	Yankton Confinemen t 101-4-34227	Other Agency Holds 101-4-34221	24/7 & SCRAM 248-4-34230	Transports	Damages 101-4-34226	Finger Prints 101-4-34212	Work Release 101-4-34223	Other Commision & Misc 101-4-34229	Totals
Jan		\$75,915.00		\$440.00	\$7,100.00	\$11,156.00	\$4,725.86		\$315.00	\$2,717.25	\$7,058.06	\$109,427.17
Feb												
March												
April												
May												
June												
July												
Aug												
Sept												
Oct												
Nov												
Dec												
Total		\$75,915.00		\$440.00	\$7,100.00	\$11,156.00	\$4,725.86		\$315.00	\$2,717.25	\$7,058.06	\$109,427.17

1/17/2024 Summit ck#0080110 \$1741.83
 1/18/2024 Holds for DOC ck#100892317 \$4465
 1/29/2024 Holds for Turner Co ck#129690 \$2635
 1/30/2024 NCIC Calls ck#145075
 1/30/2024 NCIC Txt ck#145076 \$1279.29
 1/30/2024 NCIC Video ck#145076 \$147.60
 1/31/2024 Cam Agency fees for January \$1570

Jail Statistics for 2023

	Days	City	County	Number of inmate arrests by department			Total		
				State	Fed	Others			
Jan	31	49	81	4	2	6			
Feb	29								
Mar	31								
Apr	30								
May	31								
Jun	30								
Jul	31								
Aug	31								
Sep	30								
Oct	31								
Nov	30								
Dec	31								
	Number of inmate days				Juvenile	Meals	Daily	High Day	Low Day
Jan	2,831				5	7693	84.1	90	78
Feb									
Mar									
Apr									
May									
Jun									
Jul									
Aug									
Sep									
Oct									
Nov									
Dec									
Total	2831			Total	5	7693	84.1		

Here is a breakdown of the expenditures for the month concerning the 24/7 Program. Listed below is a list of the hours used and associated costs. Testing time is the hours to conduct PBT 2 times per and 12 hours each week for Urine Tests for the month.

Income from all 24/7 Programs				\$13,079.00
Name	Type	Hours	Rate	Total
Cheryl Stahlecker	Coordinator	109	\$19.13	\$2,085.17
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Total Labor Hours	109	Total Labor Costs	\$2,085.17

Purchase of Supplies or Equipment 24/7 Program			
Date	Item	PO/Invoice Number	Cost
12/31/23	PharmChem	INV429434	\$4,047.25
01/06/24	PharmChem	INV429224	\$1,923.51
12/31/23	Redwood Toxicology Labs	INV021069202312	\$29.40
01/17/24	PharmChem	INV429807	\$1,923.51
		Total Purchase of Supplies and Equipment	
			\$7,923.67
		Total Expenses	\$10,008.84
		Balance	\$3,070.16

YANKTON COUNTY
COMMISSIONERS REPORT

Sheriff and Jail

Monthly Report: February, 20 24

2024 Yankton County Sheriff Monthly Fee Report

[illegible]

Jail Billing 2024												
Date	ICE Income 101-4-32432	USMS Income 101434221	B.I.A. Income 101434231	Yankton Confinemen t 101-4-34227	Other Agency Holds 101-4-34221	24/7 & SCRAM 248-4-34230	Transports	Damages 101-4-34226	Finger Prints 101-4-34212	Work Release 101-4-34223	Other Commision & Misc 101-4-34229	Totals
Jan		\$75,915.00		\$440.00	\$7,100.00	\$11,156.00	\$4,725.86		\$315.00	\$2,717.25	\$7,058.06	\$109,427.17
Feb		\$85,260.00			\$8,215.00	\$9,899.00	\$8,650.31	\$5.00	\$285.00	\$468.00	\$2,588.22	\$115,370.53
March												
April												
May												
June												
July												
Aug												
Sept												
Oct												
Nov												
Dec												
Total		\$161,175.00		\$440.00	\$15,315.00	\$21,055.00	\$13,376.17	\$5.00	\$600.00	\$3,185.25	\$9,646.28	\$224,797.70

2/1/2024 Summit Commission ck#0080434 \$2254.50

2/6/2024 Holds for Clay Co ck#075271 \$2040

2/21/2024 Holds for DOC ck#100898133 \$2945

2/21/2024 Holds for Clay Co ck#075394 \$595

2/28/2024 Holds for Turner Co ck#129840 \$2635

2/29/2024 Cam Daily Fees \$607

	Days	City	County	Number of inmate arrests by department			Total		
				State	Fed	Others			
Jan	31	49	81	4	2	6			
Feb	29	75	67	12	13	9			
Mar	31								
Apr	30								
May	31								
Jun	30								
Jul	31								
Aug	31								
Sep	30								
Oct	31								
Nov	30								
Dec	31								
	Number of inmate days				Juvenile	Meals	Daily	High Day	Low Day
Jan	2,831				5	7693	84.1	90	78
Feb	2,989								
Mar									
Apr									
May									
Jun									
Jul									
Aug									
Sep									
Oct									
Nov									
Dec									
Total	5820			Total	5	7693	84.1		

Yankton County Sheriff
24/7 Income and Costs Report

Here is a breakdown of the expenditures for the month concerning the 24/7 Program. Listed below is a list of the hours used and associated costs.
 Testing time is the hours to conduct PBT 2 times per and 12 hours each week for Urine Tests for the month.

Income from all 24/7 Programs				\$11,147.00
Name	Type	Hours	Rate	Total
Cheryl Stahlecker	Coordinator	114	\$19.13	\$2,180.82
Total Labor Hours		114	Total Labor Costs	\$2,180.82

Purchase of Supplies or Equipment 24/7 Program			
Date	Item	PO/Invoice Number	Cost
1/31/2024	PharmChem	429973	\$4,383.25
2/14/2024	PharmChem	430343	\$1,923.51
01/31/24	Redwood Toxicology Laboratory	INV021069	\$89.75
01/31/24	Redwood Toxicology Laboratory	817486	\$179.50
Total Purchase of Supplies and Equipment			\$6,576.01
Total Expenses			\$8,756.83
Balance			\$2,390.17

YANKTON COUNTY
COMMISSIONERS REPORT
Sheriff and Jail

Monthly Report: March, 2024

2024 Yankton County Sheriff Monthly Fee Report

[illegible]

Jail Billing 2024												
Date	ICE Income 101-4-32432	USMS Income 101434221	B.I.A. Income 101434231	Yankton Confinemen t 101-4-34227	Other Agency Holds 101-4-34221	24/7 & SCRAM 248-4-34230	Transports	Damages 101-4-34226	Finger Prints 101-4-34212	Work Release 101-4-34223	Other Commision & Misc 101-4-34229	Totals
Jan		\$75,915.00		\$440.00	\$7,100.00	\$11,156.00	\$4,725.86		\$315.00	\$2,717.25	\$7,058.06	\$109,427.17
Feb		\$85,260.00			\$8,215.00	\$9,899.00	\$8,650.31	\$5.00	\$285.00	\$468.00	\$2,588.22	\$115,370.53
March		\$84,630.00		\$110.00	\$7,840.00	\$9,544.00	\$4,537.73		\$465.00	\$3,036.25	\$6,896.52	\$117,059.50
April												
May												
June												
July												
Aug												
Sept												
Oct												
Nov												
Dec												
Total		\$245,805.00		\$550.00	\$23,155.00	\$30,599.00	\$17,913.90	\$5.00	\$1,065.00	\$6,221.50	\$16,542.80	\$341,857.20

3/4/2024 NCIC Messaging ck#0000146213 \$1095.64
 3/4/2024 NCIC Video Visitation ck#0000146213 \$211.05
 3/4/2024 NCIC Telephone Calls ck#0000146212 \$3526.86
 3/4/2024 Summit ck#0080997 \$1599
 3/11/2024 Holds for BonHomme Co ck#026115 \$1955
 3/26/2024 Holds for DOC ck#100902996 \$3420
 3/26/2024 Holds for Turner Co ck#129995 \$2465
 3/31/2024 Cam Daily Agency Fees \$612
 3/31/2024 Copy Fees \$18.25
 3/31/2024 Indigent Mail Fees \$39.10
 3/31/2024 OTC Fees \$406.62

Jail Statistics for 2023

	Days	City	County	Number of inmate arrests by department			Total
				State	Fed	Others	
Jan	31	49	81	4	2	6	
Feb	29	75	67	12	13	9	
Mar	31	69	74	17	0	5	
Apr	30						
May	31						
Jun	30						
Jul	31						
Aug	31						
Sep	30						
Oct	31						
Nov	30						
Dec	31						

	Number of inmate days	Juvenile	Meals	Daily	High Day	Low Day
Jan	2,831	5	7693	84.1	90	78
Feb	2,989	6	8044	93.86	112	79
Mar	3,421	2	9342	103.2	112	88
Apr						
May						
Jun						
Jul						
Aug						
Sep						
Oct						
Nov						
Dec						
Total	9241	Total	13	25079	93.72	

March

**Yankton County Sheriff
24/7 Income and Costs Report**

2024

Here is a breakdown of the expenditures for the month concerning the 24/7 Program. Listed below is a list of the hours used and associated costs.
Testing time is the hours to conduct PBT 2 times per and 12 hours each week for Urine Tests for the month.

Income from all 24/7 Programs				\$11,731.00
Name	Type	Hours	Rate	Total
Cheryl Stahlecker	Coordinator	109	\$19.13	\$2,085.17
	Tester			\$0.00
	Tester			\$0.00
	Tester			\$0.00
	Tester			\$0.00
	Tester			\$0.00
	Tester			\$0.00
	Tester			\$0.00
	Tester			\$0.00
	Tester			\$0.00
	Tester			\$0.00
	Total Labor Hours	109	Total Labor Costs	\$2,085.17

Purchase of Supplies or Equipment 24/7 Program			
Date	Item	PO/Invoice Number	Cost
2/29/2024	PharmChem	INV430526	\$3,706.20
3/19/2024	PharmChem	INV430929	\$1,923.51
		Total Purchase of Supplies and Equipment	\$5,629.71
		Total Expenses	\$7,714.88
		Balance	\$4,016.12

Activity Report | January 2024 — March 2024

Katie Doty, Yankton County 4-H Youth Program Advisor

Yankton County 4-H currently has 116 registered 4-H members and 26 registered 4-H Volunteers. October 1st begins our new 4-H year and re-enrollment process.

January

4-H

- 9 – Goat Committee Transition Zoom Meeting
- 10 – 4-H All Hands Zoom Meeting
- 22 – State Goat Committee Zoom Meeting
- 28 – Jr. Leaders Meeting (**4 youth**)

Non 4-H Programming

- 10 - United Way Big Friend Little Friend (**1 youth**)
- 10 – WeDo 2.0 Lego Robotics; Beadle Elementary (**22 youth**)
- 17 – Meeting with Mrs. Kocmick – Chicks in the Classroom
- 17 - WeDo 2.0 Lego Robotics; Beadle Elementary
- 24 - United Way Big Friend Little Friend
- 24 - WeDo 2.0 Lego Robotics; Beadle Elementary
- 31 - WeDo 2.0 Lego Robotics; Beadle Elementary

Promotional

- 8 - 4-H Member Spotlight- Observer

February

4-H

- 1 – All Livestock Committee Chair Zoom Meeting
- 12 – Cloverbuds Meeting; Creative Hands Art Studio (**5 youth**)
- 12 - 4-H Leaders Association Meeting; Extension Office
- 14 – SDAE4-HP Book Read Zoom
- 14 – 4-H All Hands Zoom Meeting
- 20 – State Livestock Committee Zoom Meeting
- 25 – Jr. Leaders Meeting; Extension Office (**4 youth**)
- 29 – Food, Fun, 4-H

Non 4-H Programming

- 7 - United Way Big Friend Little Friend (**1 youth**)
- 7 - WeDo 2.0 Lego Robotics; Beadle Elementary (**22 youth**)
- 21 - United Way Big Friend Little Friend
- 22 – Garden Club Meeting; Cindy Nelsen and Master Gardeners
- 27 – Chicks in the Classroom; Beadle Elementary (**25 youth**)
- 28 - WeDo 2.0 Lego Robotics; Stewart Elementary (**16 youth**)

Promotional

- 12 - 4-H Member Spotlight- Observer



Activity Report | January 2024 — March 2024

Katie Doty, Yankton County 4-H Youth Program Advisor

March

4-H

- 4 – Pick a Chick- Showmanship & Breed ID YLL **(11 youth)**
- 11 - Cloverbuds Meeting; Extension Office **(3 youth)**
- 11 - 4-H Leaders Association Meeting; Extension Office
- 12 – Spring Conference; Brookings
- 13 – Spring Conference; Brookings
- 14 – Spring Conference; Brookings
- 21 – Fruit Delivery Day
- 23 – Wood Burning Workshop; Creative Hand Art Studio **(4 youth)**
- 23 – Jr. Leaders Community Service Project; Extension Office **(5 youth)**
- 28 – Food, Fun, 4-H

Non 4-H Programming

- 5 – Chicks in the Classroom; Beadle Elementary **(25 youth)**
- 6 - WeDo 2.0 Lego Robotics; Stewart Elementary **(16 youth)**
- 8 - United Way Big Friend Little Friend **(1 youth)**
- 12 - Chicks in the Classroom; Beadle Elementary
- 19 - Chicks in the Classroom; Beadle Elementary
- 20 - United Way Big Friend Little Friend
- 20 - WeDo 2.0 Lego Robotics; Stewart Elementary
- 27 - Chicks in the Classroom; Beadle Elementary
- 27 - WeDo 2.0 Lego Robotics; Stewart Elementary

Promotional

- 11 - 4-H Member Spotlight- Observer

Plans for 2024

- April Project Day
- Jr. Leader Meetings
- Farm Safety Day
- Babysitting Clinic
- State Goat Committee
- SDAE4-HP State Relations Committee
- Garden Club at the Boys & Girls Club
- Youth-In-Action Events (Special Foods, Fashion Revue, Public Presentations, CDM, Horticulture Judging)
- County Horse Show
- County Fair – August 1st – 3rd
- Field to Table; Valley Ag





Yankton County Medical Cannabis Establishment Zoning Checklist

TAKE TO YANKTON COUNTY ZONING OFFICE

Application and fees must be delivered in person to:

Yankton County Auditor
321 W 3rd St., Ste. 100
Yankton, SD 57078

Type of medical cannabis establishment license(s) being applied for:

- ☐ Cultivation Facility
- ☒ Cannabis Product Manufacturing Facility
- ☐ Cannabis Testing Facility
- ☐ Cannabis Dispensary

☒ New License

☐ Renewal

Initial on the lines before verifying the information is included in your application packet. Applicants must turn in a \$5,000 non-refundable application fee for each license being applied for.

✓ Verify Zoning with Planning Department as Commercial, Lakeside Commercial or Agricultural District

✓ Verify Applicant is 400ft or More from Any Other Medical Cannabis Establishments

✓ Submit Licensing Application with the Auditors Office

NA If application is approved by State and County Government and new building is required, Submit electronic Building Permit Application showing how the new building will conform to State and County requirements including setbacks.

<https://permitting.schneidergis.com/jurisdiction/68d88fa2-efa8-4d3c-808d-f31a65047b2c>

NA Building Permit Approval from Yankton County Planning and Zoning

Zoning District: ☐ Ag

☒ Lakeside Commercial

☐ Commercial

Yankton County

Medical Marijuana License Application

Pursuant to SDCL 1-27-1 the medical marijuana application is a public record however, the addendums and the attachments disclose personal identifying information on security requirements of section SDCL 1-27-1.5
The application will not be considered for approval until the application is complete and all attachments and requested information is furnished to the Auditor's office.

New License ☒ Renewal ☐ Transfer ☐

Indicate the type of medical cannabis establishment license(s) being applied for

- ☐ Cultivation Facility
☒ Cannabis Product Manufacturing Facility
☐ Cannabis Testing Facility
☐ Cannabis Dispensary

A. Owner Name and Address

Name: Roy Nielsen, III		Phone: 712-441-1441	
Address: 4900 S Oxbow Ave Apt 101	City: Sioux Falls	State: SD	Zip 57106
Has the applicant ever been convicted of a felony?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Applicant has included a \$5,000 payment via check or money order for each license being applied for.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Applicant hereby certifies that the employees of the prospective medical cannabis establishment are over the age of 21.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

B. Legal Business Name and Address

Name: Royzzz Manufacturing of Yankton, LLC		Phone: 712-253-1865	
Address: 4200 W. 8th St.	City: Yankton	State: SD	Zip 57078
State Sales Tax Number:			
Does applicant own or lease this property?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are real estate taxes paid to date?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is the place of business located in a municipality?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

C. Legal Description of Licensed Premises

North One Hundred Fifty-Seven Feet (N 157') of Lewis and Clark Business Center, except Lots One (1), Two (2), Three (3), Twenty (20), Twenty-one (21), and Twenty-two (22) thereof, Yankton County, South Dakota, less highways and roads, as per survey recorded in Book S18, Page 294, and in survey recorded in Book S19, Page 170.
--

Has this been verified as a location in Yankton County by Planning and Zoning that a medical cannabis establishment is permitted by ordinances?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is Yankton County Planning and Zoning Verification Attached?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Previous experience operating a medical cannabis establishment, if any: (If no, check here ☐)

Currently own 2 dispensaries in SD as well as
a cultivation facility.

I hereby certify that the location of the prospective medical cannabis establishment is not within one thousand feet (1000 ft.) of a private or public school, including daycare facilities with more than 21 children.

☒ Yes

☐ No

Provide a copy of the operating documents for the prospective medical cannabis establishment that detail oversight of the establishment and procedures to ensure accurate record keeping. If provided, check yes or no.

☒ Yes

☐ No

Provide the description of security measures designed to deter and prevent theft of cannabis and unauthorized entry into any area containing cannabis. If provided, check yes or no.

☒ Yes

☐ No

Provide a non-refundable application fee of \$5,000 by check or money order. If provided, check yes or no.

☒ Yes

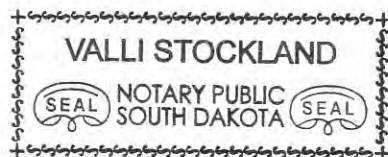
☐ No

Certificate: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and accurate, that the said applicant complies with all of the statutory and regulatory requirements for the class of license being applied for in SDCL 34-20G and Yankton County Ordinance 21-ZN-07.

Date: 4-16-2024 Printed Name: Roy Nielsen, III Signature: [Signature]

Subscribed and sworn to before me this 16th day of April, 2024.

(Notary Seal)




[Signature]
Notary Public

My Commission Expires: 8-15-2029

Approval of Yankton County Commission- Notice of hearing was published on _____.
Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements and South Dakota law.

Medical Cannabis Establishment License Application
Company Supplement Information
(For corporate/partnership/LP/LLC Applicants)

Name of Corporation/Partnership/LP/LLC		
Royzzz Manufacturing of Yankton, LLC		
Address of office and principal place of business of corporation/partnership/LP/LLC		
4900 S Oxbow Ave. Apt. 101		
City	State	Zip
Sioux Falls	South Dakota	57106
Has any of the principal officers, owners and/or board members served as a principal officer or board member for a cannabis establishment that has had a governmental license or certification revoked in any jurisdiction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Name, title of office and address of each principal officer of the corporation/partnership/LP/LLC		
Name	Office	Address
Roy Nielsen, III	Owner/Manager	4900 S Oxbow Ave. Apt. 101, Sioux Falls, SD 57106
Name, occupation and address of each board member of the corporation/partnership/LP/LLC		
Name	Occupation	Address
NA	NA	NA
Where are all company records kept such as charter by-laws, minutes, accounts, notes payable etc.?		
C/O Ryan Ross, Attorney, Cray Huff Law Firm, 329 Pierce Street, #200, Sioux City, Iowa 51101		
We the undersigned officers and directors of the applicant company acknowledge that the supplemental application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other medical cannabis license than that expressly set forth above.		
Date	Printed Name	Signature
4-22-2024	Roy Nielsen, III	

NOTICE OF PUBLIC HEARING
ON APPLICATION FOR
MEDICAL CANNABIS
ESTABLISHMENT
LICENSE FOR 2024

Notice is hereby given that the Board of County Commissioners in and for the County of Yankton, South Dakota, on the 07th of May, 2024, at the hour of 6:15 PM, at the Yankton County Government Center in the Commissioners Chambers will meet to consider the following application for Medical Cannabis Product Manufacturing Facility License, which has been presented to the Board of County Commissioners and filed in the County Auditor's Office: Medical Cannabis Facility License for: Royzzz Manufacturing of Yankton LLC, North One Hundred Fifty-Seven Feet (N 157) of Lewis and Clark Business Center, except Lots One (1), Two (2), Three (3), Twenty (20), Twenty-one (21), and Twenty-two (22) thereof, Yankton County, South Dakota, less highways and roads, as per survey recorded in Book S18, Page 294, and in survey recorded in Book S19, Page 170. Notice is further given that any person, persons, or their attorney may appear and be heard at said scheduled public hearing who are interested in the approval or rejection of such applications.

Patty Hojem
Yankton County Auditor

Published once at the total approximate cost of \$15.84 and can be viewed free of charge at www.sd-publicnotices.com

Published April 30, 2024.



COMMISSIONER MEETING AGENDA REQUEST

321 W 3rd, Suite 100, Yankton, SD 57078

E-Mail: patty@co.yankton.sd.us

Submission Deadline: 3:00pm on the Wednesday before scheduled meeting

Date Request Submitted Apr - 24 - 24

Request is for Commission Meeting Dated 7th May

Name: Christian T. Griffith

Address: 2303 Burkleigh St

Phone: 605-500-6577

E-Mail Address: christian.griffith7878@gmail.com

Topic to be Addressed and Length of Presentation: Yankton County
to sign Petition to Revoke 718 Walnut to B2

Specific Purpose for the Request (Please Also Attach Support Documents): _____

Person(s) Making Presentation to the Board: Christian Griffith

Audio/Visual Equipment Needed: none

For Office Use:

Approved _____ Denied _____ Reason(s): _____

Signature: _____

Date: _____

Yankton County Planning Commission
Yankton County Board of Adjustment

Applicant

Tom Brady– Rezone

District type: ☐ AG ☒ R1-Low ☐ R2-Moderate ☐ R3-High ☐ C-Comm.

☐ LC – Lakeside Commercial ☒ RT-Rural Transitional

Variance needed:

☐ Section 513 ☐ Section 607 ☐ Section 705 ☐ Section 1709 ☐ Section 1723

☒ Section 1809

NOTE:

Applicant is requesting to rezone three parcels that are Dual Zoned Low Density Rural Residential District (LC) AND Rural Transitional District (RT) to Low Density Rural Residential District (LD) per Article 18 Section 1809 and Article 20 Section 2003. Said properties are legally described as the Lot A in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), **AND** The South one-half (S1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4), and the East Sixteen and one-half Feet (16 ½') of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), **AND** The North Six Hundred Sixty Feet (N660') of the West Four Hundred Feet (W400') of the South Half (S1/2) of Government Lot Ten (10), All in Section 13, Township Ninety-three (93), Range Fifty-five (55), Yankton County, South Dakota. E-911 address for applicant is 265 Antler Drive, Yankton, South Dakota

PC: Article 18 Section 1809

BOA: Article 18 Section 1809

Planning Commission date: 3/12/2024

Time: 7:05 PM

Board of Adjustment date: 4/2/2024, 4/16/2024

Time: 6:30 PM

Yankton County

 Variance

 Conditional Use

 X Rezoning

Owner: Thomas Brady

Owners Address: 265 Antler Drive

Owners Phone: 6056608285

Applicants Name,
if different from

Owner: Thomas Brady

Applicants

Address: 265 Antler Drive

Job Address: 265 ANTLER DR

Legal: S2 LT 10 EXC N660' W400' EXC H-2

Section,
Township, Range:

13-93-55

Zoning

Classification: LD/RT

Affected Zoning

Ordinance: 18092003

Reason for Request: Properties are Dual zoned. Rezoning will allow best use of property

List Specific

Hardships:

SCHEDULED FOR PLANNING COMMISSION ACTION (DATE): 03/12/2024 7:05 PM CDT

SCHEDULED FOR BOARD OF ADJUSTMENT ACTION (DATE):

Application Fee: \$450.00

Check #: 5920

Receipt #:

Date:

Signature:

Thomas Brady

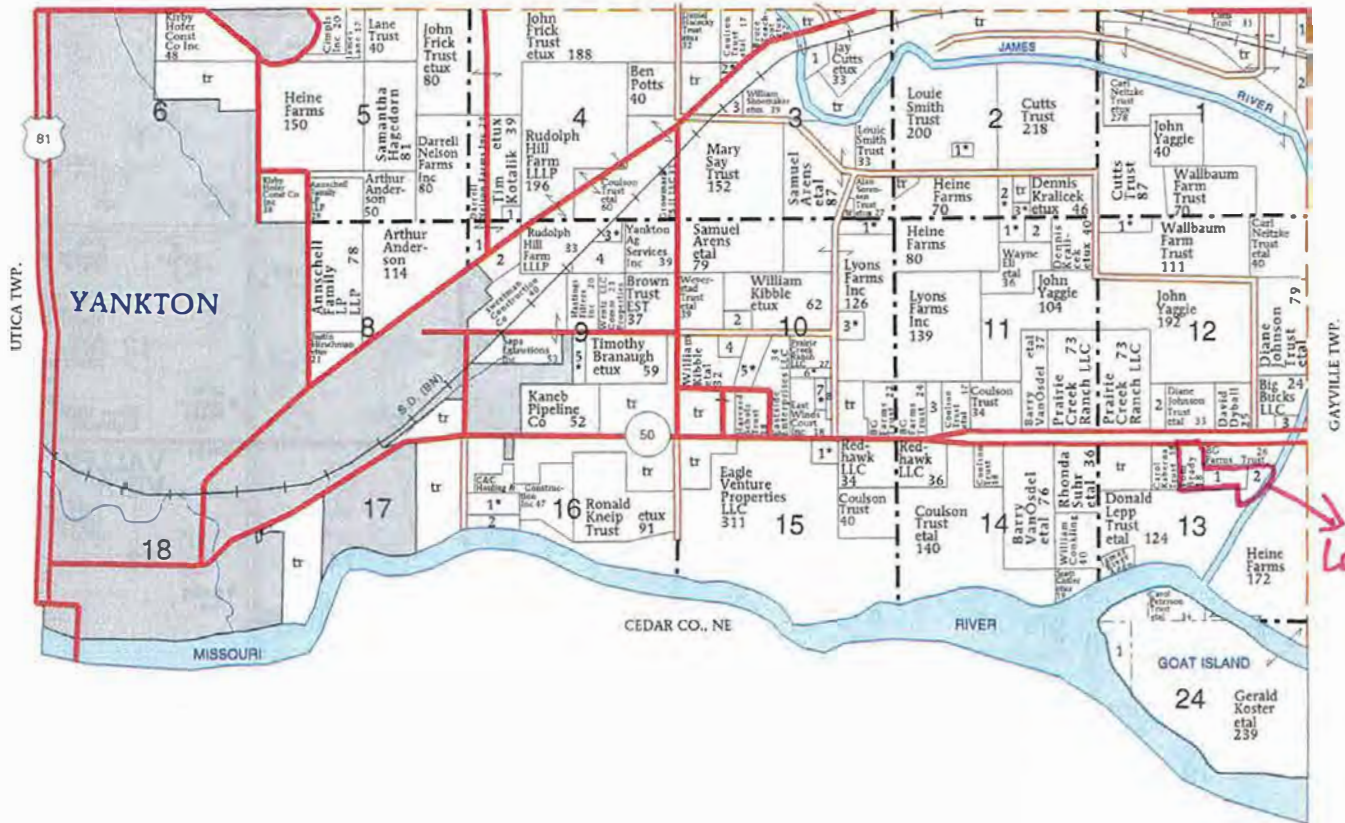
02/06/2024

Site Map



Parcel Number: 05.013.100.150

Site Description:

(Landowners)
MISSION HILL 'N' TWP.**MISSION HILL 'S'**
TOWNSHIP**SECTION 1**

- 1 RWH LAND LLC 6
- 2 NELSON, NANCY 13

SECTION 2

- 1 SPRAKEL, ROBBIE ETUX 6
- 2 PALCEK, LANCE ETUX 15
- 3 WILLMAN, DAVID ETUX 5

SECTION 3

- 1 STATE OF SOUTH DAKOTA 9
- 2 ANDERSON TRUST, RICHARD ETUX 9
- 3 LOECKER, REYNOLD 9

SECTION 4

- 1 KEEHR, MARK 6

SECTION 9

- 1 KEEHR, MARK 11
- 2 NORTHWESTERN PUBLIC SERVICE 15
- 3 EIDE, MARK ETUX 6
- 4 YANKTON THRIVE INC 25
- 5 HOLMSTROM, THOMAS ETUX 10

SECTION 10

- 1 MADSON TRUST, CLIFFORD ETUX 14
- 2 PAYER, W 14
- 3 READE TRUST, GRANT ETUX 12
- 4 GOEDEN, JOSEPHINE 10
- 5 PAULSEN, RALPH ETUX 13
- 6 BRASEL, ANTHONY ETUX 6
- 7 TACKLE, DAN ETAL 7
- 8 TACKLE, DAN 5

SECTION 11

- 1 JEN SEN TRUST, GARY ETUX 10
- 2 MERKMAN, DARYL 10
- 3 CONKLING, DANIEL 12

SECTION 12

- 1 KOPEITKA, JEFF ETUX 8
- 2 KABERNA TRUST, CAROL 8
- 3 DREESSEN, JOANNE 7

SECTION 13

- 1 BRADY TREE FARM & LANDSCAPE LLC 27
- 2 BRADY TRUST 8

SECTION 15

- 1 HARPER, JOHN ETUX 8

SECTION 16

- 1 ZOSS, IVAN ETUX 12
- 2 NATIONAL FIELD ARCHERY ASSN FOUNDATION 12

SECTION 24

- 1 COURTNEY, THOMAS 15

FINDINGS OF FACT – REZONE

Brady – REZ-2024-104

Are the requirements of Section 1723 met?	Yes
Are the requirements of Section 1729 met? (all fees paid at time of application)	Yes
Section 1805:	
1. All documents required for application for said request have been satisfactorily completed and all required fees have been paid in full.	Completed
2. The individual petitioner provides a completed amendment or change in zone request. Said request must clearly state: <ul style="list-style-type: none"> a. Special conditions and circumstances exist which require the land to be rezoned; b. The special conditions and circumstances do not result from the actions of the applicant; and c. The granting of the amendment or change in zoning will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structure, or buildings in the area. 	<p>Property is dual zoned. The rezone brings the lots into conformance and allows for best use of the property.</p> <p>Will not confer any special privilege to the applicant</p>
3. Notice of public hearing shall be given, as in Section 1803 (3-5).	Letters mailed 3-27-2024 Published 3-29-2024, 4-5-2024
4. The public hearing shall be held. Any party may appear in person or by agent or attorney.	Applicant was present
5. The Planning Commission shall make findings that the requirements of this Section have been met by the applicant for an amendment or change in zone, to include: <ul style="list-style-type: none"> a. The reasons set forth in the application justify a recommendation to approve the amendment or change in zone; 	Property is dual zoned. The rezone brings the lots into conformance and allows for best use of the property.
<ul style="list-style-type: none"> b. The amendment or change in zone will make possible the reasonable use of the land, building, or structure; 	Will make possible the reasonable use of the land
<ul style="list-style-type: none"> c. A recommendation to grant the amendment or change in zone will be in harmony with the general purpose and intent of this ordinance; and 	Is in harmony with the general purpose and intent of the ordinance

d. A recommendation of approval will not be injurious to the neighborhood, or otherwise detrimental to the public welfare as presented and testified to by the applicant.	Will not be injurious to the neighborhood
6. No petition for amendment or change in zone shall be recommended for approval unless the Planning Commission finds that the condition, situation or the intended use of the property concerned is unique, required, or necessary as to make reasonably practicable the amendment or change in zone.	The situation is unique as property is dual zoned.
7. Before any amendment or petition for rezoning is recommended for approval, the Planning Commission shall make written findings certifying compliance with: <ul style="list-style-type: none"> a. The Comprehensive Plan; b. Specific rules governing land uses; c. Zoning district regulations; and d. Satisfactory provision and arrangement has been made concerning the following, where applicable: 	Rezone is in compliance with the Comprehensive plan and all zoning regulations will be complied with
<ul style="list-style-type: none"> 1. Certification of compliance with all ordinances and regulations regarding licensing and zoning, health, plumbing, electrical, building, fire prevention, and all other applicable ordinances and regulations; 2. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe; 3. Off right-of-way parking and loading areas where required; with particular attention to the items in (A) above and the economic, noise, glare or odor effects of the amendment or rezone on adjoining properties and properties generally in the district; 4. Refuse and service areas, with particular reference to the items in (A) and (B) above; 5. Utilities, with reference to locations, availability, 	<p>In compliance</p> <p>Ingress/egress exists</p> <p>None required</p> <p>None required</p> <p>Utilities present</p>

<p>and compatibility;</p> <p>6. Screening and buffering with reference to type, dimensions, and character;</p> <p>7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect and compatibility and harmony with properties in the district;</p> <p>8. Required yards and other open spaces; and</p> <p>9. General compatibility with adjacent properties and other property in the district.</p>	<p>None required</p> <p>None required</p> <p>None required</p> <p>Is in general compatibility with adjacent properties</p>
<p>8. In recommending approval of any petition for amendment or change in zone, the Planning Commission may prescribe appropriate conditions and safeguards in conformity with this ordinance.</p>	<p>None prescribed</p> <p>Recommend approval Passed 6-0</p>

Variance, Conditional
Use and Rezoning
Application
REZ-2024-104
Applicant
Brooke Lancaster
Fees Paid
\$450.00
Created
February 6, 2024

Number
REZ-2024-
104

05.013.100.150 | Thomas Brady
1265 ANTLER DR, YANKTON,
SD, 57078
Submitted by blancaster on
2/6/2024



Applicant

Brooke Lancaster

16056609996

bhlancaster2015@gmail.com

Parcel search Completed On 2/6/2024 2:42 PM EST by Anonymous



Maxar Powered by Esri

ParcelID	Address	City	OwnerName	Acres
05.013.100.150	265 ANTLER DR	YANKTON	BRADY FAMILY PROTECTION TRUST (D)	7.920

Request Information Completed On 2/6/2024 2:45 PM EST by blancaster

Type of Request

Rezoning

Fee

\$450.00

Reason for Request

Properties are Dual zoned. Rezoning will allow best use of property

List Specific Hardships

Applicant Information

Are you the owner of the property?

Yes

Applicant Name

Thomas Brady

Applicant Address

265 Antler Drive

Applicant Phone

6056608285

Owner Information

Owner Name

Thomas Brady

Owner Address

265 Antler Drive

Owner Phone Number

6056608285

Property Information

Parcel ID Number

05.013.100.150

Legal Description

S2 LT 10 EXC N660' W400' EXC H-2

Site Address

265 ANTLE DR

City

YANKTON

Zip

57078

Section-Township-Range

13-93-55

Zoning District

DZ

Zoning Description

LD

Existing Use of Property

Site Plan Completed On 2/6/2024 2:48 PM EST by blancaster

Map - Mark the location of structures and other necessary information.

☒ Sketch Layer

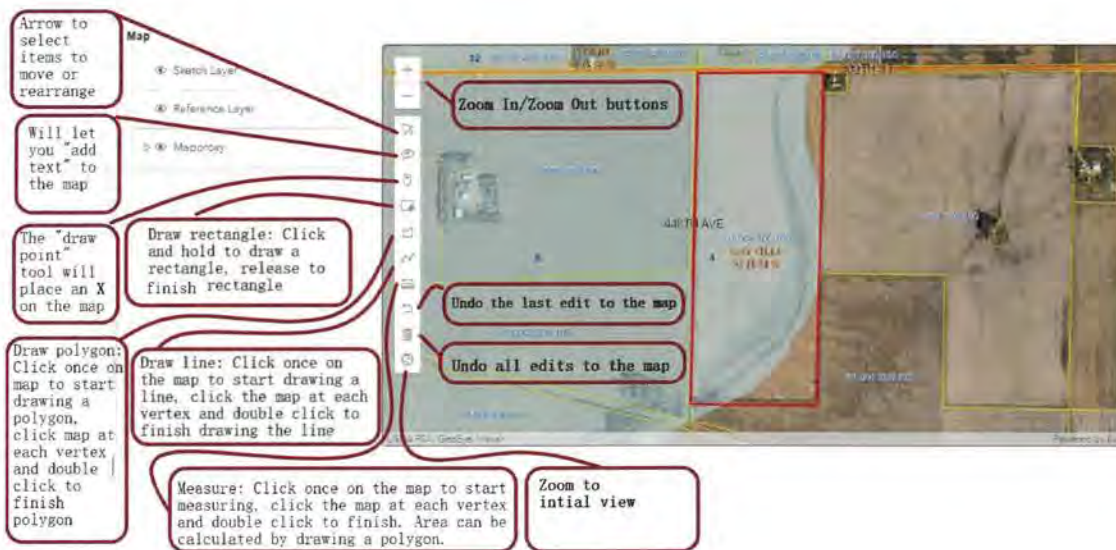
☒ Reference Layer

☒ Mapproxy



Describe the location and use of adjacent structures

Upload Site Plan and/or additional plans and documents



Draft Building Permit Completed On 2/6/2024 2:48 PM EST by blancaster

Upload Draft Building Permit

Submit Completed On 2/6/2024 2:48 PM EST by blancaster

A notification sign shall be posted on the property upon which action is pending at least seven (7) days prior to the hearing date. Such signs shall be placed along all the property's road frontage so as to be visible from the road. If a property does not have a road frontage, then such signs shall be placed upon the closest available right-of-way and upon the property. Said signs shall not be less than one hundred and eighty seven (187) square inches in size. It shall be unlawful for any person to remove, mutilate, destroy or change such posted notice prior to such hearings.

Please pick the sign up from the zoning office on or before eight (8) days prior to the meeting.

Applicant Agreement

Please check the box to confirm you have read and agree to the notices above.

Signature

[Handwritten Signature]

Date

2/6/2024

Application Submitted Successfully Completed On 2/6/2024 2:48 PM EST by blancaster

Your application has been submitted for review. Thank you.

Please click next at the bottom to continue. Thank you

Submittal Email Completed On 2/6/2024 2:48 PM EST by blancaster

RESEND EMAIL

Delivered on Tuesday, February 6, 2024 at 2:48 PM CST

Options

- Send to the applicant? Yes
- Send to members of the following roles:
- Zoning

Recipients

To:

andrea@co.yankton.sd.us

gary@co.yankton.sd.us

bill@co.yankton.sd.us

bhlancaster2015@gmail.com

Subject: REZ Request Submitted

A request has been submitted for review.

Number: 219206

Workflow: Variance, Conditional Use and Rezoning Application

Description: 05.013.100.150 | Thomas Brady | 265 ANTLER DR, YANKTON, SD, 57078

Created On: 2/6/2024

[View Application](#)

Planning Review Completed On 2/6/2024 3:00 PM EST by bconkling

Continue with application

Continue

Describe what the applicant is requesting

Applicant wishes to rezone three parcels that are dual zoned Low Density Residential and Rural Transitional to Low Density Residential. Parcels are 05.013.400.100, 05.013.100.125, 05.013.100.150

Planning Commission Code Reference

Other Planning Commission Code Reference ⓘ

1809

Board of Adjustment Code Reference

Other Board of Adjustment Code Reference ⓘ

2003

Please confirm the zoning provided by the applicant. If zoning is incorrect, please enter the correct zoning. It is this field that is printed on the final form to avoid applicant/system error. The correct zoning must be entered.

Zoning Classification ⓘ

LD/RT

Wave Fee

Notes ⓘ

Director Email Completed On 2/6/2024 3:00 PM EST by bconkling

[RESEND EMAIL](#)

Delivered on Tuesday, February 6, 2024 at 3:00 PM CST

Options

Send to the applicant? No
Send to members of the following roles:
Zoning Director

Recipients

To:

gary@co.yankton.sd.us

Subject: CUP, Variance, Rezone Application: Director Review Required

CUP, Variance, Rezone Application requires Zoning Director Final Review.

Number: 219206
Workflow: Variance, Conditional Use and Rezoning Application
Description: 05.013.100.150 | Thomas Brady | 265 ANTLER DR, YANKTON, SD, 57078
Created On: 2/6/2024

[View Application](#)

Director Approval Email Completed On 2/6/2024 3:00 PM EST by bconkling

[RESEND EMAIL](#)

Delivered on Tuesday, February 6, 2024 at 3:00 PM CST

Options

Send to the applicant? No
Send to members of the following roles:
Zoning Director

Recipients

To:

gary@co.yankton.sd.us

CC:

bill@co.yankton.sd.us

Subject: REZ Request Submitted

An approved REZ application has been submitted for Director review.

Number: 219206
Workflow: Variance, Conditional Use and Rezoning Application
Description: 05.013.100.150 | Thomas Brady | 265 ANTLER DR, YANKTON, SD, 57078
Created On: 2/6/2024

[View Application](#)

Director Review Completed On 2/6/2024 3:05 PM EST by gvetter

Zoning Director Review

Approve

Zoning Email Completed On 2/6/2024 3:05 PM EST by gvetter

[RESEND EMAIL](#)

Delivered on Tuesday, February 6, 2024 at 3:05 PM CST

Options

Send to the applicant? No
Send to members of the following roles:
Zoning

Recipients

To:

andrea@co.yankton.sd.us
gary@co.yankton.sd.us
bill@co.yankton.sd.us

Subject: REZ Has been reviewed by the Zoning Director

REZ has been approved by the Zoning Director and is ready to proceed.

Number: 219206
Workflow: Variance, Conditional Use and Rezoning Application
Description: 05.013.100.150 | Thomas Brady | 265 ANTLER DR, YANKTON, SD, 57078
Created On: 2/6/2024

[View Application](#)

Email to Pay Completed On 2/6/2024 3:05 PM EST by gvetter

[RESEND EMAIL](#)

Delivered on Tuesday, February 6, 2024 at 3:05 PM CST

Options

Send to the applicant? Yes
Send to members of the following roles:
Zoning

Recipients

To:

andrea@co.yankton.sd.us
gary@co.yankton.sd.us
bill@co.yankton.sd.us
bhlancaster2015@gmail.com

Subject: Payment Required

Your application has been received and payment is required. Once payment is received, we will proceed with the review process for your request. Please return to your application and make payment online.

Total Amount Due: \$450.00

If any information is incorrect, please let me know immediately.

Number: 219206
Workflow: Variance, Conditional Use and Rezoning Application
Description: 05.013.100.150 | Thomas Brady | 265 ANTLER DR, YANKTON, SD, 57078
Created On: 2/6/2024

[View Application](#)

Payment Completed On 2/6/2024 3:14 PM EST by bconkling

Fee Summary

Fee

\$450.00

Total Fees	\$450.00
Total Due	\$0.00

Payments Made

Payment Method	Paid On	Confirmation Number	Amount	
Check	February 6, 2024 3:14 PM	5920	\$450.00	VIEW RECEIPT
Total Paid: \$450.00				

Payment Made Email Completed On 2/6/2024 3:14 PM EST by bconkling

[RESEND EMAIL](#)

Delivered on Tuesday, February 6, 2024 at 3:14 PM CST

Options

- Send to the applicant? Yes
- Send to members of the following roles:
 - Zoning

Recipients

- To:
- pattyv@co.yankton.sd.us
 - andrea@co.yankton.sd.us
 - gary@co.yankton.sd.us
 - bill@co.yankton.sd.us
 - bhlancaster2015@gmail.com

Subject: A payment has been made

A payment has been made for a REZ request. Please log-in to the system to continue with the application process.

Amount Paid: \$450.00

Number: 219206

Workflow: Variance, Conditional Use and Rezoning Application

Description: 05.013.100.1 50 | Thomas Brady | 265 ANTLER DR, YANKTON, SD, 57078

Created On: 2/6/2024

[View Application](#)

PC Prep Completed On 2/6/2024 4:04 PM EST by bconkling

Planning Commission Meeting

Planning Commission Meeting Date and Time

March 12th 2024, 7:05 pm CDT

Letters to be mailed 10 days prior to the public meeting:

03/02/2024 7:05 PM

Additional instructions for PC email

Return the affidavit 8 days prior to the public meeting:

03/04/2024 7:05 PM

Place your zoning action sign 7 days prior to the public meeting:

03/05/2024 7:05 PM

Date to send email to applicant

02/26/2024

Upload PC Mailing Labels

[Brady Labels.pdf](#)

[Brady Labels 2.pdf](#)

Upload PC Affidavit of Mailing

[3 Mailing affidavit 1320.pdf](#)

Upload PC Notification Letter

[Brady RZ Notification Letter PC.pdf](#)

Upload PC Newspaper Publication

[Legals pc 3-12-2024.pdf](#)

Permit Number

REZ-2024-104

Receipt Number

PC App Form Completed On 2/6/2024 4:04 PM EST by bconkling

[PC App Form](#)

Schedule Email Completed On 2/6/2024 4:04 PM EST by bconkling

Scheduled for Monday, February 26, 2024 at 10:00 AM CST (Any application data entities are evaluated when the email is sent)

Options

Send to the applicant? Yes

Send to members of the following roles:

Zoning

Recipients

To:

Subject: Preparation for Planning Commission Meeting

Please see the attached Notification Letter, address labels, and affidavit of mailing.

First Notification Letters are to be mailed pursuant to Section 1803(4). This is required to be completed 10 days prior to public hearing, which is S{PCMailingDate}.

S{PCEmailInstructions}

Return the affidavit to me (email is fine) 8 days prior to the public meeting, by S{AffidavitReturnDate}

Place your zoning action sign 7 days prior to the public meeting, by S{PlaceSignDate}

If any information is incorrect, please let me know immediately.

External Notes

Documents

Internal Notes

Documents

Bill Conkling

From: bhlancaster2015@gmail.com
Sent: Friday, April 26, 2024 5:58 PM
To: Bill Conkling
Subject: Affidavit

Here you go . Please confirm receipt of this

Thanks

AFFIDAVIT OF MAILING

I, Brooke Lancaster, hereby certify that on the 26th day of April, 2024, I mailed by first class mail, postage prepaid, a true and correct copy of the Notice of Public Hearing to all owners of real property lying within a 1,320 feet radius of the proposed project to the most recent address of the recipient known to your Affiant.

A true and correct copy of the Notice of Public Hearing notification letters are attached as Exhibit #1 or #2.

A true and correct copy of the mailing list for owners of real property is attached as Exhibit #1A or #2A.

Dated the 26th day of April, 2024.

Brooke Lancaster
(Name)
Affiant

Subscribed and sworn to before me this 26th day of April, 2024.

[Signature]
Notary Public - South Dakota
My commission expires: 11/5/25

(SEAL)

TED LANCASTER
NOTARY PUBLIC
SOUTH DAKOTA

Brooke Lancaster

NOTIFICATION

April 22, 2024

Applicant:
Tom Brady
265 Antler Dr.
Yankton, SD 57078

Dear Yankton County Property Owner:

The Yankton County Zoning Ordinance requires written notification describing a specific action be sent to the owners of real property lying within 1320 feet of the property on which the below described action is proposed. The notice shall be given to each owner of record by depositing such notice in the United States Post Office not less than 10 days prior to the hearing date. Therefore, you are hereby notified. Please take a moment to review the notice of public hearing described below.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Commission, Yankton County, South Dakota, at 6:30 P.M. on the 7th day of May, 2024 and at 6:30 P.M. on the 21st day of May, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota.

Said hearing is to consider the following:

Applicant is requesting to rezone three parcels that are Dual Zoned Low Density Rural Residential District (LC) AND Rural Transitional District (RT) to Low Density Rural Residential District (LD) per Article 18 Section 1809 and Article 20 Section 2003. Said properties are legally described as the Lot A in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), AND The South one-half (S1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4), and the East Sixteen and one-half Feet (E16 ½') of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), AND The North Six Hundred Sixty Feet (N660') of the West Four Hundred Feet (W400') of the South Half (S1/2) of Government Lot Ten (10), All in Section 13, Township Ninety-three (93), Range Fifty-five (55), Yankton County, South Dakota. E-911 address for applicant is 265 Antler Drive, Yankton, South Dakota

The application may be reviewed at the Zoning Administrators office, Yankton County Government Center, 321 West Third St., Yankton, S.D. or online at the Yankton County Website.

Sincerely,
Tom Brady
Petitioner

BG FARMS TRUST (D)
1700 JOHN ST
YANKTON SD 57078

BIG BUCKS LLC (D)
2707 WEST 11 ST
YANKTON SD 57078

BRADY FAMILY PROTECTION TRUST (D)
265 ANTLE DR
YANKTON SD 57078

BRADY TREE FARM & LNDSCAPE LLC (I)
265 ANTLE DR
YANKTON SD 57078

CHRISTENSEN, DANIEL J (D)
44597 SD HWY 50
MISSION HILL SD 57046

DYBALL, DAVID C (D)
31733 BERGEN AVE
MECKLING SD 57069

GERAETS, GLENN G REV LIV TRST (D)
44591 SD HWY 50
YANKTON SD 57078

GIGGEE, MICHAEL A (D)
44629 SD HWY 50
MISSION HILL SD 57046

HEINE FARMS (D)
PO BOX 477
YANKTON SD 57078

HEINE FARMS SD LLC (D)
PO BOX 477
YANKTON SD 57078

KOSTER, GERALD FAMILY TRUST (D)
100 POISON OAK DR
YANKTON SD 57078

REICHERT, SHERI (D)
3017 FRANCIS ST
YANKTON SD 57078

SD DEPT OF TRANSPORTATION (D)
700 EAST BROADWAY AVE
PIERRE SD 57501

VARILEK, FRANCIS W (D)
44599 SD HWY 50
MISSION HILL SD 57046

BG FARMS TRUST (D)
1700 JOHN ST
YANKTON SD 57078

BRADY TREE FARM & LNDSCAPE LLC (I
265 ANTLE DR
YANKTON SD 57078

BRADY, TOM (D)
265 ANTLE DR
YANKTON SD 57078

DYBALL, DAVID C (D)
31733 BERGEN AVE
MECKLING SD 57069

FARM & RANCH COMPANY (M)
PO BOX 697
HARTINGTON NE 68739

GUTHMILLER HOLDINGS LLC (D)
224 WEST 3 ST
YANKTON SD 57078

HEINE FARMS (D)
PO BOX 477
YANKTON SD 57078

JOHNSON, DIANE V REV TRUST (D)
% FARM & RANCH COMPANY
PO BOX 697
HARTINGTON NE 68739

KOSTER, GERALD FAMILY TRUST (D)
100 POISON OAK DR
YANKTON SD 57078

KUDRNA, MICHAEL J (D)
44525 LANE RD
YANKTON SD 57078

LAHAISE, SUSAN L (D)
6331 13 ST NORTH
FARGO ND 58102

LEPP, DONALD LIVING TRUST (D)
101 POISON IVY LN
YANKTON SD 57078

PRAIRIE CREEK RANCH LLC (D)
4408 BROADWAY AVE
YANKTON SD 57078

SCHAECHER, TIM (D)
118 MULLIGAN DR
YANKTON SD 57078

WARD, JILL (D)
44517 LANE RD
YANKTON SD 57078

WESTRUM, AMY J (D)
44521 LANE RD
YANKTON SD 57078

AFFIDAVIT OF MAILING

I, Brooks Lancaster, hereby certify that on the 27
day of March, 2024, I mailed by first class mail, postage
prepaid, a true and correct copy of the Notice of Public Hearing
to all owners of real property lying within a 1,320 feet radius
of the proposed project to the most recent address of the
recipient known to your Affiant.

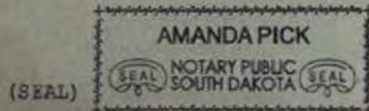
A true and correct copy of the Notice of Public Hearing
notification letters are attached as Exhibit #1 or #2.

A true and correct copy of the mailing list for owners of real
property is attached as Exhibit #1A or #2A.

Dated the 28 day of March, 2024.

Brooks Lancaster
(Name)
Affiant

Subscribed and sworn to before me this 28 day of
March, 2024.



Amanda Pick
Notary Public - South Dakota
My commission expires: 8-4-2029

NOTIFICATION

March 25, 2024

Applicant:
Tom Brady
265 Antler Dr.
Yankton, SD 57078

Dear Yankton County Property Owner:

The Yankton County Zoning Ordinance requires written notification describing a specific action be sent to the owners of real property lying within 1320 feet of the property on which the below described action is proposed. The notice shall be given to each owner of record by depositing such notice in the United States Post Office not less than 10 days prior to the hearing date. Therefore, you are hereby notified. Please take a moment to review the notice of public hearing described below.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, at 7:05 P.M. on the 9th day of April, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota.

Said hearing is to consider the following:

Applicant is requesting to rezone three parcels that are Dual Zoned Low Density Rural Residential District (LC) AND Rural Transitional District (RT) to Low Density Rural Residential District (LD) per Article 18 Section 1809 and Article 20 Section 2003. Said properties are legally described as the Lot A in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), AND The South one-half (S1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4), and the East Sixteen and one-half Feet (E16 1/2') of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), AND The North Six Hundred Sixty Feet (N660') of the West Four Hundred Feet (W400') of the South Half (S1/2) of Government Lot Ten (10), All in Section 13, Township Ninety-three (93), Range Fifty-five (55), Yankton County, South Dakota. E-911 address for applicant is 265 Antler Drive, Yankton, South Dakota

The application may be reviewed at the Zoning Administrators office, Yankton County Government Center, 321 West Third St., Yankton, S.D. or online at the Yankton County Website.

Sincerely,
Tom Brady
Petitioner

BG FARMS TRUST (D)
1700 JOHN ST
YANKTON SD 57078

BIG BUCKS LLC (D)
2707 WEST 11 ST
YANKTON SD 57078

BRADY FAMILY PROTECTION TRUST (D)
265 ANTLE DR
YANKTON SD 57078

BRADY TREE FARM & LNDSCAPE LLC (I)
265 ANTLE DR
YANKTON SD 57078

CHRISTENSEN, DANIEL J (D)
44597 SD HWY 50
MISSION HILL SD 57046

DYBALL, DAVID C (D)
31733 BERGEN AVE
MECKLING SD 57069

GERAETS, GLENN G REV LIV TRST (D)
44591 SD HWY 50
YANKTON SD 57078

GIGGEE, MICHAEL A (D)
44629 SD HWY 50
MISSION HILL SD 57046

HEINE FARMS (D)
PO BOX 477
YANKTON SD 57078

HEINE FARMS SD LLC (D)
PO BOX 477
YANKTON SD 57078

KOSTER, GERALD FAMILY TRUST (D)
100 POISON OAK DR
YANKTON SD 57078

REICHERT, SHERI (D)
3017 FRANCIS ST
YANKTON SD 57078

SD DEPT OF TRANSPORTATION (D)
700 EAST BROADWAY AVE
PIERRE SD 57501

VARILEK, FRANCIS W (D)
44599 SD HWY 50
MISSION HILL SD 57046

BG FARMS TRUST (D)
1700 JOHN ST
YANKTON SD 57078

BRADY TREE FARM & LNDSCAPE LLC (I
265 ANTLER DR
YANKTON SD 57078

BRADY, TOM (D)
265 ANTLER DR
YANKTON SD 57078

DYBALL, DAVID C (D)
31733 BERGEN AVE
MECKLING SD 57069

FARM & RANCH COMPANY (M)
PO BOX 697
HARTINGTON NE 68739

GUTHMILLER HOLDINGS LLC (D)
224 WEST 3 ST
YANKTON SD 57078

HEINE FARMS (D)
PO BOX 477
YANKTON SD 57078

JOHNSON, DIANE V REV TRUST (D)
% FARM & RANCH COMPANY
PO BOX 697
HARTINGTON NE 68739

KOSTER, GERALD FAMILY TRUST (D)
100 POISON OAK DR
YANKTON SD 57078

KUDRNA, MICHAEL J (D)
44525 LANE RD
YANKTON SD 57078

LAHAISE, SUSAN L (D)
6331 13 ST NORTH
FARGO ND 58102

LEPP, DONALD LIVING TRUST (D)
101 POISON IVY LN
YANKTON SD 57078

PRAIRIE CREEK RANCH LLC (D)
4408 BROADWAY AVE
YANKTON SD 57078

SCHAECHER, TIM (D)
118 MULLIGAN DR
YANKTON SD 57078

WARD, JILL (D)
44517 LANE RD
YANKTON SD 57078

WESTRUM, AMY J (D)
44521 LANE RD
YANKTON SD 57078

Yankton County,
South Dakota

Receipt

Paid by
Brooke Lancaster
bhlancaster2015@gmail.com

Payment number
Date paid
Payment method

5920
February 6, 2024 03:14 PM
Check

\$450.00 paid on February 6, 2024

Variance, Conditional Use and Rezoning Application
Application ID: REZ-2024-104

Description	Amount
Fee	\$450.00



PRESS & DAKOTAN

www.yankton.net/classifieds

CLASSIFIEDS

to place an ad call 605-665-7811 or email ads@yankton.net

1101 Announcements Events

2024 CITYWIDE RUMMAGE DATES

SPRING
MAY 3, 4, & 5

FALL
AUGUST 9, 10 & 11

1200 Cars

*All junk cars, pickups, vans, running or not WE BUY!

FREE PICKUP

McLean Auto Salvage
402-360-0756

Classifieds
665-7811

1990 Ford F150 four wheel drive pickup, Runs well, \$2,800, Call 605-661-1370.

Abandoned Vehicles: 2003 Ford Explorer VIN# 1FMEZU73K032A41468. Towed from 2411 E Hwy 50 Yankton, SD. Pro Auto, proof of ownership needed, tow fees & storage must be paid to get car back. 605-665-4122.

1250 Motorcycles

2007 Kawasaki Vulcan 900cc, black & silver, saddlebags, windshield, runs great, \$3,000. 402-649-2867.

1335 Other Employment

HELP WANTED
Cattle Feedyard in northeast Nebraska is currently looking for a payloader operator. We are a 25,000 head yard with a great benefits package. Stop by or call for more information. Dixon County Feedyard Allen, NE 402-635-2411.

HELP WANTED: Experienced shop mechanic for Dixon County Feedyard at Allen, NE. Self-motivation is necessary. Full time position with excellent benefits including company paid health insurance, 401k, paid vacation, holidays. Other optional benefits available as well. Dixon County Feedyard Allen, NE 402-635-2411.

Earn Up To \$15,000 This Summer!

Driving
In a Fun Working Environment at a Family Owned Business!

Gayville and/or Spink Locations
No experience or CDL is required to start work. Paid training to get certified. Competitive pay and lots of over-time opportunity. Must be 18 or older with a clean driving record and can pass a drug test.
Apply Today!
Part-time available too!
Contact Jimmy at:

1435 Carpentry

A Full-time Carpenter Available. Available for odd jobs. Free estimates. Lots of experience. Call Bob Edwards at 605-665-8651.

For All of Your Carpentry Needs: Custom Built Windows, Siding, Garages, Additions, Patios and More. Call Andrew Carpentry at 605-661-1190.

1450 Cleaning

J&H Cleaning currently has openings to clean your home, cabin, or business. Many years of experience, references available 402-841-9522.

www.yankton.net

1490 Lawn - Landscaping

FOR SALE - LAWN CARE BUSINESS
Established local lawn care business for sale. Call 605-660-8185.

H.O.M.E. MAINTENANCE
Lawn mowing, tree trimming, hedge and shrub trimming, garden tilling and more. Will haul away. 605-760-3520.

1530 Roofing - Siding

*** H & H ROOFING ***
(605) 857-1472
We install/repair Roofs of all kinds
FREE
Inspection/Estimates
Licensed/Bonded/Insured
Locally Owned & Operated in Yankton
Justin & Team have 20 Years Experience
References Available

1555 Dogs - Puppies

1yr old female Golden Retriever, spade, current shots, great with kids, \$400. 402-278-1416.

1600 Other Real Estate

EQUAL HOUSING OPPORTUNITY
All real estate advertised in this newspaper is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin, in the sale, rental or financing of housing or an intention to make any such preference, limitation or discrimination. Familial status includes children under the age of 18 living with parents or legal guardians, pregnant women and people securing custody of children under the age of 18. In addition, South Dakota State Law also prohibits discrimination based on ancestry and creed. This paper will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis. If you believe you have been discriminated against in connection with the sale, rental or financing of housing, please contact the U.S. Department of Housing and Urban Development, 400 Martin Luther King Blvd., S.W., Atlanta, GA 30334.

1605 Apartment For Rent

INDEPENDENT SENIOR LIVING
Senior Housing Available in Crofton, Nebraska. 2-Bedroom unit with garage. Includes in-unit laundry and appliances. For showing or questions contact Elsha or Jennifer at Cornerstone Associates 402-748-3661.

2010 Legal and Public Notices

2nd NOTICE OF ADOPTION

ORDINANCE NO. 24-ZN-02 ESTABLISHING PERMANENT ZONING REGULATIONS FOR YANKTON COUNTY, SOUTH DAKOTA, PROVIDING FOR THE ADMINISTRATION, ENFORCEMENT, AND AMENDMENTS THEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

Notice is hereby given that Ordinance No. 24-ZN-02 establishing permanent zoning regulations for Yankton County, South Dakota. Applicant is requesting to rezone a parcel from Moderate Density Residential District (MD) to Low Density Residential (LD) per article 18 Section 1809 and Article 20 Section 2003. Said property is legally described as Block Nine (9), Deer Run Subdivision located in the East Half of the Southwest Quarter (E1/2SW1/4) and the West Half of the Southwest Quarter (W1/2SE1/4), Section One (1), Township Ninety-three (93) North, Range Fifty-seven (57) West of the 5th P.M., Yankton County, South Dakota as per plat as recorded in Book S19, Page 125 E911 address is 43348 310th St, Yankton.

Yankton County is adopting this ordinance in order to protect the public health, safety, and general welfare. This ordinance was duly adopted by the County Commissioners on the 19th day of March, 2024 and will become effective on the 18th day of April, 2024.

First Reading: March 5, 2024

Second Reading: March 19, 2024

Publication Date: March 29, 2024 (Second Notice of Adoption)

Effective Date: April 18, 2024 (20 days after 2nd Notice of Adoption)

Dated this 19th day of March, 2024

John Marquardt, Yankton County Commission Chair

ATTEST:
Patty Hojem, Yankton County Auditor

Published once at the total approximate cost of \$24.96 and can be viewed free of charge at www.sd-publicnotices.com

Published March 29, 2024.

CLASSIFIEDS
605-665-7811

1650 Houses For Sale

Price Improved!

2010 Legal and Public Notices

NOTICE OF HEARING UPON APPLICATION FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, September 14, 2024, from The Center, 900 Whiting Drive.

NOTICE IS FURTHER GIVEN that a public hearing upon the application will be held on Monday, April 8, 2024 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota This 25th day of March, 2024.

Lisa Yardley
FINANCE OFFICER

Published once at the total approximate cost of \$13.76 and can be viewed free of charge at www.sd-publicnotices.com

Published March 29, 2024.

NOTICE OF HEARING UPON APPLICATION FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that two applications have been received by the Board of City Commissioners of the City of Yankton for the transfer of owner of a Retail (on-sale) Liquor and a Retail (on-off sale) Malt Beverage & SD Farm Wine License from Upper Deck Inc to MG Oil Company d/b/a Updeck, 315 Broadway Ave, Suites A & B.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, April 8, 2024 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota this 25th day of March, 2024.

Lisa Yardley
FINANCE OFFICER

Published once at the total approximate cost of \$14.24 and can be viewed free of charge at www.sd-publicnotices.com

Published March 29, 2024.

NOTICE OF HEARING UPON APPLICATION FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events Retail On-sale Liquor License for one day, May 25, 2024, from Boomer's, Inc., d/b/a

2010 Legal and Public Notices

Boomer's Lounge, 100 E. 3rd Street. Event location is the Meridian Venue, 101 E. 3rd Street.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, April 8, 2024 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota, this 25th day of March, 2024.

Lisa Yardley
FINANCE OFFICER

Published once at the total approximate cost of \$14.08 and can be viewed free of charge at www.sd-publicnotices.com

Published March 29, 2024.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Board of Adjustment, Yankton County, South Dakota, at 6:30 P.M. on the 2nd day of April, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota. Diane List is requesting a Conditional Use Permit to build a single family dwelling in a Rural Transitional Dis-

2010 Legal and Public Notices

tract per Article 18 Section 1805 and Article 19 Section 1905. Said property is legally described as The East Nine Hundred Fifty-three Feet (E953') of the East Half of the Southwest Quarter (E1/2SW1/4) lying South of the Highway, Section Four (4), Township Ninety-three (93), Range Fifty-six (56), Yankton County, South Dakota, less Highways and roads; E911 address is 4409 SD HWY 314, Yankton, South Dakota

Published twice at the total approximate cost of \$19.86 and can be viewed free of charge at www.sd-publicnotices.com

Published March 22 & 29, 2024.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, at 7:05 P.M. on the 9th day of April, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota. Tom Brady is requesting to rezone three parcels that are Dual Zoned Low Density Rural Residential District (LD) to Low Density Rural Residential District (LD) per Article 18 Section 1809 and Article 20 Section 2003. Said properties are legally described as the Lot A in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), AND The South one-half (S1/2) of the Northwest

CROSSWORD

By THOMAS JOSEPH

ACROSS 46 Corrupt

1 Steak-

house order

6 Pool floats

1 Pueblo

material

12 Set off

13 Synthetic

fiber

14 Leader

of the

Pussycats

15 Pot start

17 Mail unit

18 Crony

20 Himalayan

beast

22 Web

picture

format

23 Fanatical

26 Summon

up

28 High-

strung

29 Takes out

31 Director

Ang

32 Gonen's

father

33 Grazing

group

34 Producer's

nightmare

36 China

setting

38 Crew

member

40 Poet

Breton

43 Each

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45 Hardly

GAZA ARMANI
EDIT FEEDON
AUNT ACROSS
REFERRAL
ANN POLES
HINDS STARE
ODD MIA
ELECT LABEL
DELLA ERR
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HEARTH ISIS
ANGELO SCOT
TEETER TORO

Yesterday's answer

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21 Puts
tongue
34 Stew
23 Letter
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35 Valentine
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24 Manip-
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37 Uttered
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city



2010 Legal and Public Notices

Quarter (NW1/4) of the Northeast Quarter (NE1/4), and the East Sixteen and one-half Feet (E16 1/2) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), AND The North Six Hundred Sixty Feet (N660') of the West Four Hundred Feet (W400') of the South Half (S1/2) of Government Lot Ten (10), All in Section 13, Township Nineteen (19), Range Fifty-five (55), Yankton County, South Dakota. E-911 address for applicant is 265 Antler Drive, Yankton, South Dakota.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, at 7:10 P.M. on the 9th day of April, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota, Ryan List requesting to rezone a lot in a Low Density Rural Residential District (R1) to a Moderate Density Rural Residential District (R2) per Article 18 Section 1809 and Article 20 Section 2003. Said property is legally described as Paige Addition, in the E1/2 of the SW1/4 of Section 10, T93N, R56W of the 5th P.M., Yankton County, South Dakota.

Published twice at the total approximate cost of \$39.75 and can be viewed free of charge at www.sd-publicnotices.com

Published March 29 & April 5, 2024.

NOTICE OF TESTING AUTOMATIC TABULATING EQUIPMENT

Notice is hereby given that the automatic tabulating equipment will be tested to ascertain that it will correctly count the votes for all offices and measures that are to be cast at the City of Yankton Municipal Election held on the 9th day of April, 2024.

The test will be conducted on the 2nd day of April 2024, at 1:00 o'clock p.m. at the following location: Yankton County Auditor's Office.

Lisa Yardley, City of Yankton Finance Officer

Published once at the total approximate cost of \$9.44 and can be viewed free of charge at www.sd-publicnotices.com

Published March 29, 2024.

STATE OF SOUTH DAKOTA)
COUNTY OF YANKTON)
IN CIRCUIT COURT
FIRST JUDICIAL CIRCUIT

In the Matter of the Petition of

CRYSTAL ANN NELSON
(Current Name)

For a Change of Name to

CRYSTAL ANN MENSCH
(PROPOSED NAME)

66CIV-24-91

NOTICE OF HEARING FOR ADULT NAME CHANGE

NOTICE IS HEREBY GIVEN a Verified Petition for Adult Name Change has been filed by Crystal Ann Nelson to Crystal Ann Mensch. On the 23rd day of April, 2024, at the hour of 10:00 am said verified petition will be heard by this Court before the Honorable David Knoff Presiding, at the Court Room in the Yankton County Courthouse, City of Yankton, Yankton County, South Dakota, or as soon thereafter as is convenient for the court. Anyone may come and appear at that time and place and show reasons, if any, why said name should not be changed as requested. Dated this 4th day of March, 2024 at Yankton, South Dakota

Jessica Hall
Circuit Court Judge or Clerk of Court

ATTEST:
Jody Johnson
Clerk of Court
By: Nicholas Semmler
Deputy

Published four times at the total approximate cost of \$69.65 and can be

2010 Legal and Public Notices

owner's name from Melissa Kay Ann Pearson to Melissa Ann Amundson. On the 23rd day of April, 2024, at the hour of 10:00 am said verified petition will be heard by this Court before the Honorable David Knoff Presiding, at the Court Room in the Yankton County Courthouse, City of Yankton, Yankton County, South Dakota, or as soon thereafter as is convenient for the court. Anyone may come and appear at that time and place and show reasons, if any, why said name should not be changed as requested. Dated this 1st day of March, 2024 at Yankton, South Dakota

Jessica Hall
Circuit Court Judge or Clerk of Court

ATTEST:
Jody Johnson
Clerk of Court
By: Nicholas Semmler
Deputy

Published four times at the total approximate cost of \$70.74 and can be viewed free of charge at www.sd-publicnotices.com

Published March 8, 15, 22 & 29, 2024.

STATE OF SOUTH DAKOTA

COUNTY OF YANKTON

IN CIRCUIT COURT

FIRST JUDICIAL CIRCUIT

IN THE MATTER OF THE ESTATE

OF

CLARENCE M. VOGT, Deceased.

PRO. 24-000014

NOTICE TO CREDITORS

Notice is given that on the 22nd day of March 2024, Darcy Kleinschmidt, whose address is 2401 Valli Hi Road, Norfolk, NE 68701, was appointed as Personal Representative of the Estate of Clarence M. Vogt.

Creditors of Decedent must present their claims within four months after the date of the first publication of this notice or their claims may be barred.

Claims may be delivered or mailed to the Personal Representative or may be filed with the Clerk with a copy of the claim mailed to the Personal Representative.

J. Mallory K. Schulte
Mallory K. Schulte
BIRMINGHAM & CWACH LAW
OFFICES, PROF. LLC
202 W. 2nd Street
Yankton, SD 57078
605-260-1717
mallory@bcmwchlaw.com
Attorney for Personal Representative

Published three times at the total approximate cost of \$48.26 and can be viewed free of charge at www.sd-publicnotices.com

Published March 29, April 5 & 12, 2024.

Calls

From Page 1

mobile platform late last year, was heavily used prior to the March 8 shutdown of tablet-based phone calls, texting and photo messaging.

A press release posted to the agency's website two weeks after that date said that tablet communications had been suspended indefinitely pending the completion of an investigation. The release offered no details about the nature of the investigation, and the DOC has declined to offer further details on its nature.

Inmates were still able to place calls using wall phones, the DOC noted said.

The sudden change, as well as a lack of communication about it, has frustrated inmates and their family members across state prison facilities in Sioux Falls, Yankton, Pierre, Springfield and Rapid City. Inmates have complained of wait times for phones, and about the loss of the tablets' 1-hour phone call limit — 40 more minutes than they're allowed on wall phones.

Law

From Page 1

Press & Dakotan that though SB 203 adds to the list of authorized individuals who may carry a firearm on school premises, the school district only extends that privilege to its school resource officers (SRO).

"This bill allows for schools to provide school policy to define more specifically who may carry a firearm on school premises," he said.

"We want our schools to be safe for our students and staff for which we have made significant and important investments," he said. "We will make sure our school policy only allows for our school resource officers and law enforcement to be authorized to carry a firearm on school premises."

The Yankton School District has two SROs, both of whom are fully certified police officers who receive the same training that all Yankton Police Department (YPD) patrol and investigation officers receive, YPD Chief Jason Foote told the Press & Dakotan.

"As a department, we train at least once a year on active threat response," he said. "This training is conducted with every officer to make sure we are all able to respond effectively as a group or alone."

Also, like Yankton's police officers, the school district's SROs train with their weapons as often as possible each year, Foote said.

"We are required to, at a minimum, shoot a state qualification once a year," he said. "The Yankton Police Department plans quarterly shoots and attempts to do them every year. They include a cold-weather shoot, night shoot, stress shoot and a qualification shoot."

Also, one of the SROs is a member of the YPD's Special

Response Team, which allows him to get more time on the firing range, Foote said.

SB 203 passed the state Senate last month by a 31-3 margin, and a week later, it passed the House 62-8.

District 18 Rep. Mike Stevens voted against the bill for several reasons, he told the Press & Dakotan.

"In 2013, I voted for the sentinel bill which allows schools to provide firearm training to their staff if they desire," he said. "This bill (SB 203) assumes and implies that our schools are not doing enough to protect our students. That is not true, and it is offensive to think otherwise."

Student safety is the Yankton School District's top priority, said Stevens, a former Yankton School Board member. He referenced the safety vestibules at the entrance of each school that prevent anyone from entering the facilities without permission. All other entrances to the schools are locked, he said.

"Our schools also have video surveillance in parts of our campuses, and students are trained on lock-down procedures," Stevens said. "Our schools already have armed resource officers on duty to protect students."

Lastly, YSD administrators and the school board often attend school-safety seminars in search of additional ways to protect students, he said.

"A vote against SB 203 was not a vote against the Second Amendment," Stevens said, adding that he is a member of the National Rifle Association (NRA). "My vote against this bill was based upon common sense. We didn't need another law for something that our schools are already handling very well."



Kindle



Foote

them died, and so he came back with this bill as sort of a last-ditch effort to try to get something in the school system," she told the Press & Dakotan. "When it was presented in the Senate and discussed, it was said that there had been a request out there, that there were schools that were asking for this."

Also, the debate touched on the fact that if SB 203 were passed, final decision-making authority regarding firearms in the schools would be left to school officials, Hunhoff said.

Since the options presented in SB 203 did not mandate anything to the schools, offered flexibility to school districts and left ultimate control with school districts, Hunhoff said, at the time, she supported it.

"Never in the discussion that we had on the Senate floor was (it mentioned) that the school boards already had the authority to do this and that this was not going to change anything," she said. "After the vote, I learned that the school board always had the authority."

Had that come up in the Senate discussion, Hunhoff said she would have voted against the bill because it did not add anything to the legislation that was already in place.

"In the Yankton School District we are very fortunate," Kindle said. "We have school resource officers along with a great deal of respect, trust and confidence in all of our local law enforcement, to provide school safety."

Severe Weather Brings Danger Of Downed Power Lines

COLUMBUS, Neb. — During Severe Weather Awareness Week, Nebraska Public Power District (NPPD) wants to remind customers to be vigilant of downed power lines.

Severe storms with tornadoes, high winds, or ice can damage power poles and power lines, leaving them broken or lying on the ground.

"Nebraskans are used to seeing severe storms this time of year, but when those storms hit, it's important to remember the dangers downed power lines pose," said NPPD Vice President of Energy Delivery Scott Walz. "If someone comes upon a damaged power line laying across the ground, a vehicle, or some other area, it's important they stay away. The line, or the ground around the line, could be charged with electricity and getting too close could result in serious or fatal injury."

If an individual notices a damaged power line during a storm, they should call 911 or their local utility, who will dispatch professionals to de-energize and safely repair the line.

If you are in a car and a power line or power pole has fallen on it, stay in the car until utility personnel arrive on the scene. If remaining in the car is not an option due to a fire or other unsafe conditions jump clear of the vehicle so that you land upright with your feet reaching the ground at the same time, and then shuffle away from the area.

Safety tips and precautions during a power outage can be found at Electrical Safety (nppd.com).

trauma of having their loved one go missing without a trace.

"This day respects and honors their grief," the bill reads.

Oct. 17 coincides with the same date in 2000 when Gina Bos went missing after leaving an open mic night at Duggan's Pub in downtown Lincoln. She hasn't been seen since.

The bill also included provisions from State Sen. Terrell McKinney of Omaha to recognize May 19, the birthday of the Omaha-born human rights leader Malcolm X, as El-Hajj Malik El-Shabazz, Malcolm X Day.

McKinney had pushed for a state holiday, while the alternative measure calls for suitable exercises in schools in recognition of the Nebraska Hall of Fame inductee and "his contributions to the betterment of society." LB 1102 passed 42-0.

Nebraska Examiner is part of States Newsroom, a nonprofit news network supported by grants and a coalition of donors as a 501(c)(3) public charity. Nebraska Examiner maintains editorial independence. Contact Editor Cate Folsom for questions: info@nebraskae Examiner.com. Follow Nebraska Examiner on Facebook and Twitter.

payouts didn't actually drop. Instead, he said, the method of calculating payments changed in that time frame.

"ViaPath paid a lump sum payment of \$288,057.20 for the difference in those months," Winder said. "That payment is not included in the cost recovery reports we sent because those are monthly totals."

Adding the lump sum payment to the monthly payments puts the total for known communication service commissions for the past three years at \$1,252,812.

Winder did not immediately respond to a follow-up question on any other additional commission revenue that may have been collected since February 2021.

South Dakota Searchlight is part of States Newsroom, a nonprofit news network supported by grants and a coalition of donors as a 501(c)(3) public charity. South Dakota Searchlight maintains editorial independence. Contact Editor Seth Tupper for questions: info@southdakotasearchlight.com. Follow South Dakota Searchlight on Facebook and Twitter.

child labor laws. LB 906 passed 45-0.

BREAST PUMPS AND LACTATION VISITS

LB 1215, a package of bills from the Health and Human Services Committee, included provisions from State Sen. Jen Day of Omaha seeking to expand coverage for Nebraska mothers or children covered under the medical assistance program.

No later than Jan. 1, 2025, the Nebraska Department of Health and Human Services must provide coverage for personal breast pumps beginning at whichever is earlier: 36 weeks gestation or the child's date of birth.

The department would also need to provide coverage for a minimum of 10 lactation consultation visits.

LB 1215 passed 45-0.

HONORARY RECOGNITION DAYS

Nebraska will have two more official days of recognition, with one taking effect in October while the second will be recognized for the first time in May 2025.

LB 1102 from State Sen. Danielle Conrad of Lincoln establishes Oct. 17 as Nebraska Missing Persons Day, which the bill states is not only for the missing people, "but also for their families and friends who deal with the

Nebraska

From Page 5

before an operator may be pulled over. Violations are a \$250 fine and a traffic infraction. LB 1004 passed 39-4 and includes an "emergency clause," meaning should Pilen approve it, it would take effect the next day.

CHILD LABOR VIOLATIONS

LB 906 from State Sen. Merv Riepe of Ralston increases the penalty for child labor violations from a Class I misdemeanor (up to six months imprisonment or a \$1,000 fine, or both) to a Class I misdemeanor (up to one year imprisonment or a \$1,000 fine, or both).

Riepe's bill would broadly authorize the Nebraska Department of Labor and any agent, employee or attendance officer to visit places of employment to ensure no children younger than 16 are working contrary to state law.

The commissioner of labor would be authorized to subpoena records from any employer suspected of violating the state's

"The tension is rising due to the lack of phones in here," inmate Wesley Jarabek told Searchlight last week.

SURGE IN TEXT, PHOTO MESSAGING FOLLOWS TABLET UPDATE

Pre-paid phone calls currently return an 18.7% commission for the state.

Commission rates are far higher for tablet-based text messages and emails, netting the state 50% of the proceeds. Inmates pay 12 cents per photo or text to family and friends outside the walls. Family members and friends pay 25 cents per message.

The lion's share of the \$1.25 million the DOC collected between February 2021 and last month came from prepaid phone calls. But text and photo messaging payments skyrocketed after the tablet and messaging platform updates took effect last year.

November is the first month for which tablet-specific data are listed in the commission report, which was provided on Monday by DOC spokesman Michael Winder. In prior months, revenue from emails and photo messages sent over the previous platform were lumped in with monthly phone revenue

reports, Winder said.

By November, all inmates and families were able to communicate using a mobile app called "Getting Out" that works much like regular smartphone-based messaging.

By January, 412,343 messages — more than 13,000 per day — were exchanged between inmates and those on the outside, according to the DOC's commission data. That's an average of about four messages per inmate per day. The DOC collected \$37,758 in commission that month from tablets, according to the commission data.

That same month, the agency collected \$26,662 in prepaid phone revenue.

The report includes monthly payouts from February 2021 through last month, which added up to a total of \$964,755.28.

There was a period of time when monthly payments appeared to drop suddenly and significantly, from November 2021 through March 2023. Monthly payouts had totaled \$30,000 or more in the months leading up to November 2021, but fell to around \$11,000 or so each month until March 2023.

Winder, the DOC spokesman, said via email on Wednesday afternoon that the

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Any interested person may file a comment on the application with the Chief Engineer. The comment shall be filed on a form provided by the Chief Engineer and is available online at <https://davr.sd.gov/public> or by calling (605) 773-3352 or writing the Chief Engineer at the address provided above. Filing a comment does not make the commenter a party of record or a participant in any hearing that may be held. Any comment must be filed by April 15, 2024.

If the applicant does not contest the recommendation of the Chief Engineer and no petition to oppose the application is received, the Chief Engineer shall act on the application pursuant to no hearing held before the Water Management Board. If a petitioner opposing the application or contesting the recommendation is filed, then a hearing will be scheduled, and the Water Management Board will consider this application. Notice of the hearing will be given to the applicant and any person filing a petition.

Published once at the total approximate cost of \$40.32 and can be viewed free of charge at www.sd-publicnotices.com

Published April 5, 2024.

NOTICE OF APPLICATION NO. 8828-3 to Appropriate Water

Notice is given that Robert P. Walsh, 47884 County Rd 1B, Elk Point SD 57025 has filed an application for a water permit to appropriate 3.56 cubic feet of water per second from two wells, one existing Dakota Aquifer well, and a proposed well to be completed into the Dakota Aquifer (approximately 494 feet deep) located in the SE 1/4 NE 1/4 Section 7 (proposed well) and SE 1/4 NW 1/4 Section 8 (existing well) for irrigation of 352 acres located in the E 1/2 E 1/2, W 1/2 SE 1/4, SW 1/4 NE 1/4 Section 7, W 1/2 Section 8, all in T95N, R51W. This site is located approximately 4 miles southeast of Centerville SD.

Pursuant to SDCL 46-2A-2, the Chief Engineer recommends APPROVAL of Application No. 8828-3 with qualifications because 1) unappropriated water is available, 2) existing domestic water uses and water rights will not be unlawfully impaired, 3) it is a beneficial use of water, and 4) it is in the public interest as it pertains to matters within the regulatory authority of the Water Management Board. The Chief Engineer's recommendation with qualifications, the application, and staff report are available at <https://davr.sd.gov/public> or contact Ron Duvall for this information, or other information, at the Water Rights Program address provided below.

Any person interested in opposing this application or recommendation shall allege that the application, upon approval, will cause injury to the person that is unique from any injury suffered by the public in general. The injury must concern a matter either within the regulatory authority found in SDCL 46-2A-9 for approval or denial of the application, or other matter concerning an application within the regulatory authority of the board to act upon as defined by SDCL 46-2A-9 and 46-2-11, or both. Any person meeting the petitioner requirements and wishing to be a party of record in a contested case hearing shall file a written petition to oppose the application with BOTH the applicant and Chief Engineer. A petition opposing the application shall be filed on a form provided by the Chief Engineer. The petition form is available online at <https://davr.sd.gov/public> or by contacting the Chief Engineer. The Chief Engineer's address is "Water Rights Program, Foss Building, 523 E Capitol, Pierre SD 57501" or call (605) 773-3352. The applicant's mailing address is given above. If contesting the Chief Engineer's recommendation, the applicant shall also file a petition. A petition filed by either an interested person or the applicant must be filed by April 15, 2024.

The petition shall include a statement describing the unique injury upon approval of the application on the petitioner, the petitioner's reasons for opposing the application, and the name and mailing address of the petitioner or the petitioner's legal counsel, if legal counsel is obtained.

Any interested person may file a

2010 Legal and Public Notices

the applicant and any person filing a petition.

Published once at the total approximate cost of \$40.96 and can be viewed free of charge at www.sd-publicnotices.com

Published April 5, 2024.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, at 7:05 P.M. on the 9th day of April, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota. Tom Brady is requesting to rezone three parcels that are Dual Zoned Low Density Rural Residential District (LDR) and Rural Transitional District (RT) to Low Density Rural Residential District (LDR) per Article 18 Section 1809 and Article 20 Section 2003. Said properties are legally described as the Lot A in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), AND The South one-half (S1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4), and the East Sixteen and one-half Feet (E16 1/2) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), AND The North Six Hundred Sixty Feet (N660') of the West Four Hundred Feet (W400') of the South Half (S1/2) of Government Lot Ten (10), All in Section 13, Township Ninety-three (93N), Range Fifty-five (55E), Yankton County, South Dakota. E-mail address for applicant is 265 Antler Drive, Yankton, South Dakota.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, at 7:10 P.M. on the 9th day of April, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota. Ryan List is requesting to rezone a lot in a Low Density Rural Residential District (LR) to a Moderate Density Rural Residential District (R2) per Article 18 Section 1809 and Article 20 Section 2003. Said property is legally described as Paige Addition, in the E1/2 of the SW1/4 of Section 10, T93N, R56W of the 5th P.M., Yankton County, South Dakota.

Published twice at the total approximate cost of \$39.75 and can be viewed free of charge at www.sd-publicnotices.com

Published March 29 & April 5, 2024.

STATE OF SOUTH DAKOTA**COUNTY OF YANKTON****IN CIRCUIT COURT****FIRST JUDICIAL CIRCUIT****IN THE MATTER OF THE ESTATE****OF**

CLARENCE M. VOGT, Deceased.

PRO 24-000014

NOTICE TO CREDITORS

Notice is given that on the 22nd day of March, 2024, Darcy Kleinschmidt, whose address is 2401 Valli Hill Road, Norfolk, NE 68701, was appointed as Personal Representative of the Estate of Clarence M. Vogt.

Creditors of Decedent must present their claims within four months after the date of the first publication of this notice or their claims may be barred.

Claims may be delivered or mailed to the Personal Representative or may be filed with the Clerk with a copy of the claim mailed to the Personal Representative.

By Mallory K. Schulte
Mallory K. Schulte
BIRMINGHAM & CWACH LAW
OFFICES, P.C. LLC
202 W. 2nd Street
Yankton, SD 57408
605-260-4747
mallory@birmcwalaw.com
Attorney for Personal Representative

Biden Warns Netanyahu About Future US Support

BY AAMER MADHANI
AND ZEKE MILLER
Associated Press

WASHINGTON — President Joe Biden issued a stark warning to Israeli Prime Minister Benjamin Netanyahu on Thursday that future U.S. support for Israel's Gaza war depends on the swift implementation of new steps to protect civilians and aid workers. Biden and Netanyahu's roughly 30-minute call just days after Israeli airstrikes killed seven food aid workers in Gaza added a new layer of complication to the leaders' increasingly strained relationship. Biden's message marks a sharp change in his administration's steadfast support for Israel's war efforts, with the U.S. leader for the first time threatening to rethink his backing if Israel doesn't change its tactics and allow much more humanitarian aid into Gaza.

The White House would not specify what could change about U.S. policy, but it could include altering military sales to Israel and America's diplomatic backup on the world stage. Netanyahu's office said early Friday that his Security Cabinet has approved a series of "immediate steps" to increase the flow of humanitarian aid into Gaza, including the reopening of a key crossing that was destroyed in the Oct. 7 Hamas attack.



Biden



Netanyahu

Administration officials had said before that announcement that the U.S. would assess whether the Israeli moves go far enough.

Biden made clear he needed for Israel to announce and implement a series of specific, concrete, and measurable steps to address civilian harm, humanitarian suffering, and the safety of aid workers, the White House said in a statement following the leaders' call. "He made clear that U.S. policy with respect to Gaza will be determined by our assessment of Israel's immediate action on these steps."

Biden also told Netanyahu that reaching an "immediate ceasefire" in exchange for the estimated 100 hostages that are still being held in Gaza was "essential" and urged Israel to reach such an accord "without delay," according to the White House. Administration officials described the conversation as "direct" and "honest."

will be held between Roy Hull and Sheldon Lee for a three-year term.

- **GAYVILLE VOLIN:** No school board election, as incumbent Stacy Barta filed unopposed for the one vacant position.
- **IRENE:** The city will not hold an election this year.
- **LESTERVILLE:** No city election as no certificates of nomination were filed for the vacancies. Appointments will be made for the three positions: one trustee each for a 3-year term, 2-year term and 1-year term.
- **MARION:** For school board, voters will fill two vacancies from among a four-candidate field that includes incumbents Scott Tieszen and Jared Schmidt and challengers Kyle Gossen and Dave Pankratz.
- **MENNO:** The school district will not hold an election, as newcomer Jackie Vailh filed unopposed for the 3-year term.

No city election this year, as three incumbents filed unopposed for re-election: Darrell Mehlhaff for a two-year term as mayor; Jerry Fischer for a two-year term from Ward II; and George for a two-year term from Ward III.

In Ward III, Amber Cross filed a petition for the one-year term now held by incumbent John Huber, who did not file a petition.

In Ward I, a vacancy exists because incumbent Scott Simonsen didn't file a petition for another term.

• **MISSION HILL:** In the city election, Jess Trapp filed unopposed for another three-year term on the board of trustees.

• **SCOTLAND:** In the city election, the Ward I race for a two-year term pits incumbent Dennis Bietz and challenger Kelli King.

• **SPRINGFIELD:** No city election as the following candidates filed uncontested: Mayor, Scott Kostal for a two-year term; and Ward I, Steve Mueller; Ward II, Kaitlyn Burch; and Ward III, Cheryl Ludens, all for two-year terms.

One vacancy remains in Ward I for a one-year term.

• **TABOR:** In the city election, Jerry Silbral, Linda Bares and Laverne Schieller are running for the 3-year term on the board of trustees.

• **TRIPP:** No city election, as Cody Fischer filed unopposed for Ward II alderman for a two-year term.

• **TRIPP-DELMONT:** The school board has two new

No Labels Won't Run A 3rd-Party Campaign

NEW YORK (AP) — The No Labels group said Thursday it will not field a presidential candidate in November after strategists for the bipartisan organization failed to attract a high-profile centrist willing to seize on the widespread dissatisfaction with President Joe Biden and Donald Trump.

"No Labels has always said we would only offer our ballot line to a ticket if we could identify candidates with a credible path to winning the White House," Nancy Jacobson, the group's CEO, said in a statement sent out to allies. "No such candidates emerged, so the responsible course of action is for us to stand down."

The unexpected announcement further cements the general election matchup between the two unpopular major party candidates, Biden and Trump, leaving anti-vaccine activist Robert F. Kennedy Jr. as the only prominent outsider still seeking the presidency. Kennedy said this week that he had collected enough signatures to qualify for the fall ballot in five states.

No Labels' decision, which comes just days after the death of founding chairman Joe Lieberman, caps months of discussions during which the group raised tens of millions of dollars from a donor list it has kept secret. It was cheered by relieved Democrats who have long feared that a No Labels' ticket would fracture Biden's coalition and help Trump, the presumptive Republican nominee.

The *Wall Street Journal* first reported No Labels' decision.

Judge Rejects Trump Request For Dismissal

WASHINGTON (AP) — A federal judge refused Thursday to throw out the classified documents prosecution against Donald Trump, turning aside defense arguments that a decades-old law permitted the former president to retain the sensitive records after he left office.

Lawyers for Trump had cited a 1978 statute known as the Presidential Records Act in demanding that the case, one of four against the presumptive Republican nominee, be tossed out before trial. That law requires presidents upon leaving office to turn over presidential records to the federal government but permits them to retain purely personal papers.

Prosecutors on special counsel Jack Smith's team countered that that law had no relevance to a case concerning the mishandling of classified documents and said the records Trump is alleged to have hoarded at his Mar-a-Lago estate were unquestionably presidential records, not personal files, and therefore had to be returned to the government when Trump left the White House in January 2021.

U.S. District Judge Aileen Cannon, who heard arguments on the matter last month, permitted the case to proceed in a three-page order that rejected the Trump team claims. She wrote that the 40-count indictment against Trump makes "no reference to the Presidential Records Act" nor does it "rely on that statute for purposes of stating an offense."

The ruling by represents a modest win for Smith's team, which has been trying to push the prosecution forward to trial this year while also expressing growing frustration, including earlier this week, with Cannon's oversight of the case. Other Trump motions to dismiss the indictment remain unresolved by the judge, the trial date is in flux, and additional legal disputes have slowed the progress of the case.

Trump: Israel Must Get Gaza War Over 'Fast'

NEW YORK (AP) — Former President Donald Trump offered a tough message to Israel over its war against Hamas on Thursday, urging the country to: "Get it over with."

In an interview with conservative radio host Hugh Hewitt, Trump said that Israel is "absolutely losing the PR war" and called for a swift resolution to the bloodshed.

"Get it over with and let's get back to peace and stop killing people. And that's a very simple statement," Trump said. "They have to get it done. Get it over with and get it over with fast because we have to — you have to get back to normalcy and peace."

The presumptive GOP nominee, who has criticized President Joe Biden for being insufficiently supportive of Israel, also appeared to question the tactics of the Israeli military as the civilian death toll in Gaza continues to mount. Since Hamas militants attacked Israel on Oct. 7, Israel's military has battered the territory, killing more than 30,000 Palestinians, according to the Gaza Health Ministry, and creating a humanitarian catastrophe.

"I'm not sure that I'm loving the way they're doing it, because you've got to have victory. You have to have a victory, and it's taking a long time," Trump said.

UK Jurists Call To Stop Arms Sales To Israel

LONDON (AP) — More than 600 British jurists, including three retired judges from the U.K. Supreme Court, are calling on the government to suspend arms sales to Israel, piling pressure on Prime Minister Rishi Sunak after the deaths of three U.K. aid workers in an Israeli strike.

Britain is just one of a number of Israel's longstanding allies whose governments are under growing pressure to halt weapons exports because of the toll of the six-month-old war in Gaza.

In an open letter to Sunak published late Wednesday, the lawyers and judges said the U.K. could be complicit in "grave breaches of international law" if it continues to ship weapons.

Signatories, including former Supreme Court President Brenda Hale, said Britain is legally obliged to heed the International Court of Justice's conclusion that there is a "plausible risk of genocide" in Gaza.

The letter said the "sale of weapons and weapons systems to Israel ... falls significantly short of your government's obligations under international law."

Heavy, Wet Snow Bears Down On Northeast

NEW YORK (AP) — A major spring storm brought heavy snow, rain and high winds to the Northeast into Thursday, downing trees and power lines and leaving nearly 700,000 homes and businesses without power at some point. A woman was reported killed by a falling tree in a New York City suburb.

Two feet of snow is possible in parts of northern New England by Thursday evening, with wind gusts of 30 to 60 mph (80 to 97 kph) in coastal areas as well as inland, according to the National Weather Service.

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and be heard.

Dated at Yankton, South Dakota
This 22nd day of April, 2024.Lisa Yardley
FINANCE OFFICER

Published once at the total approximate cost of \$13.76 and can be viewed free of charge at www.sd-publicnotice.com

Published April 26, 2024.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Commission, Yankton County, South Dakota, at 6:30 P.M. on the 7th day of May, 2024 and at 6:30 P.M. on the 21st day of May, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota. Tom Brady is requesting to rezone three parcels that are Dual Zoned Low Density Rural Residential District (LC) AND Rural Transitional District (RT) to Low Density Rural Residential District (LD) per Article 18 Section 1809 and Article 20 Section 2003. Said properties are legally described as the Lot A in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), AND The South one-half (S1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4), and the East Sixteen and one-half Feet (E16 1/2) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), AND The North Six Hundred Fifty Feet (N650') of the West Four Hundred Feet (W400') of the South Half (S1/2) of Government Lot Ten (10), All in Section 13, Township Ninety-three (93), Range Fifty-five (55), Yankton County, South Dakota. E-911 address for applicant is 265 Antler Drive, Yankton, South Dakota.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Commission, Yankton County, South Dakota, at 6:35 P.M. on the 7th day of May, 2024 and at 6:35 P.M. on the 21st day of May, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota. Ryan List is requesting to rezone a lot in a Low Density Rural Residential District (R1) to a Moderate Density Rural Residential District (R2) per Article 18 Section 1809 and Article 20 Section 2003. Said property is legally described as Paige Addition, in the E1/2 of the SW1/4 of Section 10, T93N, R56W of the 5th P.M., Yankton County, South Dakota.

Published twice at the total approximate cost of \$40.32 and can be viewed free of charge at www.sd-publicnotice.com

Published April 26 & May 3, 2024.

NOTICE TO PROPERTY OWNERS

Notice is hereby given that the Yankton Board of City Commissioners will meet on Monday the 13th day of May, 2024, at 7:00 P.M. in the City of Yankton Community Meeting Room, located at the Career Manufacturing Technical Education Academy, Room 114, 1200 West 21st Street, Yankton, South Dakota, to consider the approval of the Special Assessment Roll filed the 1st day of April 2024.

Said special assessments are being levied for Nuisance Abatement.

Said Special Assessment Rolls are open for public inspection at the office of the City Finance Officer, City Hall, 416 Walnut, Yankton, South Dakota, and is referred to for further particulars.

This notice is given pursuant to SDCL 9-43-90.

Lisa Yardley
Finance Officer
City of Yankton

Published once at the total approximate cost of \$12.80 and can be viewed free of charge at www.sd-publicnotice.com

Published April 26, 2024.

STATE OF SOUTH DAKOTA
COUNTY OF YANKTON

2010 Legal and Public Notices

101 West 2nd Street
Yankton, SD 57073
(605) 665-9495Jody Johnson
Clerk of Courts
PO Box 155
Yankton, SD 57078Gary M. Wiestler
89420 564th Avenue
St. Helena, NE 68774

Published three times at the total approximate cost of \$49.10 and can be viewed free of charge at www.sd-publicnotice.com

Published April 19, 26 & May 3, 2024.

STATE OF SOUTH DAKOTA

COUNTY OF YANKTON

IN CIRCUIT COURT

FIRST JUDICIAL CIRCUIT

The People of the State of South Dakota in the Interest of,

B.A. (DOB) 06/24/2023

Child, and concerning

SARA ADDENGAST (DOB

02/25/1999

AND

TANNER LYCAN (DOB)

09/11/1998

Respondent(s).

661U/23-000041

SUMMONS

ABUSE OR NEGLECT

TO THE PARENT, GUARDIANS, OR OTHER RESPONDENTS ABOVE-NAMED, GREETINGS: YOU ARE HEREBY NOTIFIED that a verified Amended Petition has been filed in the above-named Court in which it is represented to the Court that the minor child is ABUSED OR NEGLECTED. YOU ARE HEREBY NOTIFIED that the permanent termination of your parental/custodial rights is a possible disposition under these proceedings and that you and the child have a right to an attorney at all stages of the proceedings. YOU ARE HEREBY NOTIFIED that the Court has set a Review Hearing on B.A., the 8th day of May, 2024 at the hour of 2:30 p.m. and a Disposition Hearing on B.A., the 13th day of May, 2024 at the hour of 9:00 a.m. at the Yankton County Courthouse, Yankton South Dakota. You are required to appear at this hearing and respond to the Amended Petition. YOU ARE HEREBY NOTIFIED that pursuant to SDCL 26-7A-44 and 27-7A-53 that failure to appear, answer, or respond to this Amended Petition will result in a finding that you are in default and shall be deemed by the Court to be an admission to the Amended Petition. YOU ARE HEREBY NOTIFIED that the Indian Child Welfare Act does not apply to these proceedings.

Dated this 26th day of March, 2024

/s/ Robert W. Klimisch
Yankton County State's Attorney

Subscribed and sworn before me this 26th day of March, 2024.

/s/ Cassandra Brockmoller
Notary Public, South Dakota(SEAL)
My Commission expires: 07/04/2026

Published once at the total approximate cost of \$28.48 and can be viewed free of charge at www.sd-publicnotice.com

Published April 26, 2024.

AREA CALENDAR

Friday, April 26
BASEBALL, CLUB JV R.C. Shew
at Yankton (CH 3 p.m.)BASEBALL, CLUB JV R.C. Shew
at Yankton (CH 3 p.m.)BASEBALL, CLUB JV R.C. Shew
at Yankton (CH 3 p.m.)BASEBALL, CLUB JV R.C. Shew
at Yankton (CH 3 p.m.)BASEBALL, CLUB JV R.C. Shew
at Yankton (CH 3 p.m.)BASEBALL, CLUB JV R.C. Shew
at Yankton (CH 3 p.m.)

Relays

FROM PAGE 8

"I want to have that mindset instilled to the younger kids to cheer on their teammates, help them and be excited when they do good and get a PR," he said.

Lance Dannenbring won the javelin for the third time this season at 149.4. He has competed in the event for three years and likes taking part in an athletic endeavor that requires a different skill set from soccer, which he played for five years.

"It was a very big change of scenery," Dannenbring said. "I thought I'd be a runner but I'm really kind of slow. I went to the pole vault and then I was like, 'You know, I'm going to try it.' I feel like I'll regret it if I don't try it. I decided to do it and am enjoying it a lot."

Still, Gross wanted his team to enjoy the meet, which Dannenbring appreciated as Gross put him in the 400, which, despite describing himself as a slow runner, he finished 19th at 58.12.

Slaba, a junior who is also on the football team, added to his excellent day on the track with his first career victory in the long jump at 20.9. He talked about the journey he took from getting from jumping 17 feet as a freshman to where he is now after battling an injury during his sophomore year in 2022-23 with field and running events.

"I've got a lot faster through-

out the season," he said. "I've been PR'ing every meet. That'll transfer over to football camps."

The Bucks' Cale Haselhorst took the victory in the triple jump at 40-3.5.

Wagner's Breen won the 300 hurdles at 41.83 after not necessarily liking his start to the race.

"I almost tripped going over the third hurdle, so it wasn't my best time with that and the wind, but hopefully I can continue to get better," Breen said.

"I had to regain my stride and catch back up to my original speed, but you can't let it bother you too much."

In girls' action, Dakota Valley's Silja Gunderson and Claire Munch won two events apiece. Gunderson took first in the 100 hurdles (15.03) and 100 dash (12.43), while Munch won the triple jump (36.5.5) and the long jump (16-6).

Parker's Braelyn Berens won the 200 dash at 27.13 and liked her race.

"You get into the first 100 and the wind kind of hits, but I pushed through to make sure I could go as fast as I could to finish the race," Berens said.

Elk Point-Jefferson's Grace Peed won the girls' discus at 109-6.

There were no team scores kept at the event.

Yankton competes against Mitchell and O'Gorman Tuesday. The meet is scheduled to start at 4 p.m. in Mitchell.

Follow @beancubuff on Twitter.



Yankton's Burkley Olson (4) finished sixth in the girls' 100 dash (13.14) at Yankton's Williams Field. (Eric Bean/P&D)

Baseball: Lancers Sweep DWU In Home Finale



JAMES D. CIMBREK/P&D
Mount Marty pitcher Myles Brown sends the ball home during the first game of the Lancers' Great Plains Athletic Conference baseball doubleheader against Dakota Wesleyan, Thursday at Yankton's Riverside Field at Bob Tereshinski Stadium.

The Mount Marty baseball team opened the final week of Great Plains Athletic Conference play on a positive note, sweeping Dakota Wesleyan on Thursday at Yankton's Riverside Field at Bob Tereshinski Stadium.

In the opener, MMU rallied from an early 2-0 deficit to claim a 7-2 victory.

William Johnson had a double, and Ryan Bachman had a hit and two RBI for MMU. Aidan Chang, Ethan Wishon, Shugo Kondo, Vaughn Deming and Joe Gokke each had a hit. Will Gardner drove in two runs in the victory.

Seth Christiansen homered and doubled, driving in both DWU runs. Carter Olek, Dexter Payne and Landon Ruesink each had a hit for the Tigers.

Myles Brown pitched three innings of relief, striking out four, for the win. Camden Eymann had two innings of scoreless

relief, striking out two. Mitchell Sand took the loss.

Mount Marty scored four runs in the second inning on the way to an 8-1 victory in the nightcap.

Chang had two hits and two RBI, and Johnson had two hits for Mount Marty. Gokie had a double and two RBI. Wishon, Jackson Noem and Kondo each had a hit in the victory.

Ryan McGinnis' solo homer in the third accounted for the DWU run. Jake Kostenbauer had a team-best two hits. Payne and Caleb Myers each had a hit for the Tigers.

Zach Hegge pitched six innings, striking out eight, for the win. Christiansen took the loss.

Mount Marty, 28-19 overall and 14-12 in the GPAC, finishes the regular season at Concordia. The games were scheduled for today (Friday) but have been postponed. No makeup date has been set.

BASEBALL	
	W/L
Dakota (33-9)	19-5
Concordia (23-17)	17-7
Monticello (21-14)	17-7
Black Hills (25-19)	17-9
Midland (27-16)	13-11
Mount Marty (28-19)	14-12
Northwestern (23-24)	14-12
Jameson (28-17)	14-12
Dakota Wesleyan (15-33)	7-19
Harding (14-35)	5-25
Dordt (8-37)	2-22

DWU, 15-33 overall and 7-19 in the GPAC, also finishes the regular season at Concordia. Their matchup is scheduled for Saturday.

SCOREBOARD

TENNIS	
GRAC TOURNA	April 27 at Sioux City, Iowa and 5, Sioux City, Neb.
WOMEN'S TOURNA	
Quarterfinals, April 26	
Monte Marty 2, Dakota 3	
Concordia 4, Northwestern 1	
Semifinals, April 26	
Monticello 5, Mount Marty 1	
Midland 6, Concordia 2	
Championship, April 27	
No. 1 Monticello vs. No. 2 Midland, 11 a.m.	
MEN'S TOURNA	
Quarterfinals, April 26	
No. 4 Dakota (12-11, 4-2 GPAC) vs. No. 5 Concordia (16-12, 4-2 GPAC), 9 a.m.	
No. 3 Midland (15-4, 4-2 GPAC) vs. No. 6 Northwestern (8-18, 2-4 GPAC), 11 a.m.	
Semifinals, April 27	
No. 1 Monticello (16-4, 4-2 GPAC) vs. Dakota/DWU winner, 10 a.m.	
No. 2 Mount Marty (11-5, 4-2 GPAC) vs. Midland/NWC winner, 12 p.m.	
Championship, April 27	
General winners, 3 p.m.	

BOWLING	
YANKTON BOWL	
INDIVIDUAL	
HIGH TEAM GAME (4:22) Nutter 301, 4(15) Nutter 473	
HIGH TEAM SERIES (4:22) Nutter 1423, 4(15) Nutter 1337	
HIGH INDIVIDUAL GAME (4:22) Jay Weaver 255, Bruce Myers 248, Brandon Koster 220, Edwene Turner 233, Cindy Olson 202, Peggy Mulvihill 194, 4(15) Flare Olson 276, Jay Weaver 247, Daniel Gertsch 247, Edwene Turner 222, Cindy Olson 208, Peggy Mulvihill 192	
HIGH INDIVIDUAL SERIES (4:22) Bruce Myers 731, Jay Weaver 652, Chuck Turner 632, Edwene Turner 615, Cindy Olson 525, Peggy Mulvihill 488, 4(15) Jay Weaver 666, Daniel Gertsch 565, Flare Olson 519, Edwene Turner 565, Peggy Mulvihill 518, Cindy Olson 503	
STANDINGS: Nutter 138, Gertsch 162, Jay 161, 137, 136, Edwene 160, 155, Single vs. C&A 892, 88, Out of Our Element 81.5, Time to Spare 60.5, We Shot Creations 58	

FOOTBALL	
NFL DRAFT	
April 25-April 27 At Detroit	
FIRST ROUND	
1. Chicago (from Cincinnati), Cade McNown, qb, Southwestern Cal.	
2. Washington, Jayden Daniels, qb, LSU	
3. New England, Drake Maye, qb, North Carolina	
4. Arizona, Marvin Harrison Jr., wr, Ohio State	
5. L.A. Chargers, Joe Alt, ol, Notre Dame	
6. N.Y. Giants, Malik Nabers, wr, LSU	
7. Tennessee, J.C. Lagarias, ol, Alabama	
8. Atlanta, Michael Penix Jr., qb, Washington	
9. Chicago, Rome Odunze, wr, Washington	
10. Minnesota, Brock Bowers, te, Georgia	
11. N.Y. Jets (from Minnesota), Chuma Ogburn, rb, Houston	
12. Denver, Bo Nix, qb, Oregon	

13. Las Vegas, Brock Bowers, te, Georgia	
14. New Orleans, Tadeo Frazier, ol, Oregon State	
15. Indianapolis, Luke Little, edge, UCLA	
16. Seattle, Byron Murphy II, ol, Texas	
17. Minnesota (from Jacksonville), Dallas Turner, edge, Alabama	
18. Cincinnati, Amarius Mims, ol, Georgia	
19. L.A. Rams, Jared Verse, edge, Florida State	
20. Pittsburgh, Troy Fautanu, ol, Washington	
21. Miami Dolphins	
22. Philadelphia Eagles	
23. Minnesota Vikings (from Cleveland through Houston)	
24. Dallas Cowboys	
25. Green Bay Packers	
26. Tampa Bay Buccaneers	
27. Arizona Cardinals (from Houston)	
28. Buffalo Bills	
29. Detroit Lions	
30. Baltimore Ravens	
31. San Francisco 49ers	
32. Kansas City Chiefs	

Yankton
Citywide
Rummage

MEETING (ENTITY): PLANNING COMMISSION REGULAR OR SPECIAL MEETING: Regular
DATE: 4/9/2024 TIME: 7PM LOCATION: COMMISSION CHAMBERS

STAFF ATTENDANCE: Conkling

ROLL ☒ BARKL ☒ LOEST ☒ KETTERING ☒ HUMMEL ☐ NELSON ☒ WELSH ☒ CLARK

CALL:

APPROVAL OF MINUTES: MOTION BY: Loest SECOND BY: Kettering

PLANNING: ☒ BARKL ☒ LOEST ☒ KETTERING ☒ HUMMEL ☐ NELSON ☒ WELSH ☒ CLARK

APPROVAL OF AGENDA: MOTION BY: Loest SECOND BY: Kettering

PLANNING: ☒ BARKL ☒ LOEST ☒ KETTERING ☒ HUMMEL ☐ NELSON ☒ WELSH ☒ CLARK

Approve amended agenda passed 6-0 (Remove Schenk-Lake Forest lots 12-15 plat)

AGENDA ITEM: Reorganization of Planning Commission

ADDRESS/LEGAL: _____

COMMENTS: _____

MOTION: **Chair – Barkl nominated by Kettering, second by Clark – 6-0 in favor of Barkl**
Vice-Chair – Welsh nominated by Loest, second by Kettering – 3 votes
Hummel nominated by Hummel, second by Barkl - 2 votes
Loest, Kettering, Hummel voted for Welsh Welsh and Barkl voted for Hummel
Clark Abstained Welsh approved as Vice-Chair

APPROVAL: MOTION BY: _____ SECOND BY: _____

PLANNING: ☐ BARKL ☐ LOEST ☐ KETTERING ☐ HUMMEL ☐ NELSON ☐ WELSH ☐ CLARK

AGENDA ITEM: Brady – Rezone 05.013.400.150

ADDRESS/LEGAL: Applicant is requesting to rezone three parcels that are Dual Zoned Low Density Rural Residential District (LC) AND Rural Transitional District (RT) to Low Density Rural Residential District (LD) per Article 18 Section 1809 and Article 20 Section 2003. Said properties are legally described as Lot A in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), **AND** The South one-half (S1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4), and the East Sixteen and one-half Feet (E16 ½') of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), **AND** The North Six Hundred Sixty Feet (N660') of the West Four Hundred Feet (W400') of the South Half (S1/2) of Government Lot Ten (10), All in Section 13, Township Ninety-three (93), Range Fifty-five (55), Yankton County, South Dakota. E-911 address for applicant is 265 Antler Drive, Yankton, South Dakota

COMMENTS: None

COMMENTS:

MOTION: **Removed from agenda**

APPROVAL: MOTION BY: _____ SECOND BY: _____
PLANNING: ☐ BARKL ☐ LOEST ☐ KETTERING ☐ HUMMEL ☐ NELSON ☐ WELSH ☐ CLARK

AGENDA ITEM: **Reade – Plat 05.010.125.100**

ADDRESS/LEGAL: A Replat of Tract 1, Reade Addition, in the SE1/4 of the NE1/4 of Section 10, T93N, R55W of the 5th P.M., Yankton County, South Dakota. Hereafter to be known as: Tract 2, Reade Addition, in the SE1/4 of the NE1/4 of Section 10, T93N, R55W of the 5th P.M., Yankton County, South Dakota

COMMENTS: None

MOTION: **Approve as presented
Passed 6-0**

APPROVAL: MOTION BY: Loest SECOND BY: Kettering
PLANNING: ☒ BARKL ☒ LOEST ☒ KETTERING ☒ HUMMEL ☐ NELSON ☒ WELSH ☒ CLARK

AGENDA ITEM: **List – Plat 13.001.400.615**

ADDRESS/LEGAL: Plat of lots 1-5 in Paige Addition, in the E1/2 of the Sw1/4 of Section 10, T93N, R56W of the 5th P.M., Yankton County, South Dakota

COMMENTS: None

MOTION: **Approve as presented
Passed 6-0**

APPROVAL: MOTION BY: Loest SECOND BY: Kettering
PLANNING: ☒ BARKL ☒ LOEST ☒ KETTERING ☒ HUMMEL ☐ NELSON ☒ WELSH ☒ CLARK

AGENDA ITEM: **Dumont Holdings, LLC – Plat 13.013.400.010**

ADDRESS/LEGAL: Plat of Lots 9, 10, 11, 12, 13 and 14, Forest Lake Subdivision, in the NW1/4 of the NE1/4 of Section 13, T93N, R57W of the 5th P.M., Yankton County, South Dakota

MOTION: _____

APPROVAL:

MOTION BY: _____

SECOND BY: _____

PLANNING:

☐ BARKL ☐ LOEST ☐ KETTERING ☐ HUMMEL ☐ NELSON ☐ WELSH ☐ CLARK

AGENDA ITEM: _____

ADDRESS/LEGAL: _____

COMMENTS: _____

MOTION: _____

APPROVAL:

MOTION BY: _____

SECOND BY: _____

PLANNING:

☐ BARKL ☐ LOEST ☐ KETTERING ☐ HUMMEL ☐ NELSON ☐ WELSH ☐ CLARK

Yankton County Planning Commission
Yankton County Board of Adjustment

Applicant

Ryan List – Rezone

District type: ☐ AG ☒ R1-Low ☐ R2-Moderate ☐ R3-High ☐ C-Comm.

☐ LC – Lakeside Commercial ☐ RT-Rural Transitional

Variance needed:

☐ Section 513 ☐ Section 607 ☐ Section 705 ☐ Section 1709 ☐ Section 1723

☒ Section 1809

NOTE:

Applicant is requesting to rezone a lot in a Low Density Rural Residential District (R1) to a Moderate Density Rural Residential District (R2) per Article 18 Section 1809 and Article 20 Section 2003. Said property is legally described as Paige Addition, in the E1/2 of the SW1/4 of Section 10, T93N, R56W of the 5th P.M., Yankton County, South Dakota

PC: Article 18 Section 1809

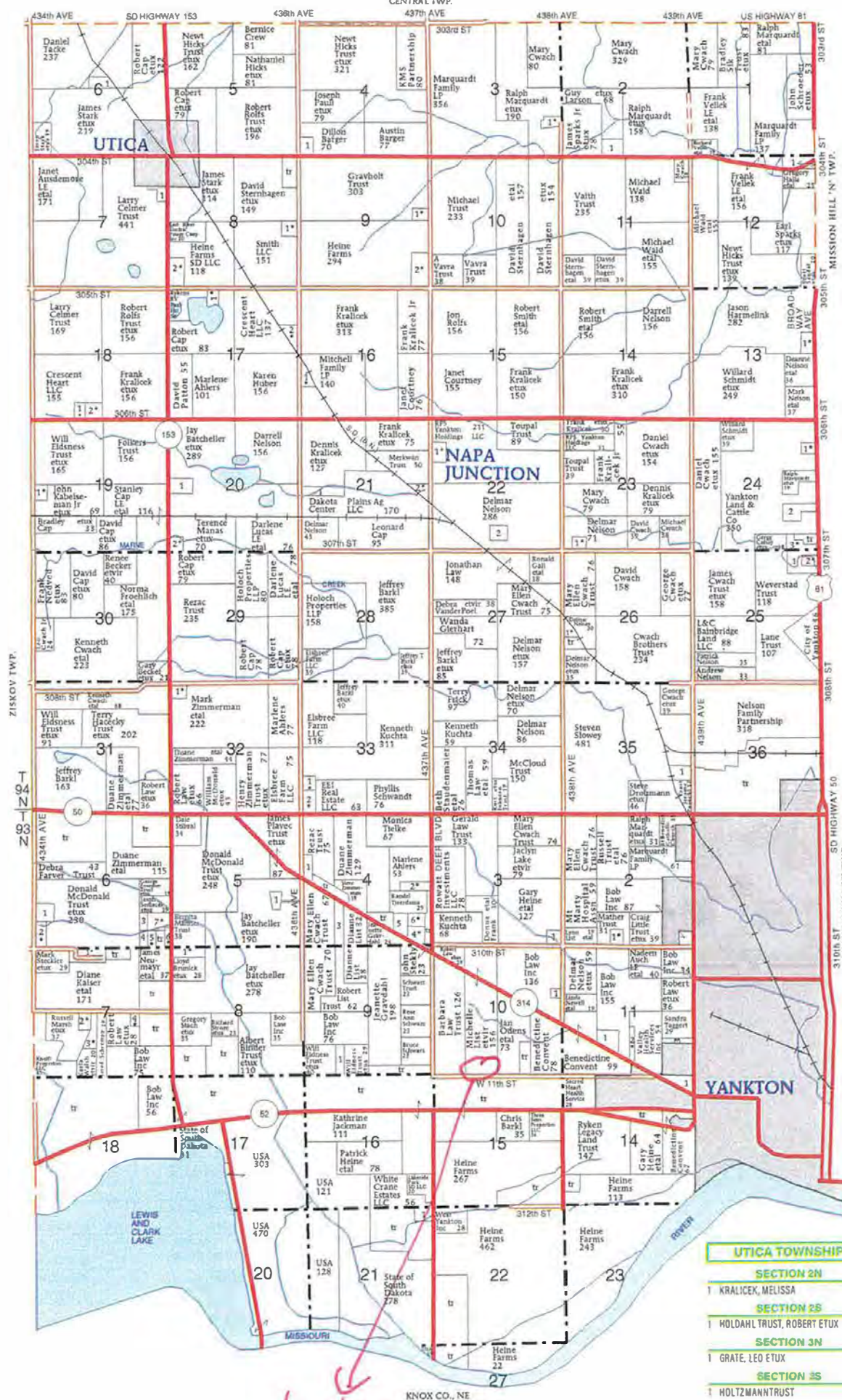
B●A: Article 20 Section 2003

Planning Commission date: 4/9/2024

Time: 7:10 PM

Board of Adjustment date: 5/7/2024, 5/21/2024

Time: 6:35 PM



SECTION 4N

1 NEEDVED, MARK

SECTION 4S

1 MARQUARDT, RALPH
2 BRANDT TRUST, MERLE ETAL
3 LUST TRUST, ROBERT
4 SWEDLUND, JERALD ETUX
5 HAMBERGER, BRIAN
6 SMITH, NATHAN ETUX

SECTION 5S

1 BATCHELLER, JAY

SECTION 6N

1 TOWN OF UTICA

SECTION 6S

1 GILMORE, TONIA
2 VAN MAANEN, TODD ETUX
3 MASKA, LEANN
4 KOZAK, KARLEE
5 LOCKER, MARK ETUX
6 BLAHA, JON ETUX
7 HILL, EDWIN ETUX

SECTION 7N

1 BOLO PURSUITS LLC

SECTION 7S

1 GUITRON, MARIA ETAL
2 ROBB, RUSSELL ETUX
3 LIVINGSTON, CARL ETUX
4 PHILLIPS, TIMOTHY ETUX

SECTION 8N

1 CHRISTIANSON, DAVID ETUX
2 HUGHES, SCOTT ETUX

SECTION 8S

1 FANTA, TIMOTHY ETUX

SECTION 9N

1 KILBURN, REX ETUX
2 GILMORE TRUST, HOWARD ETUX

SECTION 9S

1 ROKAHR, STEVEN

SECTION 10S

1 HEJNA, JAMIE

SECTION 11S

1 BILLION, ERIKA
2 HECKY TRUST, TERRANCE ETUX
3 AFFORDABLE SELF STORAGE LLC

SECTION 12N

1 MARQUARDT FAMILY LP

SECTION 13N

1 COTTON, JEFFREY ETUX

SECTION 14S

1 YANKTON MEDICAL CLINIC PC

SECTION 15N

1 ANSTINE, RODNEY ETUX

SECTION 17N

1 SCHENKEL, DARRELL ETUX
2 TACKLE, WM ETUX

SECTION 18N

1 CAP LE, STANLEY ETAL
2 CAP, ROBERT ETUX

SECTION 19

1 SCHENKEL, DANIEL ETUX

SECTION 20N

1 YANKTON CO SHARPSHOOTERS ASSN
2 JOHNSON, MICHAEL ETUX

SECTION 21N

1 YANKTON PROTEIN LLC
2 KRALICEK, FRANK ETUX

SECTION 21S

1 WHITE CRANE ESTATES LLC

SECTION 22N

1 TAGGART, WILLIAM ETUX
2 NELSON TRUST, FLOYD

SECTION 23N

1 POSPISIL, SCOTT ETAL

SECTION 24

1 MARTS, LUCAS ETUX
2 MARQUARDT, DOUG
3 KELLER, DALLAS ETUX

SECTION 25

1 SLOWEY TRUST
2 WOHL, TOBY ETAL

SECTION 26

1 BARNES, DAVID ETUX

SECTION 32

1 ZIMMERMAN TRUST, HENRY ETAL

SECTION 33

1 DELOZIER, DARRIK ETAL
2 WADDELL, EDWARD ETUX

SECTION 35

1 YAGGIES INC

UTICA TOWNSHIP

SECTION 2N

1 KRALICEK, MELISSA

SECTION 2S

1 HOLDAHL TRUST, ROBERT ETUX

SECTION 3N

1 GRATE, LEO ETUX

SECTION 3S

1 HOLTZMAN TRUST

FINDINGS OF FACT – REZONE

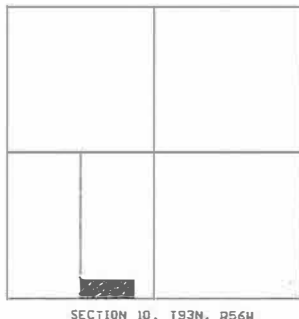
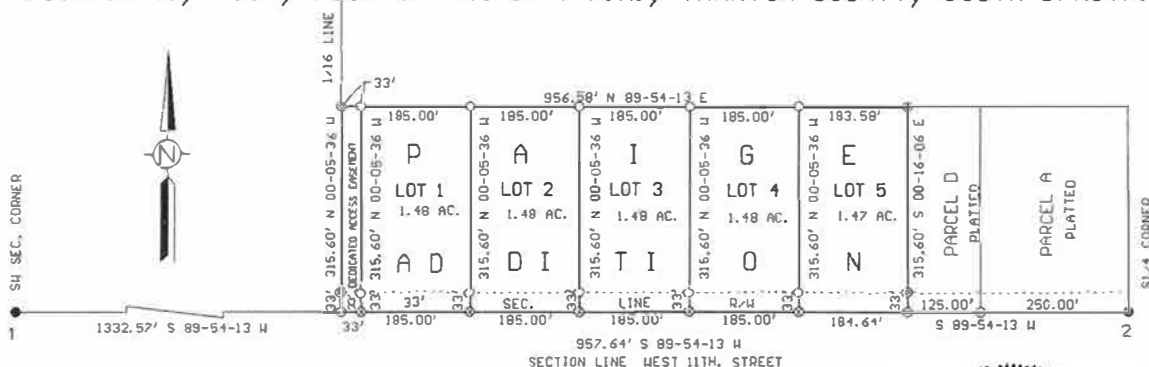
List – REZ-241

Are the requirements of Section 1723 met?	Yes
Are the requirements of Section 1729 met? (all fees paid at time of application)	Yes
Section 1805:	
1. All documents required for application for said request have been satisfactorily completed and all required fees have been paid in full.	Completed
2. The individual petitioner provides a completed amendment or change in zone request. Said request must clearly state: <ul style="list-style-type: none"> a. Special conditions and circumstances exist which require the land to be rezoned; b. The special conditions and circumstances do not result from the actions of the applicant; and c. The granting of the amendment or change in zoning will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structure, or buildings in the area. 	<p>Property is zoned Low Density Residential District. The rezone will allow the property to be divided into lots approximately 1.5 acres and provide lots for housing</p> <p>Conditions are not a result of the applicant</p> <p>Will not confer any special privilege to applicant</p>
3. Notice of public hearing shall be given, as in Section 1803 (3-5).	Mailed 3-26-2024 Published 3-29-2024, 4-5-2024
4. The public hearing shall be held. Any party may appear in person or by agent or attorney.	Applicant was present
5. The Planning Commission shall make findings that the requirements of this Section have been met by the applicant for an amendment or change in zone, to include: <ul style="list-style-type: none"> a. The reasons set forth in the application justify a recommendation to approve the amendment or change in zone; 	The reason is justified to allow subdivision of the property for single family dwellings
<ul style="list-style-type: none"> b. The amendment or change in zone will make possible the reasonable use of the land, building, or structure; 	Will make possible the reasonable use of the land
<ul style="list-style-type: none"> c. A recommendation to grant the amendment or change in zone will be in harmony with the general purpose and intent of this ordinance; and 	Is in harmony with the general purpose and intent of the ordinance

d. A recommendation of approval will not be injurious to the neighborhood, or otherwise detrimental to the public welfare as presented and testified to by the applicant.	Will not be injurious to the neighborhood
6. No petition for amendment or change in zone shall be recommended for approval unless the Planning Commission finds that the condition, situation or the intended use of the property concerned is unique, required, or necessary as to make reasonably practicable the amendment or change in zone.	The intended use of the property is necessary to allow for subdivision for single family dwellings
7. Before any amendment or petition for rezoning is recommended for approval, the Planning Commission shall make written findings certifying compliance with: <ul style="list-style-type: none"> a. The Comprehensive Plan; b. Specific rules governing land uses; c. Zoning district regulations; and d. Satisfactory provision and arrangement has been made concerning the following, where applicable: 	Rezone is in compliance with the Comprehensive plan and all zoning regulations will be complied with
1. Certification of compliance with all ordinances and regulations regarding licensing and zoning, health, plumbing, electrical, building, fire prevention, and all other applicable ordinances and regulations;	In compliance
2. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;	Ingress/egress exists
3. Off right-of-way parking and loading areas where required; with particular attention to the items in (A) above and the economic, noise, glare or odor effects of the amendment or rezone on adjoining properties and properties generally in the district;	None required
4. Refuse and service areas, with particular reference to the items in (A) and (B) above;	None required
5. Utilities, with reference to locations, availability,	Utilities present

<p>and compatibility;</p> <p>6. Screening and buffering with reference to type, dimensions, and character;</p> <p>7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect and compatibility and harmony with properties in the district;</p> <p>8. Required yards and other open spaces; and</p> <p>9. General compatibility with adjacent properties and other property in the district.</p>	<p>None required</p> <p>None required</p> <p>None required</p> <p>Is in general compatibility with adjacent properties</p>
<p>8. In recommending approval of any petition for amendment or change in zone, the Planning Commission may prescribe appropriate conditions and safeguards in conformity with this ordinance.</p>	<p>None prescribed</p> <p>Recommend approval Passed 6-0</p>

PLAT OF LOTS 1-5 IN PAIGE ADDITION, IN THE E1/2 OF THE SW1/4 OF SECTION 10, T93N, R56W OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.



SCALE : 150'

- SET 5/8" REBAR WITH CAP STAMPED
TOM WEEK LS 2912
- FOUND REBAR
- ⊙ FOUND REBAR WITH CAP
- ⊗ CALCULATED CORNER
- ⊕ FOUND LARGE SPIKE

1 = LAT. 42-52-47.61436N, LONG 97-27-23.64804W
2 = LAT. 42-52-47.68035N LONG. 97-26-47.85457W



SURVEYORS CERTIFICATE

I, THOMAS LYNN WEEK, REGISTERED LAND SURVEYOR IN YANKTON, SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNERS, MADE A SURVEY OF LOTS 1-5 IN PAIGE ADDITION, IN THE E1/2 OF THE SW1/4 OF SECTION 10, T93N, R56W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA. I HAVE SET IRON PINS AS SHOWN, AND SAID SURVEY AND PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
DATED THIS 14TH. DAY OF MARCH, 2024.

THOMAS LYNN WEEK
REGISTERED LAND SURVEYOR
REG. NO. 2912

OWNERS CERTIFICATE

WE, MICHELLE LIST AND RYAN LIST, DO HEREBY CERTIFY THAT WE ARE THE ABSOLUTE AND UNQUALIFIED OWNERS OF THE ABOVE DESCRIBED PROPERTY: LOTS 1-5 IN PAIGE ADDITION, IN THE E1/2 OF THE SW1/4 OF SECTION 10, T93N, R56W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA. THAT THE ABOVE SURVEY AND PLAT WAS MADE AT OUR REQUEST AND UNDER OUR DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. WE ARE DEDICATING A 33 FOOT DEDICATED ACCESS EASEMENT ON THE WEST SIDE OF THIS ADDITION.

DATED THIS ____ DAY OF ____, 2024.

RYAN LIST

MICHELLE LIST

STATE OF ____
COUNTY OF ____

ON THIS ____ DAY OF ____, 2024, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED RYAN LIST AND MICHELLE LIST, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.
MY COMMISSION EXPIRES ____

NOTARY PUBLIC

RESOLUTION OF COUNTY PLANNING COMMISSION

BE IT RESOLVED BY THE YANKTON COUNTY PLANNING COMMISSION, THAT THE ABOVE PLAT REPRESENTING LOTS 1-5 IN PAIGE ADDITION, IN THE E1/2 OF THE SW1/4 OF SECTION 10, T93N, R56W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED.

SHEET 1 OF 2

CHAIRMAN, PLANNING COMMISSION

PLAT OF LOTS 1-5 IN PAIGE ADDITION, IN THE E1/2 OF THE SW1/4 OF SECTION 10, T93N, R56W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.

RESOLUTION OF APPROVAL

WHEREAS, IT APPEARS THAT THE OWNERS THEREOF HAVE CAUSED A PLAT TO BE MADE OF THE FOLLOWING REAL PROPERTY: LOTS 1-5 IN PAIGE ADDITION, IN THE E1/2 OF THE SW1/4 OF SECTION 10, T93N, R56W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA, AND HAVE SUBMITTED SUCH PLAT TO THE COUNTY COMMISSION OF YANKTON COUNTY, SOUTH DAKOTA FOR APPROVAL. NOW THEREFORE BE IT RESOLVED, THAT SUCH PLAT HAS BEEN EXECUTED ACCORDING TO THE LAW AND SAME IS HEREBY APPROVED. THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

I, _____, COUNTY AUDITOR OF YANKTON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF YANKTON COUNTY, SOUTH DAKOTA, ON THIS ____ DAY OF _____, 2024.

COUNTY AUDITOR

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

CERTIFICATE OF COMMUNITY DEVELOPMENT DIRECTOR

I, COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF YANKTON, HAVE REVIEWED THIS PLAT AND HAVE FOUND IT TO CONFORM TO THE SUBDIVISION REQUIREMENTS OF THE CODE OF ORDINANCES OF THE CITY OF YANKTON, AND PURSUANT TO THE AUTHORITY GRANTED IN SDCL 11-3-6 AND YANKTON CITY ORDINANCE SECTION 17-72, I HAVE APPROVED THIS PLAT AS A FINAL PLAT.

DATED THIS ____ DAY OF _____, 20____.

COMMUNITY DEVELOPMENT DIRECTOR OF THE
CITY OF YANKTON

CERTIFICATE OF FINANCE OFFICER

I, _____, CITY FINANCE OFFICER OF THE CITY OF YANKTON, DO HEREBY CERTIFY THAT THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF YANKTON HAS APPROVED THIS FINAL PLAT AS SHOWN HEREON.

DATED THIS ____ DAY OF _____, 20____.

FINANCE OFFICER OF THE CITY OF YANKTON,

CERTIFICATE OF STREET AUTHORITY

THERE IS NO ACCESS APPROACH TO ANY OF THE LOTS, ACCESS WILL REQUIRE APPROVAL.

DATED THIS ____ DAY OF _____, ____.

TOWNSHIP/COUNTY REPRESENTATIVE

DIRECTOR OF EQUALIZATION CERTIFICATE

I, _____, DIRECTOR OF EQUALIZATION, YANKTON COUNTY, SOUTH DAKOTA, CERTIFY THAT I HAVE RECEIVED A COPY OF THE FOREGOING PLAT. DATED THIS ____ DAY OF _____, 2024.

DIRECTOR OF EQUALIZATION, YANKTON COUNTY

TREASURER CERTIFICATE

I, _____, TREASURER OF YANKTON COUNTY, SOUTH DAKOTA, CERTIFY THAT ALL TAXES WHICH ARE LIEN UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, HAVE BEEN PAID. DATED THIS ____ DAY OF _____, 2024.

TREASURER, YANKTON COUNTY

REGISTER OF DEEDS CERTIFICATE

I, _____, REGISTER OF DEEDS, YANKTON COUNTY, SOUTH DAKOTA, CERTIFY THAT I HAVE RECEIVED THE ORIGINAL PLAT, FILED FOR RECORD THIS ____ DAY OF _____, 2024, _____ O'CLOCK ____ M., AND DULY RECORDED IN BOOK NO. ____, PAGE ____.

REGISTER OF DEEDS, YANKTON COUNTY

REZONE PERMIT

Longitude

-97.4504681238452

Latitude

42.8805146873883

Permit Number

REZONE241

Parcel Number

09.010.300.100

Permit Fee

450

Total Due

450

Was fee paid?

Yes

Receipt Number

1038

Planning Commission Action Date

Apr 9, 2024

Board Adjustment Action Date

May 21, 2024

Application Accepted By

Bill Conkling

Checked By

BILL GARY

Existing Zoning

LOW DENSITY RESIDENTIAL

Affected Zoning Ordinance

2003

Section Township Range

10-93-56

Is location in floodplain?

No

Applicant Name

Ryan List

Applicant Phone

605-661-1669

Applicant Address

3208 SD HIGHWAY 314 YANKTON, SD, 57078

Applicant Email Address

listelectric@yahoo.com

Owner Name

Ryan List

Owner Phone

605-661-1669

Owner Address

3208 SD HIGHWAY 314 YANKTON, SD, 57078

Owner Email Address

listelectric@yahoo.com

Location of Property

Lat: 42.880515 Lon: -97.450468



Powered by Esri

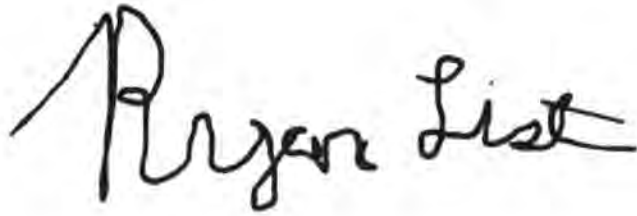
Reason for Request

Re zone from R-1 to R-2 To develop five lots for new homes to be built

Legal Description

E2 NW4 EXC LT A & EXC S80' N1046.4' W150'& E2 SW4 EXC PARCEL A & D & EXC

Applicant Signature

A handwritten signature in black ink that reads "Ryan List". The signature is written in a cursive style with a large, stylized "R" and "L".

ApplicantSignature-.jpg

Owner Signature

A handwritten signature in black ink that reads "Ryan List". The signature is written in a cursive style with a large, stylized "R" and "L".

OwnerSignature-.jpg

Date of Application Submission

Mar 20, 2024

AFFIDAVIT OF MAILING

I, Ryan Litz, hereby certify that on the 25 day of April, 2024, I mailed by first class mail, postage prepaid, a true and correct copy of the Notice of Public Hearing to all owners of real property lying within a 1,320 feet radius of the proposed project to the most recent address of the recipient known to your Affiant.

A true and correct copy of the Notice of Public Hearing notification letters are attached as Exhibit #1 or #2.

A true and correct copy of the mailing list for owners of real property is attached as Exhibit #1A or #2A.

Dated the 25 day of April, 2024.

Ryan Litz

(Name)

Affiant

Subscribed and sworn to before me this 25th day of April, 2024.

Alexis Hein

Notary Public - South Dakota

My commission expires: 9/20/28

(SEAL)



NOTIFICATION

April 22, 2024

Applicant:
Ryan List
3028 SD HWY 314
Yankton, SD 57078

Dear Yankton County Property Owner:

The Yankton County Zoning Ordinance requires written notification describing a specific action be sent to the owners of real property lying within 1320 feet of the property on which the below described action is proposed. The notice shall be given to each owner of record by depositing such notice in the United States Post Office not less than 10 days prior to the hearing date. Therefore, you are hereby notified. Please take a moment to review the notice of public hearing described below.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Commission, Yankton County, South Dakota, at 6:35 P.M. on the 7th day of May, 2024 and at 6:35 P.M. on the 21st day of May, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota.

Said hearing is to consider the following:

Applicant is requesting to rezone a lot in a Low Density Rural Residential District (R1) to a Moderate Density Rural Residential District (R2) per Article 18 Section 1809 and Article 20 Section 2003. Said property is legally described as Paige Addition, in the E1/2 of the SW1/4 of Section 10, T93N, R56W of the 5th P.M., Yankton County, South Dakota.

The application may be reviewed at the Zoning Administrators office, Yankton County Government Center, 321 West Third St., Yankton, S.D. or online at the Yankton County Website.

Sincerely,
Ryan List
Petitioner

ALIPRANDI, STEFANO (D)
67 LAKE SHORE DR
ROCKAWAY NJ 07866

~~AUCH, CHRISTIAN (C)
PO BOX 281
FORDYCE NE 68736~~

BARRETT, BEAU C (D)
3005 WEST 11 ST
YANKTON SD 57078

BELGUM, TODD A (D)
1003 RIVERVIEW LN
YANKTON SD 57078

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1003 JUNE LN
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3206 WEST 11 ST
YANKTON SD 57078

YEAGER, RICHARD G (D)
3703 WEST 11 ST
YANKTON SD 57078

ZAVADIL, KEVIN M (D)
PO BOX 1062
YANKTON SD 57078

AFFIDAVIT OF MAILING

I, Ryan List, hereby certify that on the 26 day of March, 2024, I mailed by first class mail, postage prepaid, a true and correct copy of the Notice of Public Hearing to all owners of real property lying within a 1,320 feet radius of the proposed project to the most recent address of the recipient known to your Affiant.

A true and correct copy of the Notice of Public Hearing notification letters are attached as Exhibit #1 or #2.

A true and correct copy of the mailing list for owners of real property is attached as Exhibit #1A or #2A.

Dated the 26 day of March, 2024.

Ryan List
(Name)

Affiant

Subscribed and sworn to before me this 26 day of March, 2024.

Alexis Heine

Notary Public - South Dakota

My commission expires: 9/20/28

(SEAL)



NOTIFICATION

March 25, 2024

Applicant:
Ryan List
3028 SD HWY 314
Yankton, SD 57078

Dear Yankton County Property Owner:

The Yankton County Zoning Ordinance requires written notification describing a specific action be sent to the owners of real property lying within 1320 feet of the property on which the below described action is proposed. The notice shall be given to each owner of record by depositing such notice in the United States Post Office not less than 10 days prior to the hearing date. Therefore, you are hereby notified. Please take a moment to review the notice of public hearing described below.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, at 7:10 P.M. on the 9th day of April, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota.

Said hearing is to consider the following:

Applicant is requesting to rezone a lot in a Low Density Rural Residential District (R1) to a Moderate Density Rural Residential District (R2) per Article 18 Section 1809 and Article 20 Section 2003. Said property is legally described as Paige Addition, in the E1/2 of the SW1/4 of Section 10, T93N, R56W of the 5th P.M., Yankton County, South Dakota.

The application may be reviewed at the Zoning Administrators office, Yankton County Government Center, 321 West Third St., Yankton, S.D. or online at the Yankton County Website.

Sincerely,
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Petitioner

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ZAVADIL, KEVIN M (D)
PO BOX 1062
YANKTON SD 57078

2010 Legal and Public Notices

Quarter (NW1/4) of the Northeast Quarter (NE1/4), and the East Sixteen and one-half Feet (E16 1/2) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), AND The North Six Hundred Sixty Feet (N660') of the West Four Hundred Feet (W400') of the South Half (S1/2) of Government Lot Ten (10), All in Section 13, Township Ninety-three (93), Range Fifty-five (55), Yankton County, South Dakota. E-911 address for applicant is 265 Adler Drive, Yankton, South Dakota.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, at 7:10 P.M. on the 9th day of April, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota. Ryan List requesting to rezone a lot in a Low Density Rural Residential District (R1) to a Moderate Density Rural Residential District (R2) per Article 18 Section 1809 and Article 20 Section 2003. Said property is legally described as Paige Addition, in the E1/2 of the SW1/4 of Section 10, 193N, R56W of the 5th P.M., Yankton County, South Dakota.

Published twice at the total approximate cost of \$39.75 and can be viewed free of charge at www.sd-publicnotices.com

Published March 29 & April 5, 2024.

NOTICE OF TESTING AUTOMATIC TABULATING EQUIPMENT

Notice is hereby given that the automatic tabulating equipment will be tested to ascertain that it will correctly count the votes for all offices and measures that are to be cast at the City of Yankton Municipal Election held on the 9th day of April, 2024.

The test will be conducted on the 2nd day of April 2024, at 1:00 o'clock p.m. at the following location: Yankton County Auditor's Office.

Lisa Yardley, City of Yankton Finance Officer

Published once at the total approximate cost of \$9.44 and can be viewed free of charge at www.sd-publicnotices.com

Published March 29, 2024.

STATE OF SOUTH DAKOTA)
COUNTY OF YANKTON) ss:
IN CIRCUIT COURT
FIRST JUDICIAL CIRCUIT

In the Matter of the Petition of

CRYSTAL ANN NELSON
(Current Name)

For a Change of Name to

CRYSTAL ANN MENSCH
(PROPOSED NAME)

66CTV: 24-91

NOTICE OF HEARING FOR ADULT NAME CHANGE

NOTICE IS HEREBY GIVEN A Verified Petition for Adult Name Change has been filed by Crystal Ann Nelson to Crystal Ann Mensch. On the 23rd day of April, 2024, at the hour of 10:00 am said verified petition will be heard by this Court before the Honorable David Knoff Presiding, at the Court Room in the Yankton County Courthouse, City of Yankton, Yankton County, South Dakota, or at soon thereafter as is convenient for the court. Anyone may come and appear at that time and place and show reasons, if any, why said name should not be changed as requested. Dated this 4th day of March, 2024 at Yankton, South Dakota

Jessica Hall
Circuit Court Judge or Clerk of Court

ATTEST:
Jody Johnson
Clerk of Court
By: Nichole Semmler
Deputy

Published four times at the total approximate cost of \$69.65 and can be

2010 Legal and Public Notices

tioner's name from Melissa Kay Ann Pearson to Melissa Ann Amundsen. On the 23rd day of April, 2024, at the hour of 10:00 am said verified petition will be heard by this Court before the Honorable David Knoff Presiding, at the Court Room in the Yankton County Courthouse, City of Yankton, Yankton County, South Dakota, or at soon thereafter as is convenient for the court. Anyone may come and appear at that time and place and show reasons, if any, why said name should not be changed as requested. Dated this 1st day of March, 2024 at Yankton, South Dakota

Jessica Hall
Circuit Court Judge or Clerk of Court

ATTEST:
Jody Johnson
Clerk of Court
By: Nichole Semmler
Deputy

Published four times at the total approximate cost of \$70.74 and can be viewed free of charge at www.sd-publicnotices.com

Published March 8, 15, 22 & 29, 2024.

STATE OF SOUTH DAKOTA

COUNTY OF YANKTON

IN CIRCUIT COURT

FIRST JUDICIAL CIRCUIT

IN THE MATTER OF THE ESTATE

OF

CLARENCE M. VOGT, Deceased

PRO. 24-000014

NOTICE TO CREDITORS

Notice is given that on the 22nd day of March 2024, Darcy Kleinschmitt, whose address is 2401 Vali Hi Road, Norfolk, NE 68701, was appointed as Personal Representative of the Estate of Clarence M. Vogt.

Creditors of Decedent must present their claims within four months after the date of the first publication of this notice or their claims may be barred.

Claims may be delivered or mailed to the Personal Representative or may be filed with the Clerk with a copy of the claim mailed to the Personal Representative.

(s/Mallory K. Schulte
Mallory K. Schulte
BIRMINGHAM & CWACH LAW
OFFICES, PROF. LLC
202 W. 2nd Street
Yankton, SD 57078
605-260-4747
mallory@birmcwachlaw.com
Attorney for Personal Representative

Published three times at the total approximate cost of \$43.26 and can be viewed free of charge at www.sd-publicnotices.com

Published March 29, April 5 & 12, 2024.

Calls

From Page 1

mobile platform late last year, was heavily used prior to the March 8 shutdown of tablet-based phone calls, texting and photo messaging.

A press release posted to the agency's website two weeks after that date said that tablet communications had been suspended indefinitely pending the completion of an investigation. The release offered no details about the nature of the investigation, and the DOC has declined to offer further details on its nature.

Inmates were still able to place calls using wall phones, the DOC notice said.

The sudden change, as well as a lack of communication about it, has frustrated inmates and their family members across state prison facilities in Sioux Falls, Yankton, Pierre, Springfield and Rapid City. Inmates have complained of wait times for phones, and about the loss of the tablets' i-hour phone call limit — 40 more minutes than they're allowed on wall phones.

Law

From Page 1

Press & Dakotan that though SB 203 adds to the list of authorized individuals who may carry a firearm on school premises, the school district only extends that privilege to its school resource officers (SROs).

"This bill allows for schools to provide school policy to define more specifically who may carry a firearm on school premises," he said.

"We want our schools to be safe for our students and staff for which we have made significant and important investments," he said. "We will make sure our school policy only allows for our school resource officers and law enforcement to be authorized to carry a firearm on school premises."

The Yankton School District has two SROs, both of whom are fully certified police officers who receive the same training that all Yankton Police Department (YPD) patrol and investigation officers receive, YPD Chief Jason Foote told the Press & Dakotan.

"As a department, we train at least once a year on active threat response," he said. "This training is conducted with every officer to make sure we are all able to respond effectively as a group or alone."

Also, like Yankton's police officers, the school district's SROs train with their weapons as often as possible each year, Foote said.

"We are required to, at a minimum, shoot a state qualification once a year," he said. "The Yankton Police Department plans quarterly shoots and attempts to do them every year. They include a cold-weather shoot, night shoot, stress shoot and a qualification shoot."

Also, one of the SROs is a member of the YPD's Special

Response Team, which allows him to get more time on the firing range, Foote said.

SB 203 passed the state Senate last month by a 31-3 margin, and a week later, it passed the House 62-8.

District 18 Rep. Mike Stevens voted against the bill for several reasons, he told the Press & Dakotan.

"In 2013, I voted for the sentiment which allows schools to provide firearm training to their staff if they desire," he said. "This bill (SB 203) assumes and implies that our schools are not doing enough to protect our students. That is not true, and it is offensive to think otherwise."

Student safety is the Yankton School District's top priority, said Stevens, a former Yankton School Board member. He referenced the safety vestibules at the entrance of each school that prevent anyone from entering the facilities without permission. All other entrances to the schools are locked, he said.

"Our schools also have video surveillance in parts of our campuses, and students are trained on lock-down procedures," Stevens said. "Our schools already have armed resource officers on duty to protect students."

Lastly, YSD administrators and the school board often attend school-safety seminars in search of additional ways to protect students, he said.

"A vote against BS 203 was not a vote against the Second Amendment," Stevens said, adding that he is a member of the National Rifle Association (NRA). "My vote against this bill was based upon common sense. We didn't need another law for something that our schools are already handling very well."

child labor laws.
LB 906 passed 45-0.

BREAST PUMPS AND LACTATION VISITS

LB 1215, a package of bills from the Health and Human Services Committee, included provisions from State Sen. Jen Day of Omaha seeking to expand coverage for Nebraska mothers or children covered under the medical assistance program.

No later than Jan. 1, 2025, the Nebraska Department of Health and Human Services must provide coverage for personal breast pumps beginning at whichever is earlier: 36 weeks gestation or the child's date of birth.

The department would also need to provide coverage for a minimum of 10 lactation consultation visits.

LB 1215 passed 45-0.

HONORARY RECOGNITION DAYS

Nebraska will have two more official days of recognition, with one taking effect in October while the second will be recognized for the first time in May 2025.

LB 1102 from State Sen. Danielle Conrad of Lincoln establishes Oct. 17 as Nebraska Missing Persons Day, which the bill states is not only for the missing people, "but also for their families and friends who deal with the



Kindle



Foote

District 18's Sen. Jean Hunhoff, who voted for the bill, later expressed a similar sentiment.

"This bill was brought by Sen. Brent Hoffman. He brought three bills, two of

them died, and so he came back with this bill as sort of a last-ditch effort to try to get something in the school system," she told the Press & Dakotan. "When it was presented in the Senate and discussed, it was said that there had been a request out there, that there were schools that were asking for this."

Also, the debate touched on the fact that if SB 203 were passed, final decision-making authority regarding firearms in the schools would be left to school officials, Hunhoff said.

Since the options presented in SB 203 did not mandate anything to the schools, offered flexibility to school districts and left ultimate control with school districts, Hunhoff said, at the time, she supported it.

"Never in the discussion that we had on the Senate floor was (it mentioned) that the school boards already had the authority to do this and that this was not going to change anything," she said. "After the vote, I learned that the school board always had the authority."

Had that come up in the Senate discussion, Hunhoff said she would have voted against the bill because it did not add anything to the legislation that was already in place.

"In the Yankton School District we are very fortunate," Kindle said. "We have school resource officers along with a great deal of respect, trust and confidence in all of our local law enforcement, to provide school safety."

Severe Weather Brings Danger Of Downed Power Lines

COLUMBUS, Neb. — During Severe Weather Awareness Week, Nebraska Public Power District (NPPD) wants to remind customers to be vigilant of downed power lines.

Severe storms with tornadoes, high winds, or ice can damage power poles and power lines, leaving them broken or lying on the ground.

"Nebraskans are used to seeing severe storms this time of year, but when those storms hit, it's important to remember the dangers downed power lines pose," said NPPD Vice President of Energy Delivery Scott Walz. "If someone comes upon a damaged power line laying across the ground, a vehicle, or some other area, it's important they stay away. The line, or the ground around the line, could be charged with electricity and getting too close could result in serious or fatal injury."

If an individual notices a damaged power line during a storm, they should call 911 or their local utility, who will dispatch professionals to de-energize and safely repair the line.

If you are in a car and a power line or power pole has fallen on it, stay in the car until utility personnel arrive on the scene. If remaining in the car is not an option due to a fire or other unsafe conditions jump clear of the vehicle so that you land upright with your feet reaching the ground at the same time, and then shuffle away from the area.

Safety tips and precautions during a power outage can be found at Electrical Safety (nppd.com).

trauma of having their loved one go missing without a trace.

"This day respects and honors their grief," the bill reads.

Oct. 17 coincides with the same date in 2000 when Gina Bos went missing after leaving an open mic night at Duggan's Pub in downtown Lincoln. She hasn't been seen since.

The bill also included provisions from State Sen. Terrell McKinney of Omaha to recognize May 19, the birthday of the Omaha-born human rights leader Malcolm X, as El-Hajj Malik El-Shabazz, Malcolm X Day.

McKinney had pushed for a state holiday, while the alternative measure calls for suitable exercises in schools in recognition of the Nebraska Hall of Fame inductee and "his contributions to the betterment of society." LB 1102 passed 42-0.

Nebraska Examiner is part of States Newsroom, a nonprofit news network supported by grants and a coalition of donors as a 501(c)(3) public charity. Nebraska Examiner maintains editorial independence. Contact Editor Cole Folsom for questions: info@nebraskae Examiner.com. Follow Nebraska Examiner on Facebook and Twitter.

payouts didn't actually drop. Instead, he said, the method of calculating payments changed in that time frame.

"ViaPath paid a lump sum payment of \$288,057.20 for the difference in those months," Winder said. "That payment is not included in the cost recovery reports we sent because those are monthly totals."

Adding the lump sum payment to the monthly payments puts the total for known communication service commissions for the past three years at \$1,252,812.

Winder did not immediately respond to a follow-up question on any other additional commission revenue that may have been collected since February 2021.

South Dakota Searchlight is part of States Newsroom, a nonprofit news network supported by grants and a coalition of donors as a 501(c)(3) public charity. South Dakota Searchlight maintains editorial independence. Contact Editor Seth Tupper for questions: info@southdakotasearchlight.com. Follow South Dakota Searchlight on Facebook and Twitter.

2010 Legal and Public Notices

Any interested person may file a comment on the application with the Chief Engineer. The comment shall be filed on a form provided by the Chief Engineer and is available online at <https://dnr.sd.gov/public> or by calling (605) 773-3352 or writing the Chief Engineer at the address provided above. Filing a comment does not make the commenter a party of record or a participant in any hearing that may be held. Any comment must be filed by April 15, 2024.

If the applicant does not contest the recommendation of the Chief Engineer and no petition to oppose the application is received, the Chief Engineer shall act on the application pursuant to the recommendation with no hearing held before the Water Management Board. If a petition opposing the application or contesting the recommendation is filed, then a hearing will be scheduled, and the Water Management Board will consider this application. Notice of the hearing will be given to the applicant and any person filing a petition.

Published once at the total approximate cost of \$40.32 and can be viewed free of charge at www.sd-publicnotices.com

Published April 5, 2024.

NOTICE OF APPLICATION NO. 8828-3 to Appropriate Water

Notice is given that Robert P. Walsh, 47884 County Rd 1B, Elk Point SD 57025 has filed an application for a water permit to appropriate 3.56 cubic feet of water per second from two wells, one existing Dakota Aquifer well, and a proposed well to be completed into the Dakota Aquifer (approximately 494 feet deep) located in the SE 1/4 NE 1/4 Section 7 (proposed well) and SE 1/4 NW 1/4 Section 8 (existing well) for irrigation of 352 acres located in the E 1/2 E 1/2, W 1/2 SE 1/4, SW 1/4 NE 1/4 Section 7, W 1/2 Section 8; all in T95N-R51W. This site is located approximately 4 miles southeast of Centerville SD.

Pursuant to SDCL 46-2A-2, the Chief Engineer recommends APPROVAL of Application No. 8828-3 with qualifications because 1) unappropriated water is available, 2) existing domestic water uses and water rights will not be unlawfully impaired, 3) it is a beneficial use of water, and 4) it is in the public interest as it pertains to matters within the regulatory authority of the Water Management Board. The Chief Engineer's recommendation with qualifications, the application, and staff report are available at <https://dnr.sd.gov/public> or contact Ron Dunnell for this information, or other information, at the Water Rights Program address provided below.

Any person interested in opposing this application or recommendation shall allege that the application, upon approval, will cause injury to the person that is unique from any injury suffered by the public in general. The injury must concern a matter either within the regulatory authority found in SDCL 46-2A-9 for approval or denial of the application, or other matter concerning the application within the regulatory authority of the board to act upon as defined by SDCL 46-2-9 and 46-2-11, or both. Any person meeting the petitioner requirements and wishing to be a party of record in a contested case hearing shall file a written petition to oppose the application with BOTH the applicant and Chief Engineer. A petition opposing the application shall be filed on a form provided by the Chief Engineer. The petition form is available online at <https://dnr.sd.gov/public> or by contacting the Chief Engineer. The Chief Engineer's address is "Water Rights Program, Foss Building, 523 E Capitol, Pierre SD 57501" or call (605) 773-3352. The applicant's mailing address is given above. If contesting the Chief Engineer's recommendation, the applicant shall also file a petition. A petition filed by either an interested person or the applicant must be filed by April 15, 2024.

The petition shall include a statement describing the unique injury upon approval of the application on the petitioner, the petitioner's reasons for opposing the application, and the name and mailing address of the petitioner or the petitioner's legal counsel, if legal counsel is obtained.

Any interested person may file a

2010 Legal and Public Notices

the applicant and any person filing a petition.

Published once at the total approximate cost of \$40.96 and can be viewed free of charge at www.sd-publicnotices.com

Published April 5, 2024.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, at 7:05 P.M. on the 9th day of April, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota. Tom Brady is requesting to rezone three parcels that are Dual Zoned Low Density Rural Residential District (L.R.) AND Rural Transitional District (RT) to Low Density Rural Residential District (LD) per Article 18 Section 1809 and Article 20 Section 2003. Said properties are legally described as the Lot A in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), AND The South one-half (S1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4), and the East Sixteen and one-half (E16 1/2) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), AND The North Six Hundred Sixty Feet (N660') of the West Four Hundred Feet (W400') of the South Half (S1/2) of Government Lot Ten (10). All in Section 13, Township Ninety-three (93), Range Fifty-five (55), Yankton County, South Dakota. E-911 address for applicant is 265 Antler Drive, Yankton, South Dakota.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, at 7:10 P.M. on the 9th day of April, 2024 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota. Ryan List is requesting to rezone a lot in a Low Density Rural Residential District (RL) to a Moderate Density Rural Residential District (R2) per Article 18 Section 1809 and Article 20 Section 2003. Said property is legally described as Page Addition, in the E1/2 of the SW1/4 of Section 10, T93N, R56W of the 5th P.M., Yankton County, South Dakota.

Published twice at the total approximate cost of \$39.75 and can be viewed free of charge at www.sd-publicnotices.com

Published March 29 & April 5, 2024.

STATE OF SOUTH DAKOTA

COUNTY OF YANKTON

IN CIRCUIT COURT

FIRST JUDICIAL CIRCUIT

IN THE MATTER OF THE

ESTATE

OF

CLARENCE M. VOGT, Deceased.

PRO. 24-000014

NOTICE TO CREDITORS

Notice is given that on the 22nd day of March 2024, Darcy Kleinschmidt, whose address is 2401 Valli Hi Road, Norfolk, NE 68701, was appointed as Personal Representative of the Estate of Clarence M. Vogt.

Creditors of Decedent must present their claims within four months after the date of the first publication of this notice or their claims may be barred.

Claims may be delivered or mailed to the Personal Representative or may be filed with the Clerk with a copy of the claim mailed to the Personal Representative.

Mallory K. Schulte
Mallory K. Schulte
BIRMINGHAM & CWAUGH LAW
OFFICES, PLLC
202 W. 2nd Street
Yankton, SD 57078
605-260-4747
mallory@bncwacwlaw.com
Attorney for Personal Representative

Biden Warns Netanyahu About Future US Support

BYAAMER MADHANI
AND ZEKE MILLER
Associated Press

WASHINGTON — President Joe Biden issued a stark warning to Israeli Prime Minister Benjamin Netanyahu on Thursday that future U.S. support for Israel's Gaza war depends on the swift implementation of new steps to protect civilians and aid workers.

Biden and Netanyahu's roughly 30-minute call just days after Israeli airstrikes killed seven food aid workers in Gaza added a new layer of complication to the leaders' increasingly strained relationship. Biden's message marks a sharp change in his administration's steadfast support for Israel's war efforts, with the U.S. leader for the first time threatening to rethink his backing if Israel doesn't change its tactics and allow much more humanitarian aid into Gaza.

The White House would not specify what could change about U.S. policy, but it could include altering military sales to Israel and America's diplomatic backup on the world stage.

Netanyahu's office said early Friday that his Security Cabinet has approved a series of "immediate steps" to increase the flow of humanitarian aid into Gaza. Including the reopening of a key crossing that was destroyed in the Oct. 7 Hamas attack.



Biden



Netanyahu

Administration officials had said before that announcement that the U.S. would assess whether the Israeli moves go far enough.

Biden "made clear the need for Israel to announce and implement a series of specific, concrete, and measurable steps to address civilian harm, humanitarian suffering, and the safety of aid workers," the White House said in a statement following the leaders' call. "He made clear that U.S. policy with respect to Gaza will be determined by our assessment of Israel's immediate action on these steps."

Biden also told Netanyahu that reaching an "immediate ceasefire" in exchange for the estimated 100 hostages that are still being held in Gaza was "essential" and urged Israel to reach such an accord "without delay," according to the White House. Administration officials described the conversation as "direct" and "honest."

Elections

From Page 1

will be held between Roy Hull and Sheldon Lee for a three-year term.

• **GAYVILLE-VOLIN:** No school board election, as incumbent Stacy Barta filed unopposed for the one vacant position.

• **IRENE:** The city will not hold an election this year.

• **LESTERVILLE:** No city election as no certificates of nomination were filed for the vacancies. Appointments will be made for the three positions: one trustee each for a 3-year term, 2-year term and 1-year term.

• **MARION:** For school board, voters will fill two vacancies from among a four-candidate field that includes incumbents Scott Tieszen and Jared Schmidt and challengers Kyle Gossen and Dave Pankratz.

• **MENNO:** The school district will not hold an election, as newcomer Jackie Vaith filed unopposed for the 3-year term.

No city election this year, as three incumbents filed unopposed for reelection: Darrell Mehrlin for a two-year term as mayor; Jerry Fischer for a two-year term from Ward II; and George for a two-year term from Ward III.

In Ward III, Amber Cross filed a petition for the one-year term now held by incumbent John Huber, who did not file a petition.

In Ward I, a vacancy exists because incumbent Scott Simonsen didn't file a petition for another term.

• **MISSION HILL:** In the city election, Jess Trump filed unopposed for another three-year term on the board of trustees.

• **SCOTTLAND:** In the city election, the Ward I race for a two-year term pits incumbent Dennis Bletz and challenger Kelli King.

• **SPRINGFIELD:** No city election as the following candidates filed uncontested: Mayor, Scott Kostal for a two-year term; Ward I, Steve Mueller; Ward II, Katlyn Burch; and Ward III, Cheryl Ludens, all for two-year terms.

One vacancy remains in Ward I for a one-year term.

• **TABOR:** In the city election, Jerry Stibral, Linda Barnes and Lavonne Scheffer are running for the 3-year term on the board of trustees.

• **TRIPP:** No city election, as Cody Fischer filed unopposed for Ward II alderman for a two-year term.

• **TRIPP-DELMONT:** The school board has two new

No Labels Won't Run A 3rd-Party Campaign

NEW YORK (AP) — The No Labels group said Thursday it will not field a presidential candidate in November after strategists for the bipartisan organization failed to attract a high-profile centrist willing to seize on the widespread dissatisfaction with President Joe Biden and Donald Trump.

"No Labels has always said we would only offer our ballot line to a ticket if we could identify candidates with a credible path to winning the White House," Nancy Jacobson, the group's CEO, said in a statement sent out to allies. "No such candidates emerged, so the responsible course of action is for us to stand down."

The unexpected announcement further cements the general election matchup between the two unpopular major party candidates, Biden and Trump, leaving anti-vaccine activist Robert F. Kennedy Jr., as the only prominent outsider still seeking the presidency. Kennedy said this week that he had collected enough signatures to qualify for the fall ballot in five states.

No Labels' decision, which comes just days after the death of founding chairman Joe Lieberman, caps months of discussions during which the group raised tens of millions of dollars from a donor list it has kept secret. It was cheered by relieved Democrats who have long feared that a No Labels' ticket would fracture Biden's coalition and help Trump, the presumptive Republican nominee.

The *Wall Street Journal* first reported No Labels' decision.

Judge Rejects Trump Request For Dismissal

WASHINGTON (AP) — A federal judge refused Thursday to throw out the classified documents prosecution against Donald Trump, turning aside defense arguments that a decades-old law permitted the former president to retain the sensitive records after he left office.

Lawyers for Trump had cited a 1978 statute known as the Presidential Records Act in demanding that the case, one of four against the presumptive Republican nominee, be tossed out before trial. That law requires presidents upon leaving office to turn over presidential records to the federal government but permits them to retain purely personal papers.

Prosecutors on special counsel Jack Smith's team countered that that law had no relevance to a case concerning the mishandling of classified documents and said the records Trump is alleged to have hoarded at his Mar-a-Lago estate were unquestionably presidential records, not personal files, and therefore had to be returned to the government when Trump left the White House in January 2021.

U.S. District Judge Aileen Cannon, who heard arguments on the matter last month, permitted the case to proceed in a three-page order that rejected the Trump team claims. She wrote that the 40-count indictment against Trump makes "no reference to the Presidential Records Act" nor does it "rely on that statute for purposes of stating an offense."

The ruling by represents a modest win for Smith's team, which has been trying to push the prosecution forward to trial this year while also expressing growing frustration, including earlier this week, with Cannon's oversight of the case. Other Trump motions to dismiss the indictment remain unresolved by the judge, the trial date is in flux, and additional legal disputes have slowed the progress of the case.

Trump: Israel Must Get Gaza War Over 'Fast'

NEW YORK (AP) — Former President Donald Trump offered a tough message to Israel over its war against Hamas on Thursday, urging the country to: "Get it over with."

In an interview with conservative radio host Hugh Hewitt, Trump said that Israel is "absolutely losing the PR war" and called for a swift resolution to the bloodshed.

"Get it over with and let's get back to peace and stop killing people. And that's a very simple statement," Trump said. "They have to get it done. Get it over with and get it over with fast because we have to — you have to get back to normalcy and peace."

The presumptive GOP nominee, who has criticized President Joe Biden for being insufficiently supportive of Israel, also appeared to question the tactics of the Israeli military as the civilian death toll in Gaza continues to mount. Since Hamas militants attacked Israel on Oct. 7, Israel's military has battered the territory, killing more than 30,000 Palestinians, according to the Gaza Health Ministry, and creating a humanitarian catastrophe.

"I'm not sure that I'm loving the way they're doing it, because you've got to have victory. You have to have a victory, and it's taking a long time," Trump said.

UK Jurists Call To Stop Arms Sales To Israel

LONDON (AP) — More than 600 British jurists, including three retired judges from the U.K. Supreme Court, are calling on the government to suspend arms sales to Israel, piling pressure on Prime Minister Rishi Sunak after the deaths of three U.K. aid workers in an Israeli strike.

Britain is just one of a number of Israel's longstanding allies whose governments are under growing pressure to halt weapons exports because of the toll of the six-month-old war in Gaza.

In an open letter to Sunak published last Wednesday, the lawyers and judges said the U.K. could be complicit in "grave breaches of international law" if it continues to ship weapons.

Signatories, including former Supreme Court President Brenda Hale, said Britain is legally obliged to heed the International Court of Justice's conclusion that there is a "plausible risk of genocide" in Gaza.

The letter said the "sale of weapons and weapons systems to Israel ... falls significantly short of your government's obligations under international law."

Heavy, Wet Snow Bears Down On Northeast

NEW YORK (AP) — A major spring storm brought heavy snow, rain and high winds to the Northeast into Thursday, downing trees and power lines and leaving nearly 700,000 homes and businesses without power at some point. A woman was reported killed by a falling tree in a New York City suburb.

Two feet of snow is possible in parts of northern New England by Thursday evening, with wind gusts of 50 to 60 mph (80 to 97 kph) in coastal areas as well as inland, according to the National Weather Service.

MEETING (ENTITY): PLANNING COMMISSION REGULAR OR SPECIAL MEETING: Regular
DATE: 4/9/2024 TIME: 7PM LOCATION: COMMISSION CHAMBERS

STAFF ATTENDANCE: Conkling

ROLL ☒ BARKL ☒ LOEST ☒ KETTERING ☒ HUMMEL ☐ NELSON ☒ WELSH ☒ CLARK

CALL:

APPROVAL OF MINUTES: MOTION BY: Loest SECOND BY: Kettering

PLANNING: ☒ BARKL ☒ LOEST ☒ KETTERING ☒ HUMMEL ☐ NELSON ☒ WELSH ☒ CLARK

APPROVAL OF AGENDA: MOTION BY: Loest SECOND BY: Kettering

PLANNING: ☒ BARKL ☒ LOEST ☒ KETTERING ☒ HUMMEL ☐ NELSON ☒ WELSH ☒ CLARK

Approve amended agenda passed 6-0 (Remove Schenk-Lake Forest lots 12-15 plat)

AGENDA ITEM: Reorganization of Planning Commission

ADDRESS/LEGAL: _____

COMMENTS: _____

MOTION: **Chair – Barkl nominated by Kettering, second by Clark – 6-0 in favor of Barkl**
Vice-Chair – Welsh nominated by Loest, second by Kettering – 3 votes
Hummel nominated by Hummel, second by Barkl - 2 votes
Loest, Kettering, Hummel voted for Welsh Welsh and Barkl voted for Hummel
Clark Abstained Welsh approved as Vice-Chair

APPROVAL: MOTION BY: _____ SECOND BY: _____

PLANNING: ☐ BARKL ☐ LOEST ☐ KETTERING ☐ HUMMEL ☐ NELSON ☐ WELSH ☐ CLARK

AGENDA ITEM: Brady – Rezone 05.013.400.150

ADDRESS/LEGAL: Applicant is requesting to rezone three parcels that are Dual Zoned Low Density Rural Residential District (LC) AND Rural Transitional District (RT) to Low Density Rural Residential District (LD) per Article 18 Section 1809 and Article 20 Section 2003. Said properties are legally described as Lot A in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), **AND** The South one-half (S1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4), and the East Sixteen and one-half Feet (E16 ½') of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), **AND** The North Six Hundred Sixty Feet (N660') of the West Four Hundred Feet (W400') of the South Half (S1/2) of Government Lot Ten (10), All in Section 13, Township Ninety-three (93), Range Fifty-five (55), Yankton County, South Dakota. E-911 address for applicant is 265 Antler Drive, Yankton, South Dakota

COMMENTS: None

COMMENTS:

MOTION: **Removed from agenda**

APPROVAL: MOTION BY: _____ SECOND BY: _____
PLANNING: ☐ BARKL ☐ LOEST ☐ KETTERING ☐ HUMMEL ☐ NELSON ☐ WELSH ☐ CLARK

AGENDA ITEM: **Reade – Plat 05.010.125.100**

ADDRESS/LEGAL: A Replat of Tract 1, Reade Addition, in the SE1/4 of the NE1/4 of Section 10, T93N, R55W of the 5th P.M., Yankton County, South Dakota. Hereafter to be known as: Tract 2, Reade Addition, in the SE1/4 of the NE1/4 of Section 10, T93N, R55W of the 5th P.M., Yankton County, South Dakota

COMMENTS: None

MOTION: **Approve as presented
Passed 6-0**

APPROVAL: MOTION BY: Loest SECOND BY: Kettering
PLANNING: ☒ BARKL ☒ LOEST ☒ KETTERING ☒ HUMMEL ☐ NELSON ☒ WELSH ☒ CLARK

AGENDA ITEM: **List – Plat 13.001.400.615**

ADDRESS/LEGAL: Plat of lots 1-5 in Paige Addition, in the E1/2 of the Sw1/4 of Section 10, T93N, R56W of the 5th P.M., Yankton County, South Dakota

COMMENTS: None

MOTION: **Approve as presented
Passed 6-0**

APPROVAL: MOTION BY: Loest SECOND BY: Kettering
PLANNING: ☒ BARKL ☒ LOEST ☒ KETTERING ☒ HUMMEL ☐ NELSON ☒ WELSH ☒ CLARK

AGENDA ITEM: **Dumont Holdings, LLC – Plat 13.013.400.010**

ADDRESS/LEGAL: Plat of Lots 9, 10, 11, 12, 13 and 14, Forest Lake Subdivision, in the NW1/4 of the NE1/4 of Section 13, T93N, R57W of the 5th P.M., Yankton County, South Dakota

MOTION: _____

APPROVAL: _____ MOTION BY: _____ SECOND BY: _____
PLANNING: ☐ BARKL ☐ LOEST ☐ KETTERING ☐ HUMMEL ☐ NELSON ☐ WELSH ☐ CLARK

AGENDA ITEM: _____
ADDRESS/LEGAL: _____
COMMENTS: _____

MOTION: _____

APPROVAL: _____ MOTION BY: _____ SECOND BY: _____
PLANNING: ☐ BARKL ☐ LOEST ☐ KETTERING ☐ HUMMEL ☐ NELSON ☐ WELSH ☐ CLARK

Action 22448D: A motion was made by Loest and seconded by Fox to recess the regular session and convene as Ditch Board. All present voted aye; motion carried.

Chairman Healy presented bids for work to be done on the Clay Creek and Yankton Clay Ditches. The Engineer's Estimate was \$171,000.00. Bids were received from Wieman Construction, LLC in the amount of \$137,750.00 and Two Rivers in the amount of \$144,207.77.

Action 22449D: A motion was made by Fox and seconded by Loest to approve the bid from Wieman Construction, LLC for \$137,750.00. All present voted aye; motion carried, 5-0.

Action 22450C: A motion was made by Loest and seconded by Fox to recess the Ditch Board and reconvene in regular session. All present voted aye; motion carried, 5-0.



We listen. We solve.™

Clay Creek Ditch Cleanout and Yankton-Clay Ditch Cleanout

Yankton County, South Dakota

UEI Project number R22.21343

I hereby certify that the Bidding Documents, General Requirements, and Technical Specifications indicated in the Table of Contents, were prepared by my or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of South Dakota.

Signature

Bradley D. Stangohr

Typed or Printed Name

Date

5382

Reg. No.

Ulteig Engineers, Inc.

**Bismarck • Cedar Rapids • Denver • Detroit Lakes
Fargo • Sioux Falls • St. Paul • Williston**

October, 2022

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TECHNICAL SPECIFICATIONS

DRAWINGS



22.21343

NOTICE TO BIDDERS

Sealed bids will be received by the Clay County Auditor, 211 W. Main St., Suite 200, Vermillion, SD 57069 up to 9:15 AM, Thursday, November 10, 2022, at which time they will be publicly opened and read aloud, for furnishing all labor, materials, and all else necessary for the construction of the Yankton-Clay Ditch Cleanout and Clay Creek Ditch Cleanout in Yankton County SD. The bids will be considered by the Board of County Commissioners on November 15, 2022 @ 10:00 AM.

All bids shall be made on the bid packet included in the project manual.

The Project includes the following work:

1. Channel Obstruction Removal
2. Tree and Brush Removal

The work on the proposed improvements is to be entirely completed by December 1, 2023.

Each bid shall be accompanied by a bidder's security as described. The Successful Bidder will be required to provide Payment and Performance Bonds as described in the Bidding Documents.

Bidding Documents may be examined at the following locations:

Ulteig Engineers
5701 South Corporate Place
Sioux Falls, SD 57108
Phone – (605) 323-6036

The Bidding Documents may also be examined at the Sioux Falls Builders Exchange and Plains Builds Exchange in Sioux Falls, South Dakota.

All bids shall be sealed, shall contain a deposit of the type specified, and may be filed with the Clay County Auditor during normal office hours or hand carried to the meeting prior to the scheduled bid opening, as specified above.

Yankton County reserves the right to reject any or all bids and to waive informalities.

Patty Hojem – Yankton County Auditor

Publishing Dates: October 27 & November 3, 2022

00200 - INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Bidder* – One who submits a bid directly to Owner as distinct from a sub-bidder, who submits a bid to a bidder.
 - B. *Issuing Office* – The office from which the Bidding Documents are to be issued.
 - C. *Successful Bidder* – The lowest, responsible and responsive bidder to whom Owner (on the basis of Owner's evaluation, as hereinafter provided) makes an award.
 - D. *Owner* – Shall mean **Yankton County, South Dakota**
 - E. Other terms used in the bidding documents and not defined elsewhere have the following meanings, which are applicable to both singular and plural thereof:
 - 1. *Base Bid* - Is the sum stated in the bid for which the bidder offers to perform work described in the bidding documents as Base, to which work may be added or from which work may be deleted for sums stated in the alternate bids.
 - 2. *Alternate Bid or Alternate* – Is the amount stated in the bid to be added or deducted from the Base Bid, if corresponding change in work, as described in the bidding documents, is accepted.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- 3.02 Bidders shall comply with the Equal Opportunity Clause published at 41 CFR Part 60 and Executive Orders 11246, 11518, and 11625, as amended. This requires Bidders will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- 3.03 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.
- B. Bidder may conduct subsurface testing investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary

Conditions, especially with respect to Technical Data in such reports and drawings, **(No Known Reports Available)** and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings; **(No Known Reports Available)**

- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE (*NOT USED*)

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 **A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates)**

and in the form of a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions. In lieu thereof, a Bid may be accompanied by certified check, cashier's check, or bank draft in an amount equal to five (5) percent of the Bidder's Maximum Bid Price. Such check shall be certified or issued by either a state or national bank and be payable to the Owner.

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or **30** days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS (NOT USED)

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

- 14.01 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the

Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title, the name and address of Bidder, acknowledging addendums if applicable and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.”
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Bidding Documents.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful

Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions. SURETY DEPOSITS (*Not USED*)

**ARTICLE 22 – MINORITY AND WOMENS BUSINESS ENTERPRISES, SMALL BUSINESSES IN RURAL AREAS
(*NOT USED*)**

ARTICLE 23 – NON-DISCRIMINATION IN EMPLOYMENT (*NOT USED*)

ARTICLE 24 – RESPONSIBLE CONTRACTOR

- 24.01 See Bid Attachment Section 00416, Responsible Contractor Verification and Certification of Compliance, and Attachment 1, First-Tier Subcontractor List, Section 00416. The Prime Contractor Bidder must submit the Bid Attachment Section 00416 and Attachment 1 with their response to this solicitation. The Prime Contractor shall submit a supplemental verification list naming all additional Subcontractors which verifies the subcontractors have certified they are in compliance within 14 days of retaining the additional Subcontractors (See Attachment 2, Additional Subcontractor List, Section 00416). Upon request from the Owner, the Prime Contractor shall submit copies of the signed certifications of compliance from all Subcontractors of any tier.

ARTICLE 25 – WAGE DETERMINATIONS (*NOT USED*)

SECTION 00410 – BID FORM

**Clay Creek Ditch Cleanout and
Yankton-Clay Ditch Cleanout**

Yankton County, South Dakota

UEI Project number R22.21343

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Clay County Auditor
211 W. Main St., Suite 200
Vermillion, SD 57069

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **30** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Asbestos-Containing Materials Statement

A. **In accordance with the provisions of SDCL 34-44-8, all Bidders are hereby notified that this project does not involve asbestos-containing materials. Bidders are further instructed that no asbestos-containing materials are to be installed in this project.**

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, **(No known reports available)** and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings **(No known reports available)**.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SEE ATTACHED SCHEDULE OF PRICES (Section 00411)

Unit prices have been computed in accordance with Paragraph 13.03 of the General Conditions and Paragraph SC-13.03 of the Supplementary Conditions.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Schedule of Bid Prices (00411)
 - B. Schedule of Subcontractors, Suppliers and References (00412)
 - C. Required Bid Security

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER:

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

State Contractor's License No.: _____

(where applicable)

Contractor: _____

SECTION 00411 - SCHEDULE OF PRICES

Bid Letting: Tuesday, November 8, 2022

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No.	Item	Amount	Unit	Unit Price	Total
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Clay Creek Ditch Cleanout - Yankton County

1	Mobilization	Lump Sum	LS		
2	Remove Obstruction	5	Each		
3	Remove Trees and Brush, 452nd Ave. to 451st Ave.	Lump Sum	LS		
4	Remove Trees and Brush, 451st Ave to 450th Ave.	Lump Sum	LS		
5	Seed and Mulch Disturbed Soil	Lump Sum	LS		

Yakton-Clay Ditch Cleanout - Yankton County

1	Mobilization	Lump Sum	LS		
2	Remove Obstruction	12	Each		
3	Remove Trees and Brush, SD 50 to 450th Ave.	Lump Sum	LS		
4	Remove Trees and Brush 450 th Ave. to 312th St.	Lump Sum	LS		
5	Remove Trees and Brush, 312th St. to 451st Ave.	Lump Sum	LS		
6	Remove Trees and Brush, 451st Ave. to 313th St.	Lump Sum	LS		
7	Remove Trees and Brush, 313th St. to 452nd Ave.	Lump Sum	LS		
8	Seed and Mulch Disturbed Soil	Lump Sum	LS		

Total = _____

SECTION 00412 – SCHEDULE OF SUBCONTRACTORS, AND SUPPLIERS**PART 1 – GENERAL**

- 1.1. The following information must be completed and submitted with the bid. Failure to complete and submit this form with the bidding documents may result in rejection of the bid. Changes to the information listed in the subsequent sections may only be made with the approval of the Engineer.

PART 2 – SUBCONTRACTORS

- 2.1. List all subcontractors which will be performing any work on the project:

Type of Work	Name of Subcontractor	Phone Number

PART 3 – SUPPLIERS

- 3.1. List the name of manufacturers/suppliers who will be furnishing significant equipment and or materials for the project:

Equipment/Material	Manufacturer/Supplier	Phone Number

END OF SECTION



22.21343

SECTION 00413 – AFFIDAVIT OF NONCOLLUSION

State of South Dakota

Instructions: Please return your completed form as part of the Response submittal.

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding;
3. That, to the best of my knowledge and belief the contents of this proposal have not been communicated by the bidder or by any of his employees or agents to any person who is not an employee or agent of the bidder, or of the surety on any bond furnished with the proposal, and will not be communicated to any person who is not an employee or agent of the bidder, or of the said surety prior to the official opening of the proposal, and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature _____

Responder's firm
name: _____

Print authorized representative
name: _____

Title: _____

Authorized
signature: _____

Date
(mm/dd/yyyy): _____

Notary Public

Subscribed and sworn to before me this:

_____ day _____,
of _____

Notary Public signature

Commission expires (mm/dd/yyyy)

SECTION 00414 – CORPORATE/PARTNERSHIP AUTHORIZING RESOLUTION

[FOR CORPORATE CONTRACTOR]

CORPORATE AUTHORIZING RESOLUTION

The following resolution was adopted by the governing Board of

[*insert corporate name of contractor],

a Corporation under the laws of the State of _____
[*insert name of the state in which Contractor is incorporated],

pursuant to motion duly made, seconded and carried at a lawful meeting of its Board held on

_____ by a quorum of the Board:

RESOLVED, THAT

* _____
* _____

[* Identify the named persons and their offices such as "John Doe, President"; or "John Doe and Jane Doe, the President and Secretary"; or "Jane Doe, Vice President"; or otherwise, as provided by your authorizing resolution as adopted.]

of the Corporation is/are hereby authorized by the Corporation's governing Board to execute all bid documents, bonds, contracts and associated or related documents on behalf of the corporation.

Corporate Secretary

Dated: _____

SECTION 00414 – CORPORATE/PARTNERSHIP AUTHORIZING RESOLUTION

[FOR PARTNERSHIP CONTRACTOR]

PARTNERSHIP AUTHORIZING RESOLUTION

The following resolution or authority was adopted by and for the

[*insert name of the partnership],

a Partnership under the laws of the State of _____

[*insert name of the state under whose laws the contractor is a partnership]

pursuant to a motion or agreement duly adopted at a lawful meeting of its partners or governing authority held on _____ by the necessary number of persons required to adopt the resolution or grant the authority:

RESOLVED, THAT

*

*

[* Identify the named persons and their positions in the partnership, as required by the motion or agreement, such as "John Doe, Partner"; or "John Doe and Jane Doe, Partners"; or "Jane Doe, Managing Partner"; or otherwise, as provided by your authorizing motion or agreement as adopted.]

of the partnership is/are hereby authorized by the Partnership to execute all bid documents, bonds, contracts and associated or related documents on behalf of the Partnership.

Partner/Partnership Secretary *

* (strike one or change as appropriate)

Dated: _____

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) Surety's Name and Corporate Seal (Seal)

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

Print Name Print Name

Title Title

Attest: _____ Attest: _____
Signature Signature

Title Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PENAL SUM FORM



22.21343

Notice of Award

Dated _____

Project:	Owner:	Owner's Contract No.:
Contract:	Engineer: Ulteig Engineers, Inc.	Engineer's Project No.:
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

TO BIDDER: You are notified that Owner has accepted your Bid dated _____, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Clay Creek Ditch and Yankton-Clay Ditch, Yankton County

The Contract Price of your Contract is: \$ _____ subject to the provisions in the General Conditions regarding unit prices.

1 copies of each of the proposed Contract Documents accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

1 sets of the Drawings and Project Specifications also accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to the Owner 1 counterparts of the Contract Documents, fully executed by Bidder.
2. Deliver with the executed Contract Documents the required Performance and Payment Bonds as specified in the Instructions to Bidders and General Conditions, Articles 2 and 8.
3. Deliver with the executed Contract Documents the required certificates of insurance as specified in the Instructions to Bidders and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents, as indicated in Paragraph 2.02 of the General Conditions.

Yankton County, South Dakota

By: _____

Title: _____

Copy to Engineer

SECTION 00520 - FORM OF AGREEMENT (STIPULATED PRICE)

THIS AGREEMENT is by and between Yankton County, South Dakota ("Owner") and
____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CLAY CREEK DITCH CLEANOUT AND YANKTON-CLAY DITCH CLEANOUT, YANKTON COUNTY**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Channel obstruction Removal and Tree and Brush Removal.

ARTICLE 3 – THE ENGINEER

- 3.01 *ENGINEER*
- 3.02 The part of the Project that pertains to the Work has been designed by Ulteig Engineers, Inc.
- 3.03 The Owner has retained Ulteig Engineers, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before December 1, 2023 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 1, 2023.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner the amount indicated by Section 8.8 of the South Dakota Standard Specifications for Roads and Bridges, 2015 Edition, for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount indicated by Section 8.8 of the South Dakota Standard Specifications for Roads and Bridges, 2015 Edition, for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
- The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the final day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the location of the project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, **(No known reports available)** and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings **(No known reports available)**.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs;
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Condition.
 - 5. Supplementary Conditions.

6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of 11 sheets with each sheet bearing the following general title: Clay Creek Ditch Cleanout and Yankton-Clay Ditch Cleanout, Yankton County.
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid

and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on November 22, 2022 (which is the Effective Date of the Contract).

OWNER

CONTRACTOR:

Yankton County, South Dakota

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



22.21343

Section 00551 - Notice to Proceed

Dated _____

Project:	Owner:	Owner's Contract No.:
Contract:	Engineer: Ulteig Engineers, Inc.	Engineer's Project No.:
Contractor:		
Contractor's Address: (send Certified Mail, Return Receipt Requested)		

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20____.

On that date, Contractor shall start performing its obligations under the Contract Documents. No work shall be done at the Site prior to such date. In accordance with the Contract Documents, (1) the date of Substantial Completion is _____, and the date of readiness for final payment is _____.

Before starting any Work at the Site, Contractor must comply with the following:

Contractor and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance, which each is required to purchase and maintain in accordance with the Contract Documents.

County, South Dakota

Owner
By: _____
Authorized Signature

Title

Date

Copy to Engineer



22.21343

SECTION 00610 - PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for

performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

SECTION 00615 - PAYMENT BONDCONTRACTOR *(name and address):*SURETY *(name and address of principal place of business):*OWNER *(name and address):***CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description *(name and location):***BOND**

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL**SURETY**_____
(seal)

Contractor's Name and Corporate Seal

(seal)

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*_____
Print Name_____
Print Name_____
Title_____
Title

Attest: _____

Signature

Attest: _____

Signature

Title_____
Title

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.



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Certificate of Substantial Completion

Project:

Owner:

Owner's Contract No.:

Contract:

Engineer's Project No.:

This definitive Certificate of Substantial Completion applies to:

- ☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- ☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Substantial Completion Punch List



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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance

with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or

some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be

effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract

Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for

Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
 - D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with

respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in

question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2)

was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving

rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after

Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
 1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding

Supplementary Conditions, the parties required to be insured shall collectively be referred to as “insureds.”

2. be written on a builder’s risk “all risk” policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.
8. allow for the waiver of the insurer’s subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
 - C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
 - D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 - E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
 - F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to

the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier,

the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The Engineer’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner.

Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make

written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by

applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage,

injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.

- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in

the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such

other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable

direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.



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9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be

required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will

not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of

such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the

Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective

Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed

Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the

Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended

purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Application and Acceptance:*
 1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special

guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change

Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.



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18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800 - SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-1.01

Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1.01.21 Field Order: shall mean a written Work Order or Extra Work Order issued by the Engineer which requires minor changes in the work and is not deemed significant, in the opinion of the Engineer, and does not involve a change in the contract unit prices or contract times. A Work Order or Extra Work Order may be issued in a form selected by the Engineer but at a minimum will indicate the work directive, change in work, any additional costs, and signed by the Engineer and the contractor.

1.01.45 Substantial Completion: the time at which the work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the work (or a specified part thereof) is sufficiently complete, in accordance with the contract documents, so that the work (or a specified part thereof) can be utilized for the purposes for which it is intended. For lift stations and other work that requires electrical equipment and controls, the work shall not be considered sufficiently complete until all specified electrical and control equipment is operational. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to substantial completion thereof.

SC-2.02

Revise the first sentence of 2.02.A of the General Conditions to read as follows:

The Owner shall furnish up to five (5) printed or hard copies of the Drawings and Project Manual and one set in electronic format.

SC-2.03

Delete Paragraph 2.03.A of the General Conditions in its entirety and insert the following in its place:

At the time of the Pre-Construction Conference, the contractor shall submit the following for the Engineer's timely review:

- A. Written schedule outlining completion of the work;
- B. List of all subcontractors and suppliers with contact information; and
- C. Schedule of equipment and labor rates that may be used to determine compensation for Extra Work.

- D. Schedule of values for all the work which includes quantities and prices of items which when added together equal the contract price and subdivides the work into component parts in sufficient detail to serve as the basis for progress payments during performance of the work.

SC-2.05

Delete Paragraph 2.05.A of the General Conditions in its entirety and insert the following in its place:

Progress Schedules submitted in accordance with Paragraph 2.03.A will be reviewed at the time of the Pre-Construction Conference. Contractor shall have an additional ten (10) days to make corrections and adjustments, to complete, and re-submit the schedules. Upon request of the Engineer, the contractor shall update and re-submit the schedules at progress meetings or as otherwise requested. Progress payments may be withheld until acceptable schedules are submitted to the Engineer.

SC-3.03

Revise 3.03.B of the General Conditions to include the following provision:

2. The 2015 edition of the South Dakota of Transportation (SDDOT) Standard Specifications for Roads and Bridges is referenced at various locations throughout the contract documents. The provisions of the SDDOT Standard Specifications for Roads and Bridges shall apply except as amended by the contract documents. Precedence shall be given to the contract documents. In the event a particular construction related issue or material is not specifically addressed by the contract documents, the SDDOT Standard Specifications for Roads and Bridges shall govern.

SC-4.01

Delete Paragraph 4.01.A and insert the following:

The contract times shall commence to run on the date the Contractor actually starts work at the project site, or the date of the Notice to Proceed issued by the Engineer, whichever comes first. Notice to Proceed shall be issued at any time after the Effective Date of the Agreement solely at the discretion of the Owner. When allowed, the Contractor may set the date of the Notice to Proceed in accordance with the guidelines set forth elsewhere in the Contract Documents.

SC-4.03

Add the following after Paragraph 4.03.A:

- B. The requirements of SDDOT Section 5.8 shall apply.

SC-4.05

Add the following to 4.05 after Paragraph G:

- H. Normally experienced inclement weather is not considered as abnormal weather or an act of God. Extensions in Contract Time for abnormal weather shall be judged on the National Oceanic and Atmospheric Administration (NOAA) Local Climatological Data for the area in which the project is being constructed. NOAA calculated averages of record shall be considered normal weather. Contractor shall be responsible for obtaining, preparing and presenting the appropriate NOAA weather data to support and substantiate Contractor's request for an Extension in Contract Time for abnormal weather.

SC-5.03

Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. Reports and Drawings: No reports or drawings related to subsurface and physical conditions at the site were obtained by the Owner.

SC-5.05

Revise 5.05.A of the General Conditions to include the following provisions:

- 3. All utility companies were notified and asked to mark their utility services and mainlines. All underground utilities shown were marked by a utility company representative or taken from maps supplied to Ulteig Engineers, Inc. by the utility company at the time of the project survey/design. Ulteig Engineers, Inc. does not guarantee the completeness and/or accuracy of these locations. The subsurface utility information in these contract documents is Utility Quality Level D in accordance to the guideline of CI/ASCE 38-02, entitled, "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."
- 4. Contractor shall notify all utility companies for underground locations at least forty-eight (48) hours prior to beginning any construction operations. The Contractor shall also call the Gopher State One Call at 811 or 1-800-252-1166 requesting utility locations in the field.
- 5. Contractor shall comply with the requirements of SDDOT Section 5.6.

SC-5.06

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. Reports and Drawings: No reports or drawings related to hazardous environmental conditions at the site are known by the Owner.
- B. Not Used.

SC-6.03

Revise 6.03 of the General Conditions to include the following provisions:

- K. The limits of liability for the insurance required by paragraph 6.03 of the General Conditions shall provide coverages for not less than the following amounts or greater where required by laws and regulations:

6.03.A Workers' Compensation and related coverage under paragraphs 6.03.A.1-4 of the General Conditions:

(1)	State:	Statutory
(2)	Federal, if applicable (e.g. Longshoreman's):	Statutory
(3)	Employer's Liability:	
	Bodily injury, each accident	\$500,000
	Bodily injury by disease, each employee	\$500,000
	Bodily injury/disease aggregate	\$500,000

6.03.B and 6.03.C Contractor's Liability Insurance under Paragraphs 6.03.B and 6.03.C of the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of contractor:

- | | | |
|-----|---|-------------|
| (1) | General Aggregate (Except Products-Completed Operations) | \$2,000,000 |
| (2) | Products – Completed Operations Aggregate | \$2,000,000 |
| (3) | Personal and Advertising Injury (Per Person/Organization) | \$1,000,000 |
| (4) | Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| (5) | Property Damage Liability insurance will provide Explosion, Collapse, and Underground Coverages where applicable. | |

6.03.D Automobile Liability

Combined Single Limit (Bodily Injury and Property Damage)

\$1,000,000 Each Accident

6.03.E Umbrella or Excess Liability

General Aggregate \$2,000,000

Per Occurrence \$2,000,000

6.03.G Here list by name (not genre) other persons or entities to be included on policy as additional insureds:

Yankton County, South Dakota
Ulteig Engineers, Inc.

SC-6.05

Delete Paragraphs 6.05.A.2 of the General Conditions in its entirety and insert the following:

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

Delete Paragraph 6.05.A.7 of the General Conditions in its entirety.



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SC-7.02

22.21343

Revise 7.02.B of the General Conditions to read as follows:

Except as otherwise required for the safety or protection of persons, or the work, or property at the site or adjacent thereto, and except as otherwise stated in the contract documents, all work at the site shall be performed during regular working hours. Contractor will not permit the performance of work on a Sunday or any legal holiday without the Owner's written consent (which will not be unreasonably withheld) given after prior written notice to the Engineer.

SC-7.08

Delete Paragraph 7.08.A of the General Conditions in its entirety and insert the following in its place:

Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner may assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

SC-10.03.

Revise 10.03 of the General Conditions to include the following provision:

- B. Engineer shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist Engineer in observing performance of the work of contractor.

Through more extensive on site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of contractor; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures, or safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents and in particular the specific limitations set forth in paragraph 1.6 of the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of Engineer in Engineer's Agreement with the Owner and in the construction contract documents and are generally described as below:

1. RPR is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Engineer and contractor; keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.



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SC-13.03

22.21343

Paragraph 13.03 shall be revised to include the following:

- E. Additional compensation or changes to unit prices will not be made for escalation of fuel prices.

SC-14.02

Add the following to 14.02 after Paragraph F:

- G. The Contractor shall pay for tests and associated costs to the Owner that fail to meet the specified standards. All costs associated with failing tests shall be deducted from the contract and withheld from following payments which may be due the contractor.

SC-15.01

Revise 15.01.D. of the General Conditions to read as follows:

- D. Payment Becomes Due:
 - 1. Thirty (30) days after the presentation of the Application for Payment to Owner with Engineer's recommendation and funding agency concurrence, the amount recommended will (subject to the provisions of Paragraph 15.01.E) become due and will be paid by the Owner to the contractor.

SC-15.03

Add a new paragraph after Paragraph 15.03.F. of the General Conditions which is to read as follows:

- G. It shall be considered the responsibility of the contractor to request substantial completion(s). In the event the contractor does not request substantial completion of all or a portion of the project, the substantial completion date shall be considered the date on which the Owner issues final payment.

SC-15.08

Revise 15.08.C. of the General Conditions to read as follows:

- C. In special circumstances where a particular item of equipment is placed in continuous service before substantial completion of all the work, the correction period for that item may start to run from an earlier date if a separate substantial completion, in accordance with 15.04 of the General Conditions, was requested by the contractor and executed by all parties.

END OF SECTION

APPLICATION FOR PAYMENT				Contract No.:		
				Application for Payment No.:		
				Page: 1 of		
Owner:		Contractor:		Period of Estimate:		
				From:		
				To:		
CONTRACT CHANGE ORDER SUMMARY				ESTIMATE		
No.	Agency Approval Date	Amount		1. Original Contract..... \$ 2. Change Orders..... \$ 3. Revised Contract (1 + 2)..... \$ 4. Work Completed*..... \$ 5. Stored Materials*..... \$ 6. Subtotal (4 + 5)..... \$ 7. Ineligible Work*..... \$ 8. Adjusted Subtotal (6 – 7)..... \$ 9. Retainage*..... \$ 10. Previous Payments..... \$ 11. Amount Due (8 – 9 – 10)..... \$ <i>* Detailed breakdown attached</i>		
		Additions	Deductions			
TOTALS						
NET CHANGE						
Contract Time						
Original Substantial Completion Date:		Percent Contract Time Expired: % (to Final)		Contractor Is (Circle One): On Schedule		
Revised:		Percent of Work Completed: %		Ahead of Schedule		
Original Final Completion Date:		Percent of Contract Paid: %		Behind Schedule		
Revised:				If behind schedule, has Contractor been advised of liquidated damages clauses as outlined in the Contract? _____		
				Amount: _____		
If the project is behind schedule, has the Contractor been informed and are measures being taken to return to schedule (describe)? _____ _____						
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous payment estimates were issued and payments received from the Owner, and that current payments shown herein are now due. Contractor: _____ By: _____ Date: ____/____/____				ARCHITECT OR ENGINEER'S CERTIFICATION: The undersigned certifies that to the best of their knowledge and belief and to the extent of their assigned Contract responsibilities, the quantities shown in this estimate are correct and that the work has been performed in accordance with the Contract Documents. A/E: <u>ULTEIG ENGINEERS, INC.</u> By: _____ Date: ____/____/____		
Approved By Owner: Owner: <u>YANKTON COUNTY</u> By: _____ Date: ____/____/____						

Change Order No.

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

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

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

Increase from previously approved Change Orders No. 1
to No. :

Contract Price prior to this Change Order:

Increase of this Change Order:

Contract Price incorporating this Change Order:

CHANGE IN CONTRACT TIMES:

Original Contract

Times:

☐ Working days

☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

Increase from previously approved Change Orders
No. 1 to No. :

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

TECHNICAL SPECIFICATIONS (by Reference)

GENERAL

By this reference, the “**Standard Specification for Roads and Bridges**” – 2015 Edition (including revisions) as prepared by the South Dakota Department of Transportation shall be included in the Contract Documents and will be referred to as the Specifications.

AVAILABILITY

The Standard Specification for Roads and Bridges – 2015 Edition is available on the SDDOT Website <http://sddot.com/business/contractors/specs/2015specbook>.

COORDINATION OF CONTRACT DOCUMENTS

If any discrepancy exists between the “Standard Specification for Roads and Bridges” – 2015 Edition and other contract documents, the governing ranking is:

1. Other Contract Documents
2. “Standard Specification for Roads and Bridges” – 2015 Edition



Yankton Co.
Emergency Medical Services

Yankton, SD

April 2024

EMS SYSTEM VALUATION

Modeling Analysis



AP TRITON
VISION • INNOVATION • SOLUTIONS

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Acknowledgments

AP Triton Consulting wishes to extend its sincere appreciation to each of those individuals whose contributions and assistance made this project possible.

Our sincere appreciation is extended to each of you...

Yankton County Emergency Medical Services

Eric Van Dusen

Ambulance Administrator

Troy Cowman

Deputy Administrator

Yankton County Board of Commissioners

Don Kettering

Wanda Howey-Fox

Dan Klimisch

Ryan Heine

John Marquardt

Yankton City Council

Stephanie Moser - Mayor

Nathan Johnson

Amy Miner

Jerry Weber

Brain Hunoff

Bridget Benson

Michael Villanueva

Mason Schramm

Ben Brunick

Amy Leon -City Manager

*...and to each of the EMTs, Paramedics, and
support staff that daily serve the citizens of
Yankton County!*

Introduction

AP Triton, LLC (Triton) was retained to conduct a study for the evaluation of the Yankton County EMS (YCEMS) system. This is a unique EMS system that covers the County of Yankton. This also includes the City of Yankton, which has the highest population concentration and EMS incident call volume. YCEMS covers over 500 square miles of ambulance service area year-round. In many instances, YCEMS also functions as the first responder to these communities. Providing these services requires numerous components of a community-based EMS System: leadership/vision, long-term staffing/recruitment, comprehensive equipment resources, and probably one of the most important components of any EMS system, sustainable funding.

YCEMS is facing challenges in a couple of areas. These challenges range from long-term staffing/recruitment, in-house patient care billing services, and long-term sustainability funding support of the system.

There has been an identified need to secure long-term sustainability support at some type of local funding level. The leadership within the elected officials in Yankton County and the City of Yankton understands these issues.

As Triton reviewed all the data, information, input, and feedback from elected officials and staff, it became clear that the challenge faced by YCEMS is to develop long-term sustainable funding at the local community level. Currently, no South Dakota legislature-level options will assist in this process. Only the current State statute for community-based EMS systems is to work through their process of becoming an Ambulance District.

One of the main objectives of this report is to understand and identify the abilities and limitations of YCEMS. There were identified issues with data reporting specific to statistical data of Units vs. CREW. Where appropriate a more complex analysis was completed to combine both Units and CREW to achieve accurate data of the system. In the calendar year 2024 and moving forward this data is now a single data point.

Section I: EVALUATION OF CURRENT CONDITIONS & OPERATIONS

Overview of Yankton County

Yankton County is located in southeastern South Dakota along the Missouri River and the northern border of the State of Nebraska.

The City of Yankton was designated as the first capital of Dakota Territory in 1861.¹

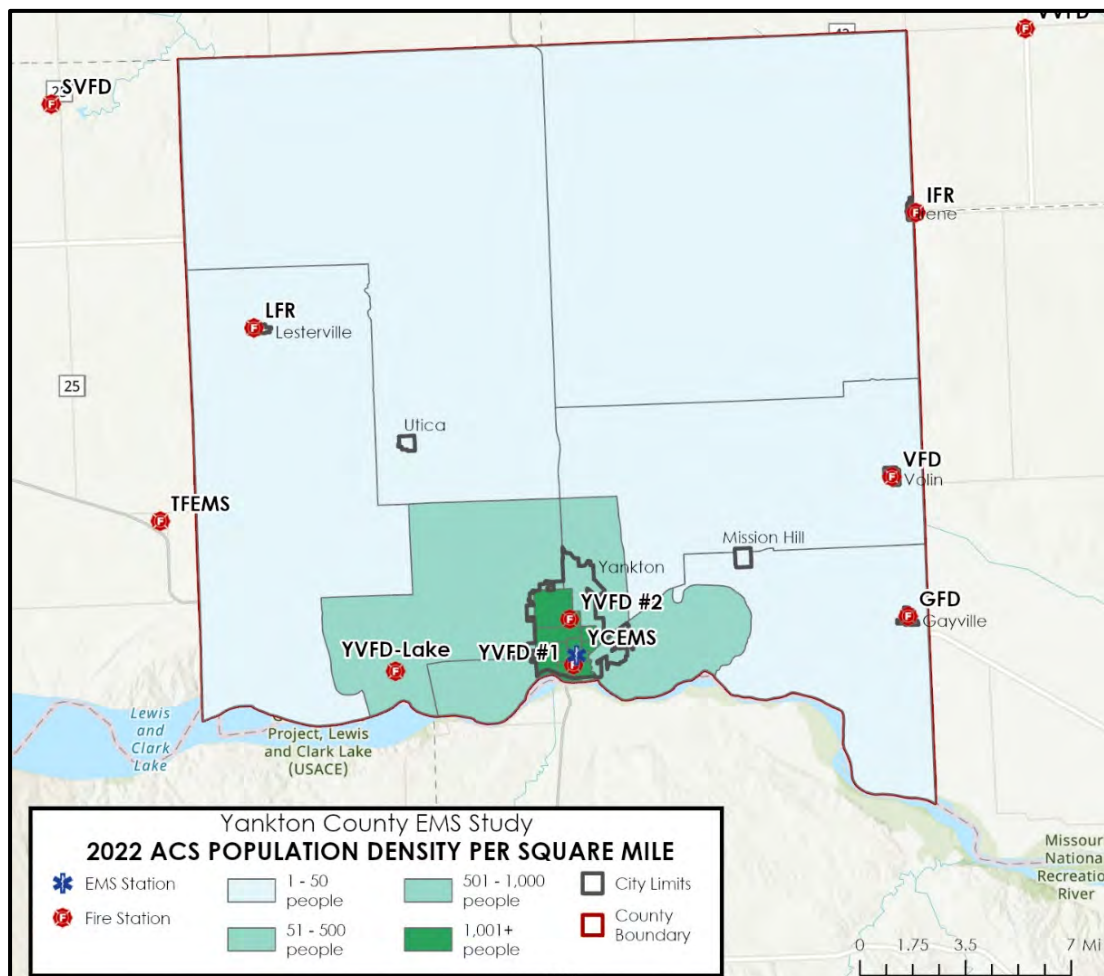
Yankton County is comprised of approximately 532 square miles, of which 521 is land and the remaining 11 square miles is water.

Figure 1: Location of Yankton County



The 2020 U.S. Census estimated a population of 23,310 persons, with an estimated 2022 population of 23,373 residents. The next figure illustrates the 2022 population density.

Figure 2: Yankton County Population Density (2022)



Yankton County Emergency Medical Services

Yankton County Emergency Medical Services (YCEMS) is a county-owned and operated “third service” that provides emergent and non-emergent ambulance service throughout the City of Yankton, Yankton County, and across the Missouri River in South Yankton, Nebraska.

Governance & Lines of Authority

Yankton County and YCEMS is governed by an elected five-member Board of Commissioners. The Board Chair oversees and serves as the liaison to YCEMS and the Ambulance Administrator.

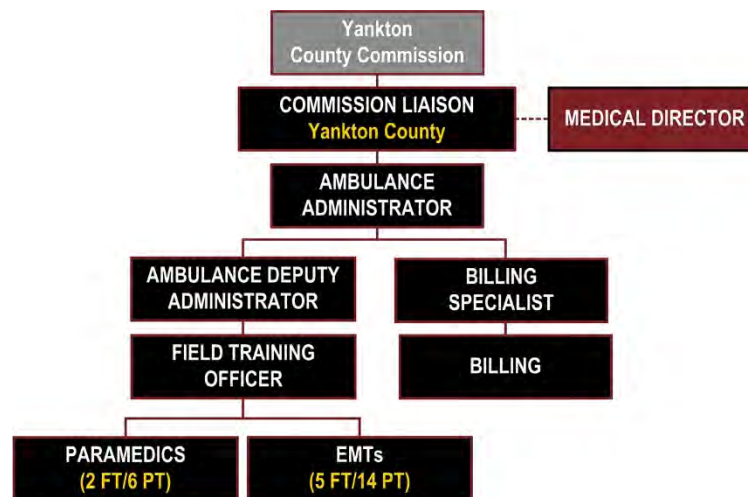
Organizational Structure

The following figure shows the current organizational chart of Yankton County Emergency Medical Services. As shown, the Ambulance Administrator oversees the organization. The Ambulance Administrator supervises the Ambulance Deputy Administrator who oversees the Field Training Officer (FTO) and the full-time and part-time Paramedics and Emergency Medical Technicians (EMT).

Figure 3: YCEMS Office



Figure 4: YCEMS Organization Chart (2024)



FT = Full-time position. PT = Part-time position.

As of early 2024, YCEMS employed five full-time and six part-time Paramedics and five full-time and 14 part-time Emergency Medical Technicians.

Management & Administration

The Yankton County Commission has overall responsibility for Yankton County EMS. The organization is managed and overseen by an Ambulance Administrator and Ambulance Deputy Administrator.

While patient billing is outsourced to a third-party billing company, YCEMS maintains two staff members responsible for managing the billing processes.

For this study, the management staff of Yankton County Emergency Medical Services was asked to list the organization's most critical issues. These included:

- Patient billing
- Staffing.
- Wages.
- Staff recruitment and retention.
- Interagency collaboration.

Documentation & the Records Management System

Yankton County EMS utilizes eso[®] EMS Software as its records management system (RMS) for documenting electronic patient care records (ePCR). The RMS is compliant with the *National Emergency Medical Services Information System* (NEMSIS) and the Health Insurance Portability & Accountability Act (HIPAA) standards. Patient refusals are documented, ePCRs reviewed for accuracy and compliance, and a process is in place for patients requesting copies of their medical records.

Medical Control & Administration

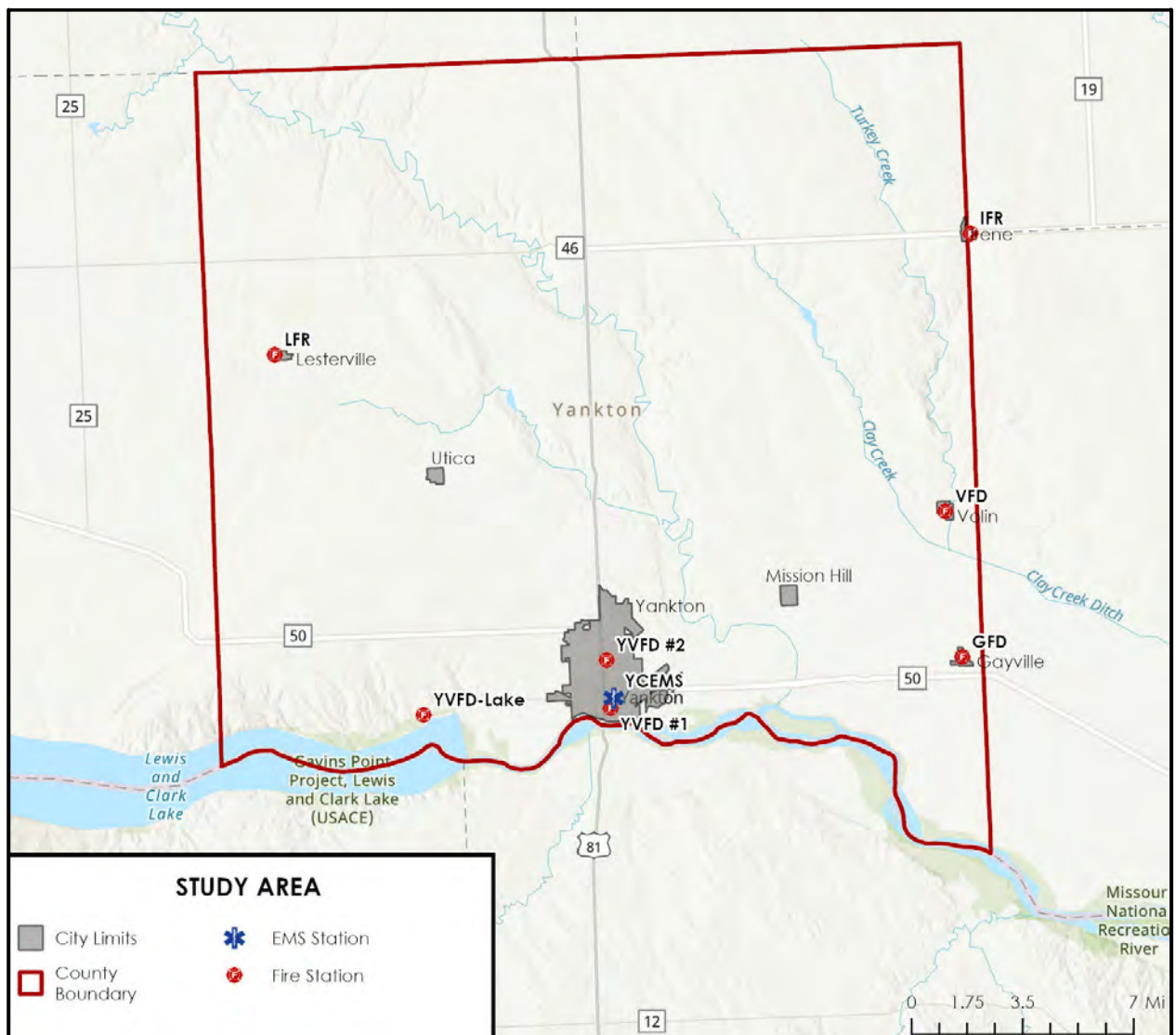
Offline medical direction (i.e., medical control) is provided by the EMS Medical Director to YCEMS (through a contractual agreement for \$1,500 per month), and the other medical first-responder agencies in Yankton County. His contract with YCEMS specifies his responsibilities.

The EMS Medical Director is board-certified in Internal Medicine through the American Board of Internal Medicine (ABIM) and practices in the Emergency Department at Avera Sacred Heart Hospital. The EMS Medical Director currently meets with the YCEMS crews on a quarterly basis, but does not participate in regular ambulance ride-alongs.

Operations & Deployment

Yankton County EMS deploys its ambulances and personnel from a single station located on Capital Street in Yankton. YCEMS provides prehospital patient care at both the Basic Life Support (BLS) and Advanced Life Support (ALS) levels. The agency staffs—with one Paramedic and one EMT—at least one ambulance 24 hours daily, with a second backup crew and ambulance available to respond when the first is unavailable.

Figure 5: YCEMS Study (Service) Area



As shown in the preceding figure, at more than 500 square miles, Yankton County Emergency Medical Services responds to an area of considerable size.

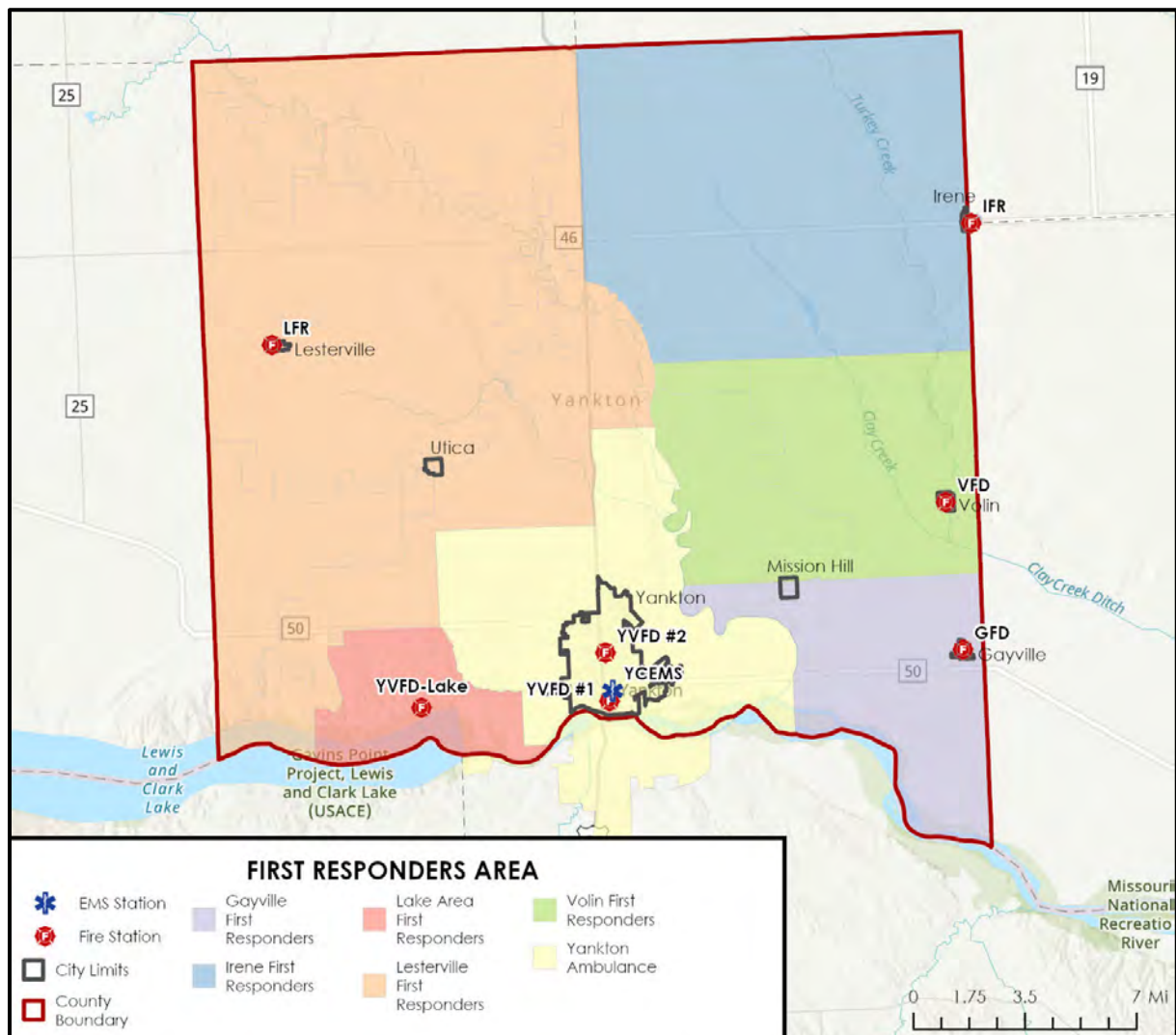
In addition to emergency 911 responses, YCEMS provides emergent and non-emergent interfacility transports (IFT) and ALS intercepts to the surrounding communities.

Medical First-Response in Yankton County

A number of agencies throughout the County provide medical first-response (MFR) services to their respective communities until arrival of YCEMS. These include:

- Gayville Fire & Rescue
- Lesterville Fire & Rescue.
- Irene Volunteer Fire Department.
- Volin Fire Department.
- Yankton Fire Department.
- Yankton County Search & Rescue

Figure 6: First Responder Agencies in Yankton County



Additional Services & Attributes of YCEMS

Yankton County EMS provides public education by offering Cardiopulmonary Resuscitation (CPR) training classes. For individuals who have completed the American Heart Association's (AHA) Heart Code online courses, YCEMS provides skills-only testing BLS (healthcare providers version), Heart Saver, Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), and other classes. YCEMS also maintains an individual responsible for functioning as the Public Information Officer (PIO).

Yankton County EMS also offers an ambulance ride-along program for citizens, emergency services workers, healthcare providers, and students.

Other Attributes

The following figure shows various other attributes the YCEMS may or may not have.

Figure 7: YCEMS Agency Attributes

Attribute	Yes or No
Regular staff meetings	Yes
Weekly employee newsletter	Yes
All staff have email addresses	Yes
Mission statement adopted	No
Vision established & communicated	No
Strategic and/or Master Plan in place	No
Goals and objectives established	No
Code of ethics and conduct established	No
CAAS accredited	No
Other accreditations	No

Other Public Safety Services in Yankton County

911 & Emergency Communications

The City of Yankton Communications Center (YCC) is the primary Public Safety Answering Point (PSAP) for the residents of the City of Yankton and Yankton County (including South Yankton). YCC maintains ten full-time and one part-time staff. Dispatch staff must complete a minimum of 12 weeks of training that includes EMS, fire, and law enforcement prior to attending state certification training.

YCC provides communications and dispatch services for the Yankton Police Department, Yankton County Sheriff's Office, Yankton County EMS, Yankton Fire Department, South Dakota Highway Patrol, Yankton County Emergency Management, Yankton County Search & Rescue, Yankton County Coroner, four county fire departments and five first responder groups, Animal Control, and City of Yankton Utilities.

Air Medical Services

Both fixed wing and helicopter air medical service is provided by either Avera Health Services, CareFlight Emergency Air Transport or Sanford Health's AirMed. Wings One and MercyOne in Sioux City, Iowa also provide air medical service.

Clinical Facilities

Avera Sacred Heart Hospital (ASHH) is the one clinical facility located in Yankton County. It is a designated Level V Trauma Center. ASHH does not have a cardiac catheterization lab and patients suffering a stroke or S-T Elevation Myocardial Infarction (STEMI) must be transported to another facility outside Yankton County that can provide the necessary interventions. ASHH is the only facility providing online medical control through its Emergency Department physicians.

The nearest Level I Trauma Center is Sanford Health (SH) in Sioux Falls. SH is also is a designated Stroke Center with a cardiac catheterization lab in addition to a being a pediatric center. Also in Sioux Falls is Avera McKennan Hospital (AMH), which is a designated Level II Trauma Center capable of stroke and cardiac interventions. The closest burn centers are in Omaha, NE or Minneapolis, MN.

Yankton County Search & Rescue

Yankton County Search & Rescue (YCSAR) has been in service for more than 30 years. It gets deployed to missing persons, medical emergencies, high-angle rope rescue, underwater (and above water) search and recovery, search guidance and support for other public service agencies, and flood protection and mitigation efforts.

Emergency Management

The mission of Yankton County Emergency Management is to protect the residents of Yankton County and their property from the effects of natural, man-made, and technological disasters through efforts in prevention, preparedness, response, recovery, and mitigation.

Personnel & Staffing

The following section explores Yankton County EMS's current staffing levels and administrative functions, evaluates them against best business practices and national standards, and makes recommendations where appropriate at the end of this report.

Administrative & Support Staffing

Typical responsibilities of a public safety agency's administration and support staff include planning, organizing, directing, coordinating, and evaluating the various programs within the organization. For example, this list of functions and other functions may be necessary depending on local conditions and the environment. It is also important to understand that these functions may occur concurrently, requiring the Administrators to balance work in many different areas simultaneously.

The next figure lists the current administrative and support staff of YCEMS.

Figure 8: YCEMS Administrative & Support Staffing (2023)

Position Title	No. of Positions	Hours Worked/Week	Work Schedule
Ambulance Administrator	1	40	Monday–Friday
Ambulance Deputy Administrator	1	56	Monday–Friday
Billing Specialist	1.5	40	Monday–Friday
Total Administrative Employees:	3.5		

^A Position is assigned to the Operations schedule

The preceding figure lists those individuals considered full-time staff primarily assigned to manage, plan, or support the activities of YCEMS and its programs. Triton noted that the Ambulance Deputy Administrator is assigned to the Operations shift schedule, and he primarily performs administrative duties during the day while staffing the “second out” CREW, Monday-Thursday. Then functions as a supervisor during the night.

The current administrative and support staffing level represents just over 12% of YCEMS's total staffing. While there is no standard for the ratio of administrative staff to operations staff, YCEMS's administrative-to-total staffing ratio appears in line when compared to other EMS agencies studied by Triton.

It is important to note that administrative support needs can vary depending on the services provided, and Triton noted that YCEMS has personnel dedicated to administering an in-house ambulance billing service, which is a very specialized function within the organization.

Administration

Current administrative and operational responsibilities lie with the Ambulance Administrator and an Operations shift assigned Ambulance Deputy Administrator. Typical responsibilities and duties of the Ambulance Administrator include planning, organizing, directing, and budgeting for all aspects of the department's operations. The Ambulance Deputy Administrator is responsible for all EMS field operations, crew scheduling, training, and vehicle repairs and maintenance. Ambulance billing and accounts receivable functions were brought in-house in early 2024, and the 0.5 Billing Specialist position was increased to an FTE position.

Training

An operations assigned Paramedic is assigned as the department's Field Training Officer, and is responsible for coordinating and documenting the department's Paramedic, AEMT, and EMT field training and new hire orientations, which includes educational coordination, field training activities, documentation, and remedial training as required. The Field Training Officer's training activities are overseen primarily by the Ambulance Deputy Administrator.

Operations Staffing

The following figure summarizes the budgeted YCEMS operations staff positions. This includes individuals considered full-time and part-time employees who are primarily assigned to provide emergency services at the operational level.

Figure 9: YCEMS Total Budgeted Operations Staff (2023)

Position Title	No. of Budgeted Positions	Hours Worked/Week	Work Schedule
Field Supervisor/Paramedic	1	56	24 on/48 off
Paramedic	1	56	24 on/48 off
Part-Time Paramedic	4	Varies	24 on/48 off
Part-Time Advanced EMT	3	Varies	24 on/48 off
EMT-Basic	6	48	24 on/48 off
Part-Time EMT Basic	9	Varies	24 on/48 off
Total Operations Staff FTEs:	24		

Operations Division Scheduling

YCEMS utilizes a traditional three-platoon system operating on 24-hour on, 48-hour off rotation schedule for FTE Paramedic employees, and a combination of 12 and 24-hour rotating shifts for FTE EMT employees. The 12 and 24-hour shifts start at 0700 hours. All Operations assigned hours worked over 40 hours in the defined workweek is compensated at 1.5 times the base rate of pay per the Federal Fair Labor Standards Act (FLSA) and is considered "scheduled overtime." According to the Department's website, most of the part-time EMT and Paramedics have other jobs and careers outside of the public safety arena.

The full-time Paramedic rotating shift position results in an average annual 56-hour workweek. The full-time EMT positions work rotating shifts that combine 24-hour shifts and 12-hour shifts during a month that results in an average 48-hour workweek.

The shift schedules are created and maintained by the using the web-based electronic scheduling program *Aladtec*.® Part-time employees sign up for shifts during the prior month, and FTE employee vacation/personal time off (PTO) and sick leave shifts are primarily covered using part-time employees to reduce overtime expense.

All Operations employees are allowed to swap shifts with personnel holding an equal or greater EMT certification.

Operations Staff Scheduling Methodology

The 24 hours on, 48 hours off staffing model and leave scheduling procedures used by YCEMS is a very common schedule used by fire and EMS organizations across the United States.

Some fire and EMS agencies studied by Triton incorporate additional scheduled off-duty shifts to reduce the average annual scheduled weekly work hours. These off-duty shifts off are often called “Kelly days,” and reduce the amount of scheduled overtime pay to employees. However, these types of schedules also increase the number of overall personnel needed to provide vacation, sick, and Kelly day relief coverage. YCEMS does not incorporate hour reductions into the work schedule.

The total number of positions allocated to YCEMS is ultimately a policy decision by the elected officials and Ambulance Administrator. Maintaining a minimum staffing level of 24 hours daily requires personnel to be available to backfill for scheduled vacation leaves and unscheduled sick leaves to maintain the minimum staffing level. According to YCEMS, this backfill is typically accomplished by scheduling part-time personnel to provide the necessary relief coverage.

Salary & Benefits

The following two figures summarize the various hourly pay rates for all YCEMS full-time and part-time employees, and full-time employee benefits.

Figure 10: Employee Hourly Wage Rates (2023)

Position Title	Starting Hourly Wage	Top Hourly Wage	Average Hourly Wage
Ambulance Administrator	\$30.72	\$48.42	\$39.57
Ambulance Deputy Administrator	\$20.45	\$23.49	\$21.97
Billing Specialist	\$18.65	\$23.49	\$21.07
Field Supervisor	\$18.53	\$23.49	\$21.01
Paramedic	\$17.23	\$21.86	\$19.54
EMT-Basic	\$17.01	\$20.33	\$18.67
Part-Time Paramedic	N/A	\$17.62	\$17.62
Part-Time Advanced EMT	N/A	\$15.62	\$15.62
Part-Time EMT Basic	N/A	\$15.62	\$15.62

Triton noted that the preceding hourly wage rates for FTE employees assigned to operations does not include the 1.5 overtime wage rate included in their scheduled overtime work schedule (16 hours per week).

Figure 11: Full-Time Employee Benefits

Benefits	Benefits
Medical Insurance	Dental Insurance
Vacation/Sick /Holiday	Wellness Program
Vision Insurance	Employee Assistance/Substance Abuse Program (State Provided)
Life Insurance	South Dakota Retirement System Pension (SDRS)
Social Security	Workers Compensation

The cost of benefits is approximately 30% of the total cost of salary and benefits per employee.

Personnel Management

Triton examined the policies and processes used to hire, retain, promote, and hold employees accountable as part of this study.

Policies, Rules, Regulations & Guidelines

YCEMS employees are subject to overarching county policies as well as department-specific Standard Operating Procedures. Outdated policies are archived for future reference.

New Hire Process

Candidates apply for full and part-time employment through the County's web portal or a separate YCEMS web portal. Applicants must be at least 18 years of age, possess a high school diploma or equivalent, have a valid driver's license, current National Registry and/or South Dakota State EMS certifications for the position being sought, and American Heart Association® BLS or ALS CPR certification. Part-time employee candidates must be available to work at least four (4) 12-hour shifts per month.

Once an application has been received candidates are interviewed by a panel of YCEMS staff, and a conditional offer of employment is made. Candidates must then undergo a medical examination by a physician, and a functional fitness evaluation administered by a third-party physical therapy service. New employees are then issued uniforms and equipment, and then undergo a two-week orientation and field observation and grading process overseen by the Field Training Officer to ensure they have the necessary skills and abilities to treat patients safely and effectively.

Triton considers the GFD testing and hiring process to be contemporary and consistent with industry best practices.

EMS Station & Capital Equipment

EMS Station

The following figure shows the single EMS station facility operated by YCEMS.

Figure 12: Yankton County EMS Station

Address/Physical Location:	805 Capital St Yankton SD 57078									
Structure										
Date of Original Construction	1902									
Owned or Leased	Owned									
General Condition	Poor									
Seismic Protection	No									
Auxiliary Power	Yes									
ADA Compliant	Yes									
Number of Vehicle Bays	Drive-Through:		0	Back-In:		3	Total Bays:		3	
Total Square Footage	9,369									
Facilities Available										
Sleeping Quarters	Bedrooms:		4	Beds:		8	Dorm Beds:		0	
Maximum Staffing Capability	8	(Total no. staff that can be housed at the station)								
Bathroom/Shower Facilities	No. of Bathrooms:		4	No. of Showers:		3				
Gender Segregation (Y/N)	Bathrooms?		Y	Showers?		Y	Bedrooms?		N	
Exercise/Workout Facilities	Basement									
Kitchen Facilities	Yes									
Individual Lockers Assigned	Yes									
Office/Computer Stations	Yes									
Safety & Security										
Station Sprinklered	No									
Smoke & CO Detection	Yes									
Decon & Biological Disposal	No									
Security System	Yes									
Vehicle Exhaust System	No									

Ambulances & Vehicles Inventory

Ambulances and other emergency response vehicles must be sufficiently reliable to transport EMS personnel and equipment rapidly and safely to an incident scene. In addition, such vehicles must be properly equipped and function appropriately to ensure that the delivery of emergency medical and other services is not compromised.

As a part of this study, Triton requested that YCEMS provide an inventory of its vehicles utilized for EMS responses. For each vehicle, Yankton County EMS was asked to rate its condition utilizing the criteria described in the following figure; the results of which will be shown in the subsequent fleet inventory figures.

Figure 13: Criteria Used to Determine Ambulances & Vehicles Conditions

Components	Points Assignment Criteria	
Age:	One point for every year of chronological age, based on the date the unit was originally placed into service.	
Miles/Hours:	One point for every 10,000 miles or 1,000 hours.	
Service:	1, 3, or 5 points are assigned based on service type received.	
Condition:	This category considers body condition, rust, interior condition, accident history, anticipated repairs, etc. The better the condition, the lower the assignment of points.	
Reliability:	Points are assigned as 1, 3, or 5, depending on the frequency a vehicle is in for repair (e.g., a 5 would be assigned to a vehicle in the shop two or more times per month on average, while a 1 would be assigned if in the shop on average once every three months or less.	
Point Ranges	Condition Rating	Condition Description
Under 18 points	Condition I	Excellent
18–22 points	Condition II	Good
23–27 points	Condition III	Fair (consider replacement)
28 points or higher	Condition IV	Poor (immediate replacement)

The following figure lists the 2024 ambulance and support vehicles inventory of YCEMS.

Figure 14: YCEMS Frontline EMS Units (2024)

Unit	Type	Manufacturer	Year	Condition	Features
Ambulance					
Ambulance 792	Type I	MedTec	2023	Excellent	ALS equipped
Ambulance 793	Type I	MedTec	2016	Good	ALS equipped
Ambulance 795	Type I	MedTec	2019	Good	ALS equipped
Ambulance 797	Type I	MedTec	2015	Good	ALS equipped
Support Vehicles					
Unit 796	Support	Dodge	2018	Good	ALS equipped
Unit 791	Support	Chevy	2006	Fair	Reserve vehicle

As shown in the preceding figure, all four of Yankton County EMS' ambulances are in "Excellent" or "Good" condition.

Capital Medical Equipment

Cardiac Devices

Yankton County EMS utilizes four 2023 Physio-Control (now Stryker®) LIFEPAK® 15 monitor/defibrillators. These devices are capable of 12-lead monitoring and measurement of peripheral oxygen saturation (SpO₂), end-tidal carbon dioxide (etCO₂), carbon monoxide (CO), and blood pressure (BP), along with three LIFEPAK® 1000 automated external defibrillators (AED).

YCEMS maintains two 2015 LUCAS 2® and one 2023 LUCAS 3® chest compression systems. These devices provide automated external chest compressions consistent with national CPR guidelines. In addition, these devices improve EMS provider safety during transport.

Patient Movement Devices

YCEMS maintains four Stryker Power-PRO XT® powered ambulance cots of varying ages. Two of the ambulances are equipped with the Power-LOAD® powered cot fasteners that work with the ambulance cots.

Service Delivery & Performance

An indicator of success is the balance of resources to the utilization of services. YCEMS must balance fiscal responsibility with performance expectations for the delivery of emergency services. The following sections is a statistical analysis evaluating the EMS service delivery provided by YCEMS over a 4-year study period from 2020 to 2023.

EMS Service Demand

Yankton County experiences unique challenges, and demands regarding Emergency Medical Services (EMS). The need for EMS services in Yankton County is influenced by various factors, including the County's rural nature, aging population, and the prevalence of agricultural activities. The County's vast and sparsely populated areas can result in longer response times, making it crucial for the EMS system to be well-equipped and efficiently organized.

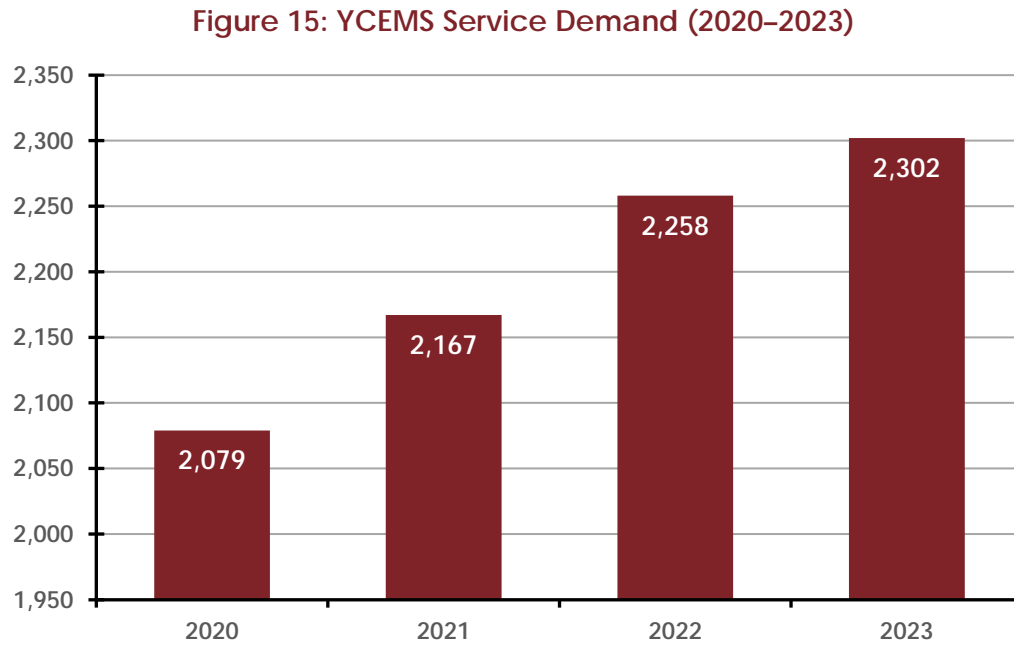
Additionally, the aging demographic in Yankton County may contribute to an increased need for medical assistance, as older individuals often require more frequent medical attention. The agricultural activities in the region also pose potential risks, with accidents and injuries occurring on farms, further emphasizing the necessity for a robust and responsive EMS service.

Despite the challenges, the demand for EMS services in Yankton County also underscores the importance of community engagement and preparedness. The County's residents, local authorities, and healthcare providers play a pivotal role in ensuring the effectiveness of the EMS system. Education and outreach programs can help raise awareness about emergency services, promote preventive measures, and empower the community to respond effectively in times of need.

Collaborative efforts between emergency responders, healthcare institutions, and the community are essential for meeting the unique demands of Yankton County, ultimately contributing to a safer and healthier environment for its residents.

There is one EMS station located in Yankton County providing emergency services for approximately 532 square miles for a population of 23,311. The following figures show the workload for the past four years. EMS responses in the study area have increased by about 10% from 2020 to 2023. However, it should be noted that service demand tended to decrease in most communities during 2020 as a likely result of the COVID-19 pandemic.

The next figure displays historical service demand for the YCEMS service area.

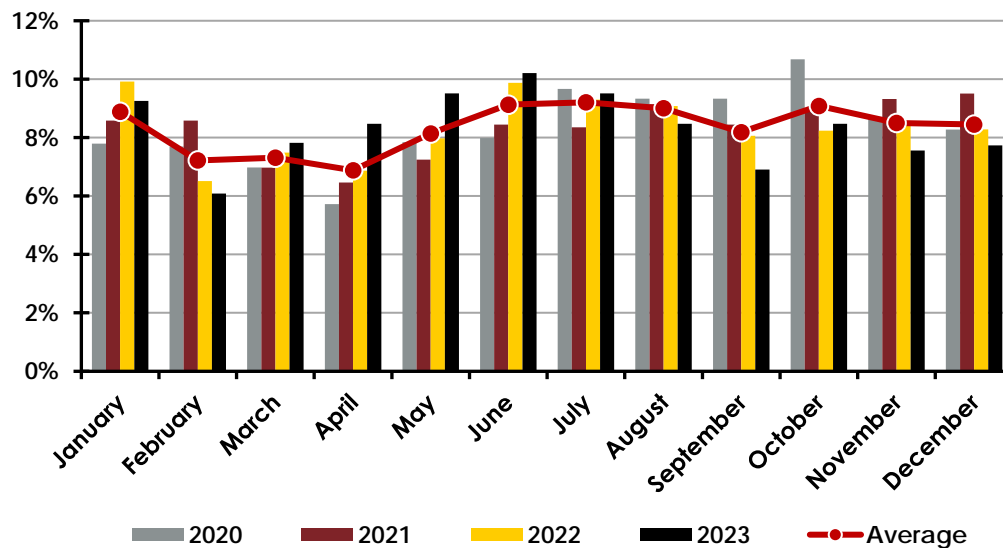


Temporal Variation

Demand for services can occur in cyclical patterns. A temporal variation of incidents reveals when the most significant service demand occurs. The following figures show how activity and demand changes based on various time measurements for YCEMS. The analysis was based on 2020–2023 data provided by YCEMS. The results are based on the total number of calls.

The following figure illustrates the monthly service demand for YCEMS during the 4-year study period.

Figure 16: Service Demand by Month (2020–2023)



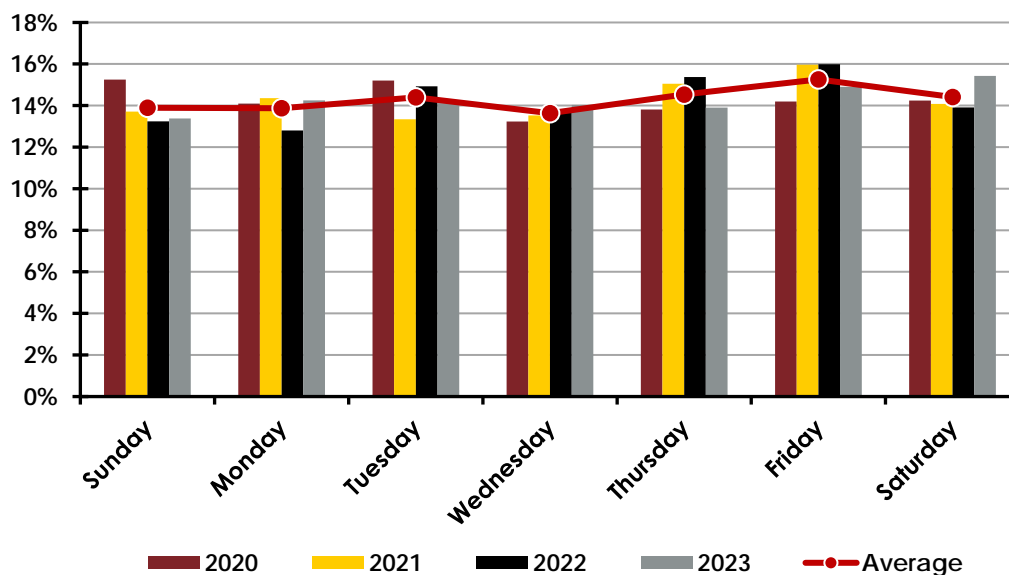
Service demand remains relatively consistent throughout the year with only a 2% variation. The service demand lowest volume is in February and April with averages at 7.2% and 6.9% respectively. Peak service demands of 9.2% are seen in July with higher averages during summer months. There may be a need for seasonal up-staffing during summer months.

The next figure shows the service demand by day of the week from 2020–2023. Typically, service demand decreases on weekends as more activity occurs during the workweek based on an increase in the transient population tied to the labor force, depending on the area studied. However, service demand remained relatively consistent on Sundays and Saturdays at 13.89% and 14.41% respectively, with only ½ percent difference.

On average, Fridays were the busiest day for YCEMS, accounting for 15.26% of service demand, while Wednesday was the slowest with 13.64%. The average for the days of the week remained relatively consistent, with a difference of only 1.62%.

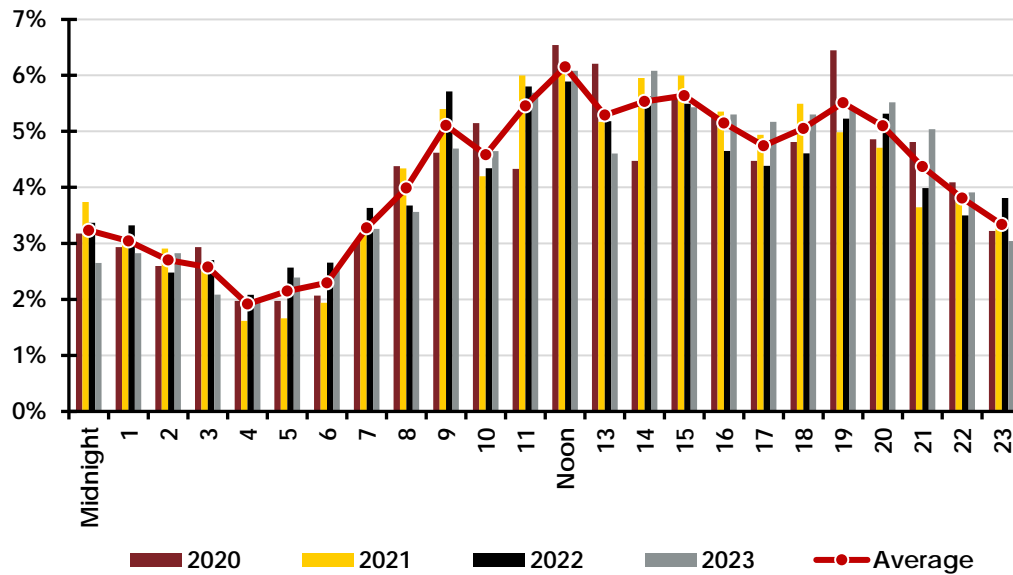
YCEMS has a very consistent service demand with a slight decrease on Mondays and Wednesdays with averages below 14%. This pattern allows training and other required duties to be scheduled anytime during the week.

Figure 17: Service Demand by Day of Week (2020–2023)



The following figure illustrates the service demand by hour of the day from 2020-2023. The pattern shows a specific increase in service demand in the middle of the day with peak periods between 11:00 a.m. and 1:00 p.m.

Figure 18: Service Demand by Hour of Day (2020–2023)



Like many communities, service demand is highest between 1100 and 1900 (11 am–7 pm). On average, service demand peaked at 1200 (12 pm) and was lowest at 0400 (4 am).

Focusing on future service demand, the following figure captures the busiest consecutive periods. This information can be used to identify periods for increased staffing or placing additional ambulances in service. The period between 11:00AM and 9:00PM appears to be an opportunity for future service delivery.

Figure 19: Busiest Consecutive Service Delivery Periods

Periods	8-Hour	10-Hour	12-Hour
Hours	1100-1900	0900-1900	0900-2100
Percent of Total:	49%	58%	68%

Charting the temporal demands for service by both day and time is valuable. The following is a figure that compares the average demand for each day and each hour to one another to show the relative values as depicted by color. The darker greens show lower demand, and the highest is shown as the darker reds.

Figure 20: Service Demand by Day & Hour (2020–2023)

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat
00 (Midnight)	3.69%	3.60%	3.39%	3.41%	2.27%	2.27%	3.54%
0100	3.44%	2.46%	2.13%	3.24%	2.89%	2.89%	3.39%
0200	3.36%	2.46%	2.92%	2.58%	2.42%	2.42%	3.54%
0300	3.11%	2.29%	2.45%	3.00%	2.03%	2.03%	3.07%
0400	2.05%	2.87%	1.58%	1.33%	1.41%	1.41%	2.76%
0500	2.29%	2.54%	2.53%	1.75%	1.80%	1.80%	1.97%
0600	3.11%	2.38%	2.45%	2.16%	2.27%	2.27%	1.81%
0700	3.36%	3.52%	3.79%	2.58%	3.36%	3.36%	2.91%
0800	4.50%	3.44%	3.31%	4.24%	4.22%	4.22%	3.54%
0900	4.42%	5.24%	5.13%	5.66%	5.78%	5.78%	4.41%
1000	5.41%	5.57%	4.66%	3.91%	4.92%	4.92%	3.23%
1100	5.73%	5.16%	6.16%	5.57%	5.31%	5.31%	4.96%
1200 (Noon)	5.16%	7.29%	6.63%	5.82%	6.64%	6.64%	6.30%
1300	3.60%	4.50%	7.18%	5.07%	5.86%	5.86%	4.33%
1400	4.75%	6.55%	4.18%	6.74%	6.41%	6.41%	5.35%
1500	5.00%	5.08%	6.31%	5.57%	4.92%	4.92%	6.61%
1600	4.26%	5.24%	5.76%	6.41%	5.39%	5.39%	5.12%
1700	3.52%	3.69%	5.29%	4.99%	5.39%	5.39%	4.41%
1800	5.49%	4.75%	3.24%	4.58%	4.77%	4.77%	6.22%
1900	6.55%	5.41%	5.29%	5.07%	6.48%	6.48%	4.41%
2000	5.41%	4.91%	4.42%	5.24%	4.77%	4.77%	5.75%
2100	4.34%	3.69%	3.71%	4.41%	4.61%	4.61%	4.57%
2200	3.60%	3.85%	3.79%	3.66%	3.05%	3.05%	5.20%
2300	3.85%	3.52%	3.71%	3.00%	3.05%	3.05%	2.60%

As noted, 1200 hours (12 p.m.) coincided with the highest average daily demand in the service demand by hour of the day figure; the additional analysis in the preceding figure depicts that the demand during the 1200- & 1300-hour periods is highest on Mondays and Tuesdays relative to the other days and times.

Spatial Analysis

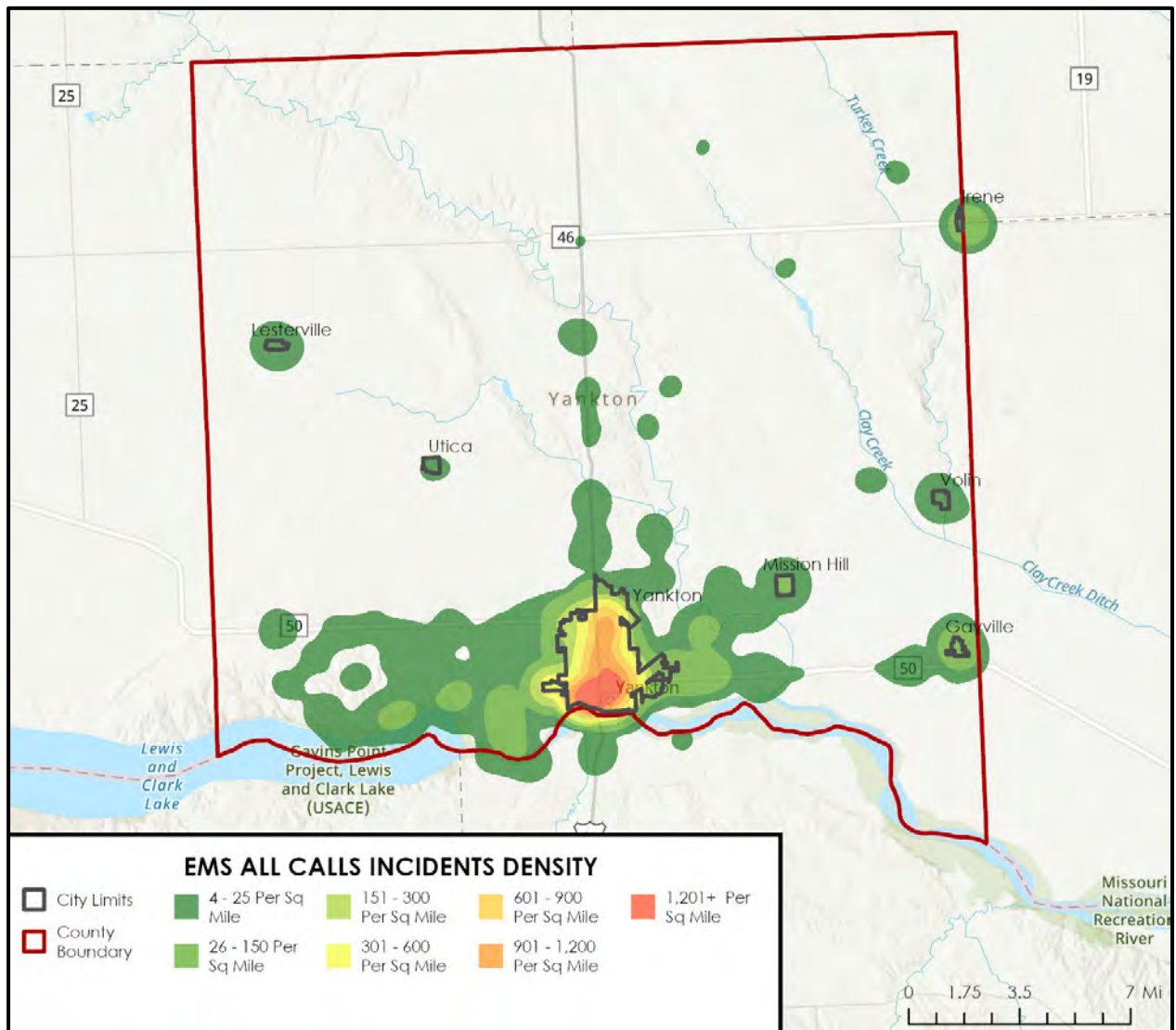
In addition to the temporal analysis, AP Triton examined the geographic distribution of service demand, resource distribution, and population distribution throughout each jurisdiction.

Geographic Service Demand

The density of incidents is depicted in the following figure. The various colors correspond to the differing number of incidents per square mile. The relationship between station locations and the higher intensity of service demand is visible on this map.

Service demand is distributed widely throughout the southern part of the county with a higher incident density in the southern half of the City of Yankton. As expected, areas of high incident density are typically linked to areas of higher population counts and daytime “work” populations.

Figure 21: Total EMS Service Demand Density (2020–2023)



The following figure shows the specific call volume per Crew. YCEMS has 4 ambulance units but only one set of staff working a shift at a time, as a result YCEMS categorizes the responses by "Crews" rather than unit number. Crew 1 is the staff on shift when dispatched to a call. Crew 2 is the backup staff called in when Crew 1 is unavailable, typically during concurrent calls.

The Crew deployment model was developed as a result of ambulance staff changing ambulance units if one is unavailable due to their quick response nature to calls. This allows YCEMS to track performance at the staff level rather than the vehicle. Being the primary response crew, Crew 1 had the most calls with an average of 5.14 daily calls in 2023. Crew 2 had averaged 1.16 calls per day in 2023.

Figure 22: Incidents per Crew (2023)

Crew	Total Incidents	Average/Day
CREW 1	1,878	5.14
CREW 2	424	1.16

The following figures show the density of service demand during the daytime (0800–1759) and nighttime (1800–0759).

Figure 23: Daytime EMS Density (2020–2023)

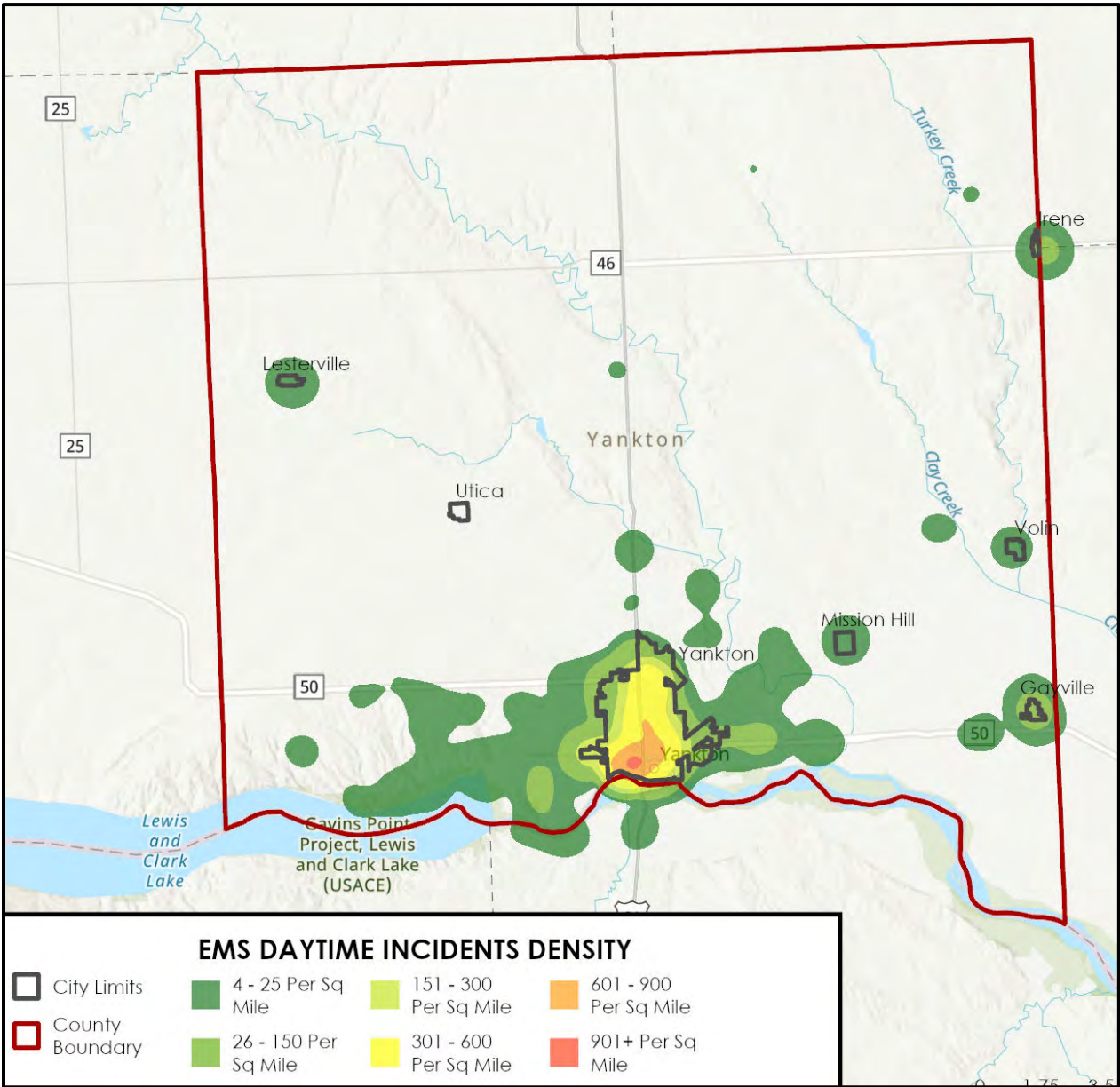
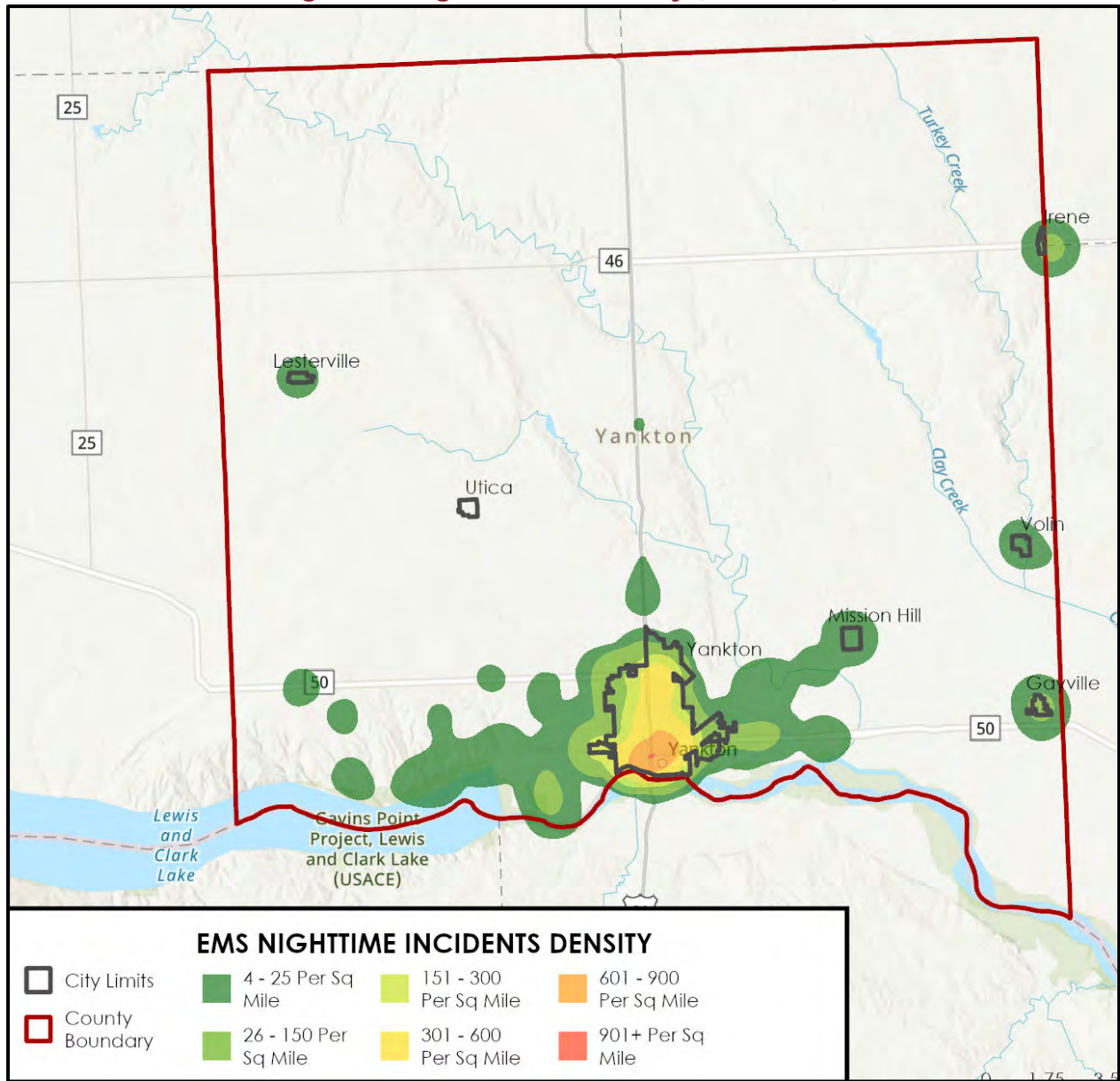


Figure 24: Nighttime EMS Density (2020–2023)

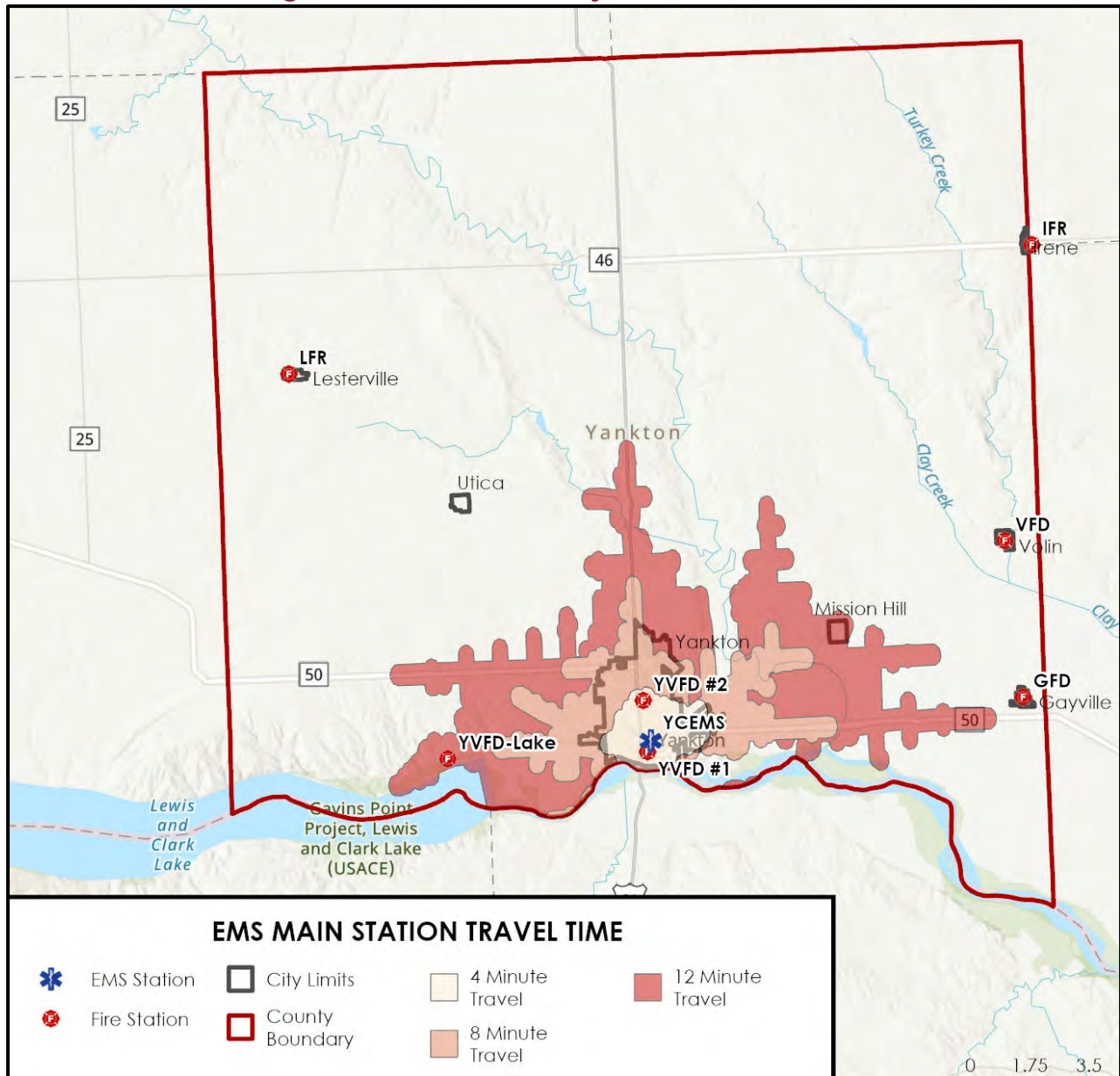


EMS Resource Distribution

Travel Time Analysis

A standard for resource distribution is using travel time criteria. The following figure presents a travel time model from the current station locations over the existing road network. Travel time is calculated using the posted speed limit and adjusted for negotiating turns, intersections, and one-way streets.

Figure 25: Travel Time Analysis—4, 8 & 12 Minutes



The quality and connectivity of the street network, traffic, geography, and barriers can all affect potential travel time performance. The YCEMS has a high percentage of 4-minute travel time to most areas of higher population density and incident density within Yankton city limits; however, the 4-minute travel areas covers 1.0% of the overall county. An 8-minute travel time covers 3.8% of the entire county and a total of 4.8% when adding in the 4 minute travel area.

The 12 minute travel time covers about 8.8% of the county, for a total of 13.8% when adding in the 4-minute and 8-minute travel areas. The remainder of the county, approximately 86.2%, is outside the 12 minute travel time.

Response Reliability

This section provides an overview of unit utilization. Three types of analyses are shown in this section. The first is unit utilization based on call volume, the second analyzes concurrent service request and the third examines unit hour utilization.

Crew Workload Analysis

Crews that are very busy or already out when a second call occurs can increase response times from remote units. The following figures show the number of calls for each EMS Crew in 2020–2023.

Figure 26: YCEMS Apparatus Utilization—Total Calls (2020–2023)

Primary Unit	2020	2021	2022	2023	Overall
CREW 1	1,582	1,258	1,445	1,878	6,163
CREW 2	497	909	813	424	2,643
Grand Total:	2,079	2,167	2,258	2,302	8,806

Crew 1 staffs one ambulance 24 hours daily, and Crew 2 staffs a second ambulance as “on call” status.

Concurrent Incidents

Another way to look at resource reliability is to examine the number of times multiple incidents happen within the same time frame. The following figures show the number of times that one or more units are assigned to incidents. The data supports that 2021 saw the largest number of occurrences where more than two incidents were occurring concurrently.

This trend can impact the department's ability to have an effective response force (ERF) on EMS calls. It can also cause extended response times if occurring in the same response zone. The following figure shows the number and percentage of concurrent calls.

Figure 27: Response Unit Concurrency Percentages (2020–2023)

Incidents in Progress	2020	2021	2022	2023
Single Incident	81.1%	79.2%	81.2%	82.2%
Two Incidents	14.6%	15.5%	15.1%	14.5%
Three Incidents	3.3%	3.9%	2.5%	2.4%
Four Incidents	0.8%	1.0%	1.0%	0.6%
Five Incidents	0.1%	0.3%	0.1%	0.2%
More than Five Incidents	0.1%	0.1%	0.1%	0.2%
Total Concurrent Calls:	393	450	425	410
Total Calls Count:	2,079	2,167	2,258	2,302

Based on the data from the preceding figure, YCEMS has a 1% concurrency of four or more incidents.

Unit Hours & Time on Task

Unit Hour Utilization

Unit hour utilization (UHU) measures the efficiency and productivity of an ambulance service. It is calculated by dividing the number of hours an ambulance is on a call by the total number of hours it is available for service. UHU can vary depending on an ambulance system's demand, supply, and operational factors.

UHU is but one measure indicating workload. It is calculated by dividing the total time a unit is committed to all incidents during a year by the total time in a year. Expressed as a percentage, it describes the amount of time a unit is unavailable for a response since it is already committed to an incident. The larger the percentage, the greater a unit's utilization and the less available it is for assignment to an incident.

UHU are benchmarks defining the optimal UHU level for an ambulance service. They are based on the trade-off between the cost of providing ambulance service and the quality of service delivered to the patients. UHU standards can help ambulance providers optimize resources, reduce costs, and improve performance.

However, UHU are not universal and may differ for different types of ambulance services, such as public or private, urban or rural, emergency or non-emergency. Therefore, it is important for each ambulance service to establish its own UHU standards based on its specific goals, needs, and constraints. UHU standards should also be periodically reviewed and updated to reflect changes in an ambulance service's demand, supply, and operational environment. UHU can help ambulance providers optimize resources, reduce costs, and improve performance.

The following figure illustrates the UHU for Rescue/Ambulances in YCEMS. It is essential to note that UHU is only one metric for determining workload. The calculation of UHU does not account for the time required for other activities in which a unit and its staff may be engaged—for example, incident report writing, continuing medical education classes, and other responsibilities.

Figure 28: Ambulance Crew UHU (2020–2023)

Crews	2020	2021	2022	2023	Average
CREW 1	0.18	0.13	0.15	0.16	0.16
CREW 2	0.06	0.12	0.08	0.05	0.08
Total Results:	0.24	0.25	0.23	0.21	0.24

In 2020, Crew 1 had the largest overall UHU over the study period. 2021 saw a drastic 27% drop in UHU for Crew 1 with Crew 2 having a 50% increase and almost equaling Crew 1's UHU. This is also the same year that YCEMS had a 15% increase in concurrent calls which Crew 2 would have responded to. The last 2 years of the study period has seen a steady increase in Crew 1's UHU, while Crew 2's has decreased. This corresponds with the decrease in concurrent calls for 2022 & 2023.

Time on Task

Time on Task (TOT) is a critical metric in Emergency Medical Services (EMS) that measures the time it takes to manage each incident completely. This metric varies and must be considered to accurately understand Unit Hour Utilization (UHU), a measure of productivity in EMS.

Factors affecting TOT include:

Offloading Patients: If crews cannot quickly offload patients at receiving hospitals due to bed availability, paperwork, or other issues, TOT increases. This portion of the EMS incident, the provider has no real input as to the time it takes to complete patient care transfer.

System Variables: The average TOT can vary significantly across different systems. Some systems may see a TOT of under an hour, while others may stretch to the four-hour mark.

Understanding TOT is essential as it impacts the UHU. A higher UHU indicates a more productive system, getting more transports out of fewer ambulances. However, variables such as population density, geography, and TOT must be considered for an accurate UHU.

In summary, TOT is a crucial factor in EMS operations, influencing the efficiency and productivity of the service. It is affected by various factors, including patient offloading time and system-specific variables. Accurate measurement and management of TOT can improve EMS service delivery and resource utilization.

The following figure illustrates the TOT for each YCEMS unit.

Figure 29: Ambulance Time on Task (Hours) (2020–2023)

Primary Unit	2020	2021	2022	2023
CREW 1	1,548	1,110.6	1,295.6	1,413.3
CREW 2	517.8	1,015.2	736.4	417.5
Totals:	2,065.8	2,125.8	2,032	1,830.8

The next figure illustrates the TOT per call average in minutes for each YCEMS crew unit. It is calculated by dividing the total time a unit is committed by the number of calls a unit received in a year.

There are a limited number of calls with exceptionally long call time commitment. This will skew the average slightly by increasing the average call time marginally but still give a good indicator of the mean TOT for each crew.

Figure 30: Ambulance Time on Task Call Minutes Average (2020–2023)

Primary Unit	2020	2021	2022	2023	Average
CREW 1	58.71	52.97	53.8	45.15	52.7
CREW 2	62.51	67.01	54.34	59.09	60.7

Over the 4-year study period, Crew 1's average total call time has decreased by 13.56 minutes which calculates to a 23% reduction in call time commitment. Crew 2 also has a reduction in average call time over the study period with a 5% decrease.

Response Performance Analysis

Perhaps the most publicly visible component of an emergency services delivery system is that of response performance. Policymakers and citizens want to know how quickly they can expect to receive emergency services. AP Triton recommends the County adopt the following national standards or develop specific benchmarks for response performance based on local environments. Setting response standards based on averages is generally a poor indicator of performance.

Most organizations measure performance on the 90th percentile for comparison with the NFPA standards. For policymakers and citizens to make informed decisions concerning response performance, jurisdictions must record and report the various components of the jurisdiction's current performance.

In analyzing response performance, AP Triton generated percentile measurements of response time performance. The use of percentile measurements using the components of response time follows the recommendations of industry best practices.

The best practices are derived from the Center for Public Safety Excellence (CPSE), Standard of Cover document, and the National Fire Protection Association (NFPA) 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.

The "average" measure is a commonly used descriptive statistic also called the mean of a data set. The most important reason for not using the average for performance standards is that it may not accurately reflect the performance for the entire data set and may be skewed by outliers, especially in small data sets like YCEMS. One extremely good or bad value can skew the average for the whole data set.

The "median" measure is another acceptable method of analyzing performance. This method identifies the value in the middle of a data set and thus tends not to be strongly influenced by data outliers.

Percentile measurements are a better measure of performance because they show that most of the data set has achieved a particular level of performance. The 90th percentile means that 10 percent of the values are more significant than the value stated, and all other data are at or below this level. This can be compared to the desired performance objective to determine the degree of success in achieving the goal.

As this report progresses through the performance analysis, it is essential to remember that each component of response performance is not cumulative. Each is analyzed as an individual component and the point at which the fractile percentage is calculated exists in a set of data unto itself.

The response time continuum—the time between when the caller dials 911 and when assistance arrives—is comprised of several components:

- **Alarm Processing Time:** The time interval from the receipt of the alarm at the Primary Public Safety Answering Point (PSAP) until the beginning of the transmittal of the response information via voice or electronic means to emergency response facilities the emergency response units (ERUs) in the field.
- **Turnout Time:** The time interval begins when the emergency response facilities and the ERUs' notification process starts by an audible alarm, visual annunciation, or both, and ends at the beginning point of travel time.
- **Travel Time:** The time interval begins when a unit is enroute to the emergency incident and ends when the unit arrives at the scene.
- **Response Time:** A combination of turnout time and travel time. This is the most utilized measure of fire department response performance.
- **Total Response Time:** The NFPA 1710 definition of Total Response Time is the time interval from the receipt of the alarm at the dispatch center to when the first emergency response unit is initiating action or intervening to control the incident. For this report, Total Response Time will be defined as receipt of the alarm at the dispatch center until the arrival of the first fire department unit.

Figure 31: Response Time Continuum

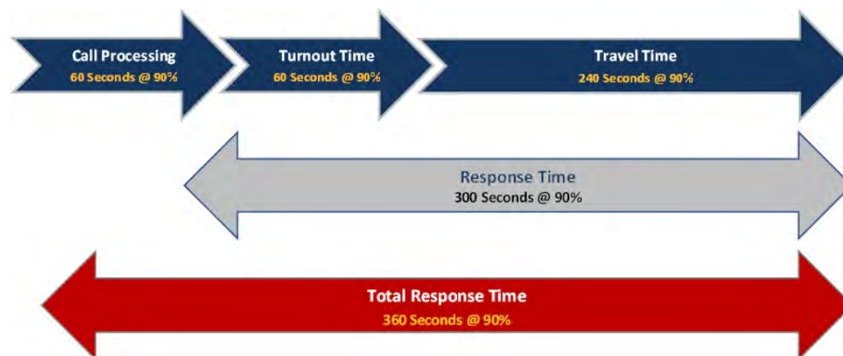


Figure 32: NFPA 1710 Standards for Fire/EMS Responses

Response Interval	NFPA 1710
Alarm Processing	60 seconds or less at 90%
Turnout Time	60 seconds or less at 90%
Travel Time (1 st Arriving Unit)	240 seconds or less at 90%
Travel Time (2 nd Arriving Unit at fire suppression incident)	360 seconds or less at 90%
Travel Time for full first alarm other than high-rise	480 seconds or less at 90%
Travel Time for full first alarm for a high-rise	610 seconds or less at 90%

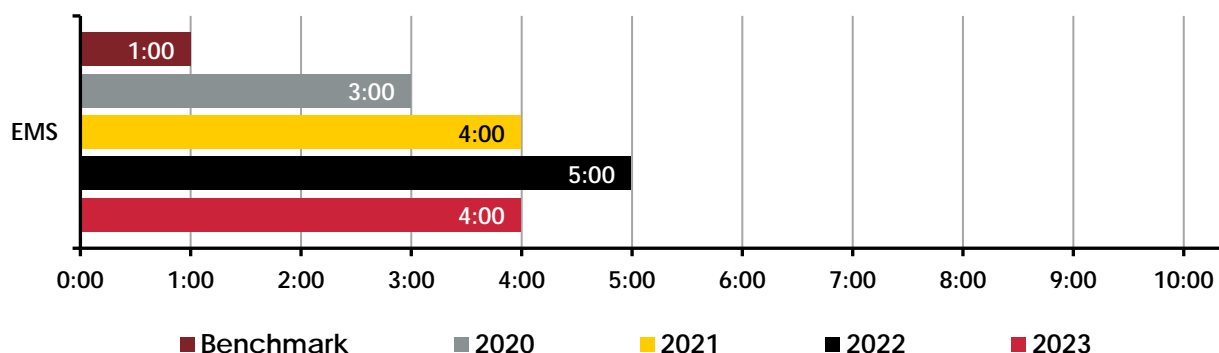
The definitions for each population category follow the Center for Public Safety Excellence (CPSE) standards for density: Urban (> 2,000 persons per square mile), Suburban (> 1,000 persons per square mile), and Rural (< 1,000 persons per square mile).

Incident Data Issues

YCEMS records its incidents in the ESO software system. The timestamps in the data included date, hour and minute timestamps but did not include seconds. When calculating call processing times and turnout times, all results were in whole-minute numbers. While the timestamps provided do give an overall good impression of current performance, calculating to the second for the 90th percentile will not be included in this report for the call processing and turnout times.

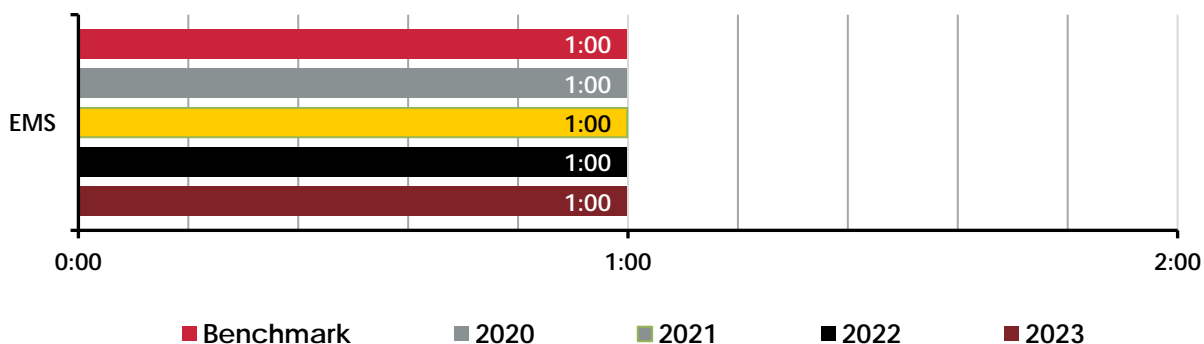
Based on the following analysis, while call processing time improved in 2023, there is room for more improvement in alarm processing time at YCC dispatch. Calculating the alarm processing time using a finer level of time to include seconds could see a marked improvement in the call times for the 90th percentile.

Figure 33: YCEMS Alarm Process Performance—90th Percentile (2020–2023)



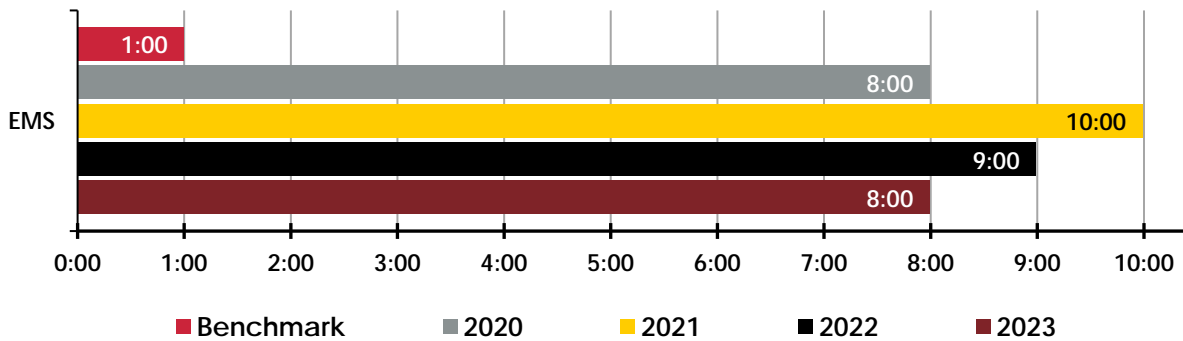
Turnout time performance has been consistent over the 4-year study period. Similar to the Alarm Processing Time, the date and time stamps provided for the calls by YCEMS were rounded to the nearest minute resulting in turnout time processing in whole numbers for the minutes calculations.

Figure 34: YCEMS Turnout Time Performance—90th Percentile (2020–2023)



Travel time is based primarily on the distance from the station. Faster speeds are never recommended due to safety issues and the fact that only minimal improvements can be made by going faster. The more calls closer to the station, the better the travel times will be, and conversely, the more incidents further from the station add to the overall travel time. While Triton has generated times for reference, these times are difficult to change other than by adding additional EMS units in stations in areas of higher service demand.

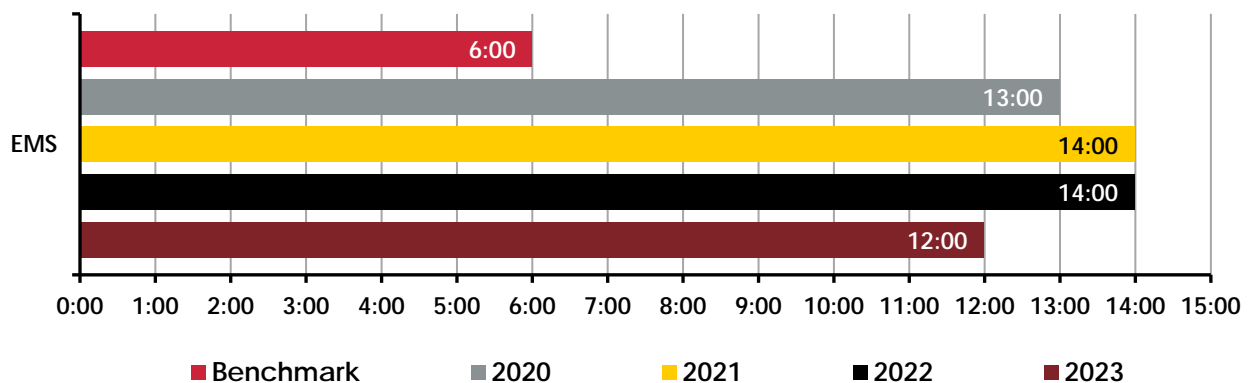
Figure 35: YCEMS Travel Time Performance—90th Percentile (2020–2023)



Total response time has different recommended standards depending on the population density in the area. In urban areas, the NFPA 1710 recommended time of six minutes is a valuable benchmark to achieve. In the other areas, NFPA 1720 gives recommended response times from dispatch notifying the fire department until the first unit arrives. This differs in response time and allows measurement at the 80th percentile rather than the 90th percentile.

While the data could not differentiate the response zone, the composite of all zones is reflected in the measured time. It is recommended that a field be added to define the response zone density so the times can be tracked.

Figure 36: Total Response Time Performance—80th Percentile (2020–2023)



Population Growth & Service Demand Projections

Population Growth Projections

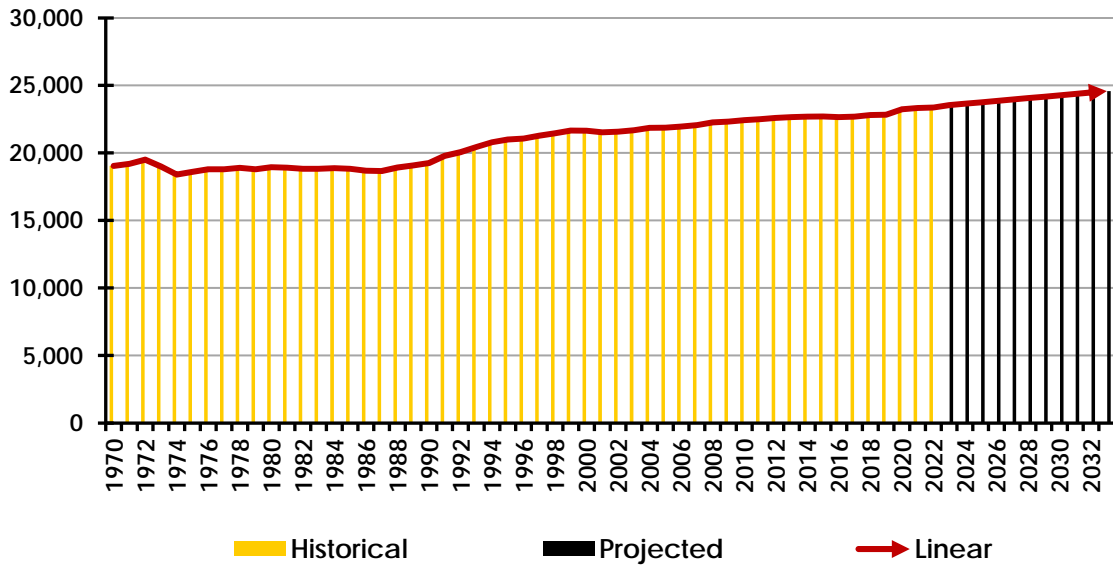
According to the US Census Bureau and the South Dakota Department of Labor & Regulation, the Yankton County had an estimated population of 23,373 as of January 1,

2022. During the 4-year study period from 2020 to 2023 Yankton County had a population increase of approximately 0.5%.

The COVID-19 pandemic and its overall effects on Yankton County is a probable contributing factor to the marginal increase in population. For this analysis in order to get a proper amount of historical data for a future projection model, data was collected from January 1, 1970 to January 1, 2022 on an annual basis.

The following figure shows the projected growth over the next ten years based on the historical data and patterns of past population growth.

Figure 37: Yankton County Population Projections (2023–2033)



Based on the above analysis, Yankton County will see a population increase of 5.16% or approximately 1,207 more residents in the next 10 years. This is a linear projected estimate considering past historical growth of the community. Natural change (births and deaths) and migration of residents into the county could cause this number to be higher.

Service Demand Projections

To forecast the future service demand, AP Triton used the population projections for the County. Population tends to be a relatively good indicator of service demand, and the current service demand per 1,000 persons can provide a standard for service demand at future dates. The assumption is made that the demographics of the future will be like today's demographics.

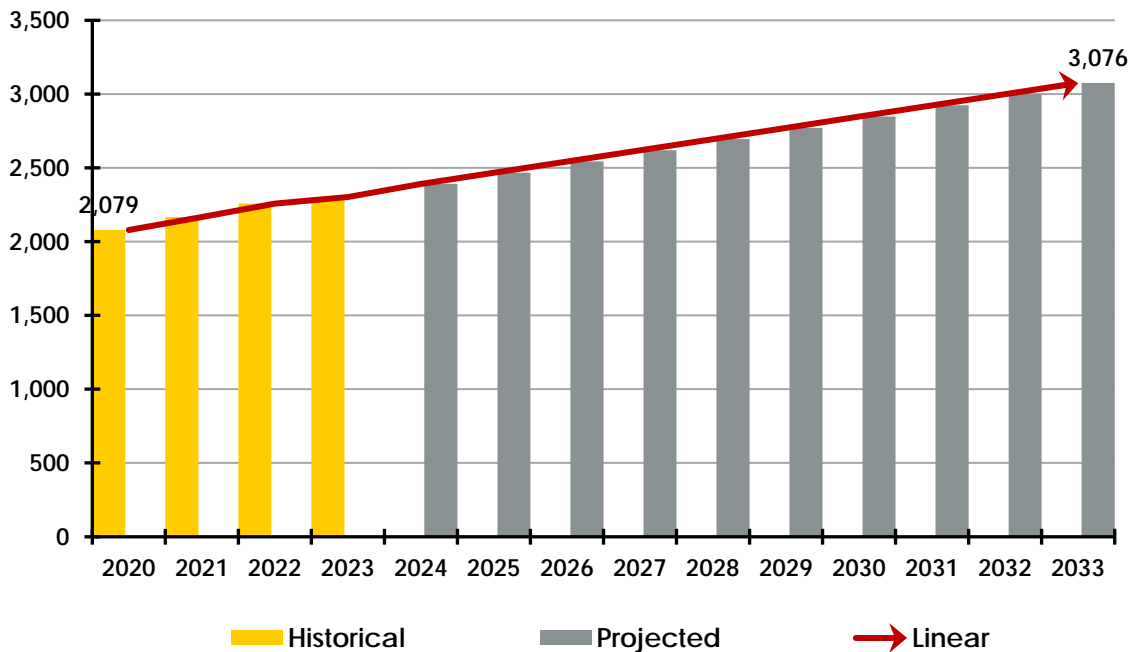
The current service demand per 1,000 population is determined by taking the annual number of responses and dividing by the population number in thousands. The projections in the next figure are based on the population statistics for Yankton County. The following service demand projections are based on the 2033 estimated 24,580 population.

Figure 38: YCEMS Projected Service Demand (2023)

Unit	2023	Calls/1,000 population	Projected Call Volume 2033
CREW 1	1,878	80.35	1,975
CREW 2	424	18.14	446
Totals:	2,302	98.49	2,421

When viewing the data available for the 4-year study period of the number of service calls received, while population has increased marginally the service demand has increased exponentially. If considering only the rate at which the service demands have increase from 2020–2023, YCEMS has a projected service demand increase of 33% over the next ten years with a forecasted minimum call volume of 3,076 calls per year by 2033.

Figure 39: Projected Service Demand (2023–2033)



Based on linear projections in the Population Growth & Service Demand Projections, the County has adequate units to meet future demand. Based on the overall population and EMS call volume projections, it appears that YCEMS current ambulances are sufficient to meet future EMS service demand.

Section II: EMS SYSTEM VALUATION

Payor Mix in Yankton County

The ambulance payor mix refers to the combination of various payment sources contributing to the revenue of ambulance services in a particular area. These payment sources can include government programs like Medicare and Medicaid, private insurance plans, self-pay patients, and other funding mechanisms.

In rural areas such as Yankton County, the payor mix can be influenced by the population's demographics, the prevalence of government-sponsored healthcare programs, and the community's economic status. For instance, a higher percentage of elderly residents may lead to a greater reliance on Medicare. At the same time, a more economically diverse population could result in a mix of private insurance and self-pay patients. The following are some critical components of the payor mix:

Medicare & Medicaid: These are government-sponsored healthcare programs in the United States. Medicare primarily covers individuals aged 65 and older, while Medicaid provides coverage for low-income individuals and families.

Commercial Insurance: This includes health insurance plans provided by private companies. Individuals may obtain private insurance through their employers or by purchasing plans independently.

Self-Pay or Uninsured: Some patients may not have health insurance coverage and are responsible for paying for healthcare services out of pocket. This category is often referred to as self-pay or uninsured patients.

The mix of these different payors can vary for each healthcare provider, and they must monitor and analyze their payor mix to assess financial performance, plan for budgeting and resource allocation, and adapt strategies based on the changing landscape of healthcare reimbursement.

Changes in healthcare policy, economic conditions, and demographic shifts can influence the payor mix for healthcare providers. For example, an aging population may increase the number of Medicare patients, while changes in employment rates might affect the number of patients with private insurance. Healthcare organizations must adapt to these shifts to ensure financial sustainability and effective patient care.

Many subcategories exist for reimbursement, such as workers' compensation, liability plans, and automobile insurance, to name a few. This report will not discuss these subcategories.

Medicare & Medicaid

In Yankton County, Medicare makes up most of the ambulance-transported payor mix at 48%, and the National enrollment in Medicare is approximately 19%. It is common for Medicare to lead the payor mix as it covers every person 65 and older. According to the US Census Bureau, people 65 and older comprise 21.5% of the population². There is a cap on what can be billed for Medicare patients, and currently, that cap is \$648.00, which Medicare usually pays 80% of, or \$518.40.

An additional co-pay usually can be collected at about a 30% rate. This means that if a system average charge for service is \$2,000, Medicare will pay \$518.40, and the patient will have a small co-pay. Yankton County residents can choose a specific Medicare program that a third party administers.

There are similarities in beneficiary copays, but Triton found a range from \$275 - \$350 for copays relative to ambulance transportation. If the system were to charge \$3,000, the payments and co-pays for the patient would be the same, so most rate increases by the County would not effect this payor mix.

In South Dakota, Medicaid is a joint federal and state program that provides health coverage for eligible individuals and families based on income, household size, age, disability, and other factors. The South Dakota Department of Social Services (DSS) typically administers the Medicaid program in the state. Like Medicare, there is a cap on what Medicaid will pay regardless of what is charged; that amount is about \$118.00.

Fortunately, additional Federal enhancements are offered, bringing the reimbursement to over \$1,000. This program will be discussed later in this section. Medicaid is a significant portion of the patients transported in Yankton County, SD, with a percentage of 13%.

Commercial Pay

A commercial insurance payor is an entity that pays for or reimburses the costs associated with commercial insurance policies. For example, a commercial insurance payor would be an insurance company or health plan that provides coverage for individuals or groups' medical services, treatments, and other healthcare-related expenses. Unlike Medicare and Medicaid, commercial insurance typically does not dispute the fees for ambulance transportation.

Therefore, reimbursement is estimated to be 80%. Commercial insurance customarily pays based on what is billed. For example, in Yankton County, SD, the average charge for ALS-1 Emergency of \$1,050 would be reimbursed \$840.

One topic that will be discussed later in this report is the implementation of a First Responder Fee. Most medical insurance covers the cost of pre-hospital emergency medical services (PHEMS) in the form of a First Response Fee. Some insurance providers require a deductible or co-pay; however, most insurance services waive this when patients receive services that originated through the 9-1-1 system.

Self/Uninsured

This payor mix category encompasses individuals who do not meet the criteria for qualifying for Medicare/Medicaid or who have not applied for it and lack commercial insurance coverage. This diverse group spans various income levels, including those with modest incomes and those with incomes well above the average. Historically, it predominantly consisted of individuals employed by smaller companies that did not provide insurance or those who were self-employed.

Consequently, this payor mix includes individuals who can cover the entire cost of ambulance transportation and first responder fees and those who cannot afford any portion of these expenses. Some individuals can make payments and negotiate settlements for partial amounts within this spectrum.

Given the economic diversity within this collective, an aggregate reimbursement rate of approximately 5% of the total collection for this payor mix is expected to be observed. However, implementing the Affordable Care Act (ACA) nationwide has led to a shift in this demographic toward becoming insured.

There are regional differences; for example, since a large area of Yankton County is rural and populated by farmers, they tend to lean toward self-pay or pay-as-you-go.

Figure 40: Yankton County Payor Mix & Transports (2021)

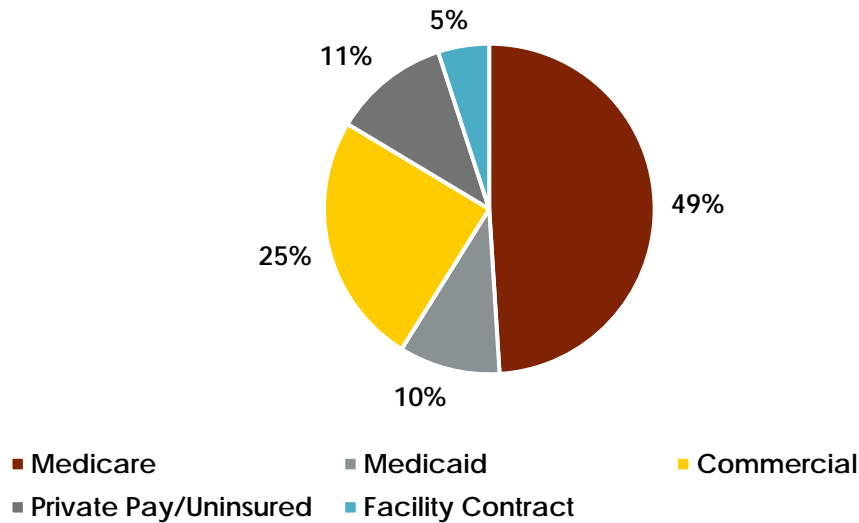
Source	Percentage	No. of Transports
Medicare	49%	1,634
Medicaid	9.9%	330
Commercial	24.7%	823
Private Pay/Uninsured	11.4	379
Facility Contract	5%	189
Total	100%	3,335

Figure 41: Projected Average Transport Billing

Average Rates for Transport	Cost
ALS-1 non-emergency	\$1,050
ALS-1 Emergency	\$1,050
ALS-2 Emergency (Critical EMS Patient)	\$1,417
ALS Specialty Care Transport	\$1,837.50
ALS Intercept	\$262.50
BLS non-emergency	\$840
BLS Emergency	\$840

YCEMS specifies several additional rates including, but not limited to, Lift Assist, Flight Crew, Public Standby, Non-Medical transport, and mileage; however, these charges may not be eligible for Medicare, Medicaid, or commercial insurance reimbursement.

Figure 42: Four Primary Payors Mix Pie Chart



System Valuation

System value is calculated by determining the payor mix and the ALS/BLS transport count and multiplying it by the ALS/BLS transport rates and expected reimbursement from each payor, as shown in the figure below. The data used was from the calendar year 2021. Based on the information and data provided, Triton used \$1,050 as the average ALS rate and \$840 as the average \$840 BLS rate.

Figure 43: EMS System Value

Cost System	Volume	Reimbursement
Medicare/Medicare HMO	1,634	\$816,356
Medicaid	330	\$382,364
Commercially Insured	823	\$622,751
Private Pay/Non-Insured/Other	379	\$17,964
Medicare Co-Payment \$120@30%	—	\$64,026
Total Maximum Payer Mix Reimbursement:		\$1,903,461

The following figure illustrates the value of YCEMS's system assuming ambulance transports at 1,000 annually.

Figure 44: EMS System Value (1,000 Transports Annually)

Cost System	Volume	Reimbursement
Medicare/Medicare HMO	490	\$245,568
Medicaid	99	\$33,561
Commercially Insured	247	\$186,732
Private Pay/Non-Insured/Other	114	\$5,387
Medicare Co-Payment \$120 @ 30%	—	\$19,169
Total Maximum Payer Mix Reimbursement:		\$490,417

The following figure illustrates the value of YCEMS's system assuming ambulance transports at 1,500 annually.

Figure 45: EMS System Value (1,500 Transports Annually)

Cost System	Volume	Reimbursement
Medicare/Medicare HMO	750	\$375,870
Medicaid	164	\$55,427
Commercially Insured	386	\$291,438
Private Pay/Non-Insured/Other	201	\$9,497
Medicare Co-Payment \$120 @ 30%	—	\$29,340
Total Maximum Payer Mix Reimbursement:		\$761,572

The preceding figure most accurately describes the value of YCEMS's system.

The valuation above does not include the Public Provider-Ground Emergency Medical Transportation (PP-GEMT) program payments. PP-GEMT is a program that permits public agencies that provide emergency medical services (EMS) the ability to receive supplemental reimbursement for EMS services currently being offered.

Several states are currently enrolled in the supplemental reimbursement from the Federal Government known as the PP-GEMT program. For example, in California, public agency providers put up approximately \$330.00 for each Medicaid patient projected to be transported in the upcoming year and receive approximately \$1,065 in reimbursement per patient enrolled in Medicaid. California also charges a fee for managing the program of 10%, which should be considered if adopted in South Dakota.

The payments received for transporting Medicaid (Medi-Cal) patients significantly increased from previous formulas using the Quality Assurance Fund (QAF), which expired in California on December 31, 2022, for Public Providers.

The following figures are estimates offered for illustrative purposes, and the PP-GEMT collection amount is subject to change depending on provider participation. As explained further, a public safety agency is eligible for the PP-GEMT program if they continually meet the following requirements:³

- Provides emergency medical transports to Medicaid beneficiaries,
- Is enrolled as a Medicaid provider for the period being claimed, and
- Is owned or operated by the state, a city, county, city and county, fire protection district, special district, community services district, health care district, or a federally recognized Indian tribe.

Treat No Transport (TNT)

A “treat no transport” (TNT) scenario exists where the responding ambulance treats the patient at the scene but does not transport them to the hospital. YCEMS’ adopted fee for ALS Treat, No Transport is \$500, and for BLS Treat, No Transport is \$300.

Figure 46: Treat No Transport Fee (2019–2023)

Call Category	Fee	2019	2020	2021	2022	2023	Totals
ALS Treat, No Transport	\$500	7	10	7	11	5	40 ALS
BLS Treat, No Transport	\$300	5	4	4	10	9	32 BLS
Total TNT:		12	14	11	21	14	72
Total Revenue:		\$5,000	\$6,200	\$4,700	\$8,500	\$6,100	\$30,500

Cost/Revenue Analysis

Cost & Budget

In the vast realm of emergency medical services, the cost of ambulance services is a critical aspect that not only impacts individual residents but also shapes the overall healthcare landscape of a community. As a pivotal component of the healthcare infrastructure, ambulance services play a vital role in ensuring timely and efficient responses to medical emergencies. However, the associated costs can raise questions and concerns for residents and policymakers alike.

This introduction delves into the intricate web of factors influencing the cost of ambulance services in Yankton County. Understanding the cost of ambulance services is a matter of fiscal inquiry and a window into the broader tapestry of community health and well-being.

Triton evaluated YCEMS budget expenditures for the past four years (2019–2022), including the current 2023 expenses. The following figure provides expenditures and is broken into three categories: Personal Services, Operations Expenses, and Tangible Goods.

Figure 47: Budget Expenditures (2019–2022)

Category	2019	2020	2021	2022	2023 (Projected)
Personal Services					
Salaries & Wages	676,164	687,187	700,712	792,112	793,841
OASI	41,425	42,232	42,920	49,111	49,218
Medicare	9,688	9,877	10,038	11,486	11,511
Retirement	28,304	27,616	26,287	30,730	31,324
Work Comp	17,391	15,938	14,315	20,085	20,518
Group Insurance	66,670	67,069	57,499	66,916	87,773
Unemployment	0	0	0	0	0
Health Reimbursement			3,408	6,000	0
Total Personal Services	839,642	849,919	855,179	976,440	994,185
Operations Expenses					
Insurance	12,861	13,836	14,128	14,905	15,200
Prof. Services & Fees	35,936	31,777	75,463	75,140	75,140
Publishing	873	133	1,010	1,000	1,000
Rentals	6,620	5,028	5,059	7,730	7,730
Repairs & Maintenance	44,948	31,580	23,223	47,316	48,262
Supplies & Materials	81,302	107,825	107,780	105,500	112,840
1st Responder Supplies	5,150	5,150	5,150	5,150	5,150
Travel & Conference	6,802	4,375	17,085	7,200	5,500
Utilities	30,738	25,335	26,445	35,070	36,000
Total Operating Expenses	225,230	225,039	275,343	299,011	306,822
Tangible Goods					
Building	0	0	0	0	0
Books	0	1,000	0	0	0
Furniture & Minor Equip.	9,069	36,179	26,650	25,000	25,000
Rescue Equipment	0	0	0	0	0
Machinery & Equipment	0	0	0	0	0
Ambulance Lease	0	0	0	0	0
Other	0	0	0		
Total Tangible Goods	9,069	37,179	26,650	25,000	25,000
Total Expenses:	1,073,941	1,112,137	1,157,172	1,300,451	1,326,007

The following figure details the actual adopted budget for three years (2019–2021), along with what monies are returned to the County.

Figure 48: Actual Budget (2019–2021)

Category	2019	2020	2021
Approved budget	\$1,222,488	\$1,208,388	\$1,208,388
Returned to County	\$148,547	\$96,251	\$51,216
Totals:	\$1,073,941	\$1,112,137	\$1,157,172

In Yankton County, the ripple effects of inflation have permeated various sectors, including the EMS program. The rising costs associated with inflation, such as increased fuel prices, medical equipment expenses, and personnel wages, pose a notable challenge to the sustainability of the County's EMS initiatives. As inflation drives up the overall cost of living and operational expenses, Yankton County's EMS program may grapple with budgetary constraints.

This could affect resource allocation, training programs, and the ability to invest in state-of-the-art medical technologies, all of which are critical for maintaining a robust emergency response system. As the community navigates these economic challenges, local stakeholders and authorities may need to reassess funding mechanisms and explore innovative solutions to ensure the continued effectiveness and accessibility of the EMS program in Yankton County.

The following budget categories are expected to increase by more than five percent from 2023 to 2024: salaries, retirement, and unemployment. In response to rising costs, YCEMS proposes significant reductions in the following categories: professional services, repairs and maintenance, travel, and utilities. Some of these categories can burden short-term budget reductions, such as repairs and maintenance, affecting long-term sustainability in delivering critical EMS services to its residents.

Revenue

EMS ambulance service revenue is the amount of money that an EMS provider earns from transporting and treating patients needing urgent care. EMS ambulance service revenue depends on several factors, such as the number and type of calls, the payer mix, the reimbursement rates, the operational costs, and the efficiency of the billing and collection process. EMS ambulance service revenue can be increased by improving the quality of care, expanding the service area, diversifying the services offered, negotiating better contracts with payers, reducing expenses, and optimizing the revenue cycle management.

In comparing the 2022 ambulance transport revenue against the 2022 actual budget, it is evident that revenue accounted for 63% of budget expenditures, leaving a potential gap of 37% unless YCEMS receives monies from taxes, grants, or other sources.

The billing data provided was limited from August 2020–February 2022. To that end, Triton utilized the calendar year 2021 to evaluate revenue received from multiple sources, including Medicare, Medicaid, Commercial Insurance, Private pay, and facility contracts. Based on that data, the next figure illustrates revenue for years FY 2018–FY 2022.

Figure 49: Actual Total Revenue (2018–2022)

Revenues	Math Formula	FY 2021 Actual
Gross billings		\$1,677,983
Contractual Allowance	Subtract	\$685,279
Net Charges	Total	\$992,704
Write-Offs	Subtract from total	\$307,873
Revenue Adjustment		(\$220)
Payments		
Payments Received		\$680,333
Balance (Monies owed or outstanding)		\$20,252
Total Revenue Potential:		\$700,585

The amounts shown in the preceding figure are estimates based on the billing data provided. Some anomalies were noted and not included. For example, YCEMS received refunds in the amount of \$372 (February 2021), \$208 (September 2021), and \$454.89 (December 2021) that were not reflected in the figure but were reflected in the total.

Cost Recovery

The backbone of all EMS systems is the fiscal sustainability of the system. This is a comprehensive process for any EMS system. All aspects of the EMS system require sustainable funding to allow for current and most importantly future demands of the EMS system. This includes personnel and staffing, billing and collection and capital improvements.

Each EMS system has only so much available revenue within the system. There are limits on the amounts of billing and collections that can be charged for patient care transportation services. This specific area of the EMS system can be very difficult to manage. All EMS systems must work within their healthcare insurance systems. These healthcare insurance systems are both national and regional. This is one of the most evolving areas in EMS today.

There are very limited areas that could have minimal increase impact on the revenue within these services. The specific areas are the expansion of Community Paramedicine and Telehealth health care access. These services again rely on regional resources from the local health care systems within YCEMS service areas.

Section III: FINDINGS & OBSERVATIONS

Findings & Observations

Staffing

The report has identified the current operational staffing levels, the increased administrative staff for in-house billing, and predicted system demands. These levels of the YCEMS staffing are to ensure an Effective Response Force (ERF). This is a method of understanding some of those that impact how YCEMS operates effectively, such as unit hour utilization, time on task, and the available backup capacity within the system.

The current level of UHU is within recognized acceptable operational limits to meet YCEMS operational needs. As with most EMS systems, there is a need to comprehensively understand how to meet both seasonal and predictable service demand peaks that impact the system. These operational demands are not just related to the current service demands. Also, the potential for providing additional patient health care services to the community of the high-risk frequent users and aging population.

The YCEMS system provides operational functions such as First Responder, patient transportation, special event standby, rural responses, and specialized patient care transportation services. These services can cause additional operational demands upon the system. To provide these services takes a dedicated workforce. To meet some needs, retention, recruitment, and training must be emphasized. All EMS systems must be competitive in the areas of retention and recruitment. This can be somewhat problematic for smaller and rural systems. In the current workforce environment, leadership must be creative to meet these needs. From flexible scheduling, training opportunities, and comparable pay compensation if necessary.

Billing & Collections

As stated in this report, this is a critical component of all EMS systems that often gets overlooked and undervalued. Every EMS system has a set level of available revenue within the system. How those revenues are achieved depends on the administrative resources available. When using a third-party biller, YCEMS has experienced one of the major risks to any EMS system. The biller did not perform their due diligence in the billing and collecting patient care service provided. In this case, insufficient resources to monitor the billing company caused a short-term decrease in revenue received.

Bringing the patient care billing process in-house can be difficult for any EMS system. In the case of YCEMS, this made all the sense and outweighed any concerns or risks associated with providing these in-house services.

This critical administrative move to bring in-house billing appears to be a very effective and efficient decision. This decision requires long-term planning and administrative support to ensure that all the needed resources are provided for the in-house billing process to ensure the continuity and consistency of the patient care billing process.

The possibility of forecasting YCEMS' potential future revenues was difficult at best. This was due to the lack of information on patient care billing and collection from the former third-party billing company. The process of bringing billing and collection processes in-house has not been in place long enough to provide the necessary data to establish a trend analysis. The national trends and information from CMS might lead to the best forecasting of potential revenues. The inflationary healthcare factors are from CMS, the medical CPI set by the Bureau of Labor Statistics (BLS), and other healthcare data resources. These resources could provide YCEMS with the necessary information to make fiscal adjustments to the ambulance transportation rates annually.

Sustainable Revenues

Besides providing patient care, the most important issue facing any EMS system is the sustainable revenue for the EMS system to operate. Sustainable funding allows YCEMS to provide the current services that communities require. This also allows for longer-term issues, e.g., recruitment, the potential of community paramedicine services, and preventive health care services for the high-risk population.

A new national trend is that some insurance companies want to make some type of 'capitated rate' for patient care service contracts. This is limited to state-by-state locations due to insurance regulatory concerns within each state. The goal of the insurance companies is to have a known annual billing amount owed to the specific EMS providers.

It is common for EMS systems to have multiple sources of funding, e.g., billing for services provided and tax-based funding. Allowing a portion of the system funding to come from EMS provided and billed. As stated in this report, there is a balance between ambulance charges (patient billing) and the available allowable reimbursements. With governmental insurance, e.g., Medicare and Medicaid, these payments are capitated to federal rates as defined geographically throughout the nation. Historically, reimbursements do not cover the costs of these patient care services.

This leads to the required healthcare ‘cost shifting’ that all EMS systems must operate with. The increase in the aging community population leads to Medicare and Medicaid insurance coverage eligibility. YCEMS needs to understand the Medicare and Medicaid limits with the federal reimbursement levels. This could identify concerns about how the system’s long-term sustainability revenue will be achieved. The system’s revenue may not allow the healthcare cost shifting to cover all the necessary system costs.

This can include raising the maximized ambulance billing rate levels for the services provided. These higher rates mostly impact the commercially insured and the self-paying payors. The national trend is that when ambulance billing rates are raised by 10%, there will be only a net increase of 3-4% in revenues. This may not allow for the cost recovery levels needed to achieve sustainability from ambulance billing alone.

One of the most sustainable and predictable funding sources is the tax-based EMS system. This can provide a combination of augmented levels that reach a funding amount to achieve sustainability. This depends on the demands/needs and revenues available within the system. This is one of the most common types of system funding across the country. This would be in the form of an Ambulance District. South Dakota state statute allows for local governance to be established. The responsibility of local control and authority would be with the Yankton County Commissioners.

AP Triton’s fiscal recommendation is to have a contingent operating reserve fund of 3-months. Ideally, this contingent reserve should be closer to 6-9 months. These funds allow the YCEMS to operate fully without impacting the county’s general budget. These funds are in place for catastrophic issues, e.g., Medicare audits and immediate vehicle replacements. Should a Medicare audit occur, there could be a complete hold on all revenues billed during this period until the audit is completed and closed, which could last 3 months or more.

Capital Improvements

YCEMS has some opportunities in this area. The current facility is an older building (1906); YCEMS is using that along with county emergency management. This shared occupancy was never designed to meet these current occupancy demands. Many of these older buildings can no longer keep up with the needs of the occupants sharing the facility. As it relates to EMS specifically, the increased need for administrative (in-house billing) and training/educational spaces are the highest current demands. It is common for EMS systems to outgrow their original facilities where the systems first start their services.

The depreciation and/or improvement costs could be budgeted within the YCMES reserve budget or at the county budget level. YCEMS should explore all opportunities to locate space that could accommodate system needs.

Other less expensive capital costs include cardiac monitors, patient care devices, e.g., LUCAS® chest compression devices, power cot patient loading stretchers, and modernized EMS training simulators. These important devices can cost an EMS system from \$22,000 to \$45,000, plus the ongoing preventive maintenance costs. These are just examples of behind-the-scenes administrative and operational/training functions required to maintain the YCEMS system.

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Appendix B: References

¹ History of Yankton County, Yankton County website (www.co.yankton.sd.us).

² www.census.gov/quickfacts/fact/table/yanktoncountysouthdakota/PST045222

³ www.dhcs.ca.gov/provgovpart/Documents/PPGEMT-IGT-FAQs-.pdf

YANKTON COUNTY COMMISSION MEETING
April 09, 2024

A special meeting of the Yankton County Commission was called to order by Chairman John Marquardt at 10:00 a.m. on Tuesday, April 09, 2024.

Action 24115C: A motion was made by Klimisch and seconded by Heine to open session for County & Consolidated board of Equalization. All present voted aye; motion carried, 4-0.

Yankton County Consolidated Board of Equalization will be held April 19,2024 at 10:00 AM in the Commission Chambers.

There were no public comments. Chairman Marquardt closed public comment.

Action 24116C: A motion was made by Klimisch and seconded by Heine to adjourn. All present voted aye; motion carried, 4-0.

The next regular meeting will be Tuesday, April 16, 2024 at 6:00 p.m.

John Marquardt, Chairman
Yankton County Commission

ATTEST:
Patty Hojem, County Auditor

YANKTON COUNTY COMMISSION MEETING
April 16, 2024

The regular meeting of the Yankton County Commission was called to order by John Marquardt at 6:00 p.m. on Tuesday, April 16, 2024.

Roll call was taken with the following Commissioners present: Wanda Howey-Fox, Ryan Heine, Dan Klimisch (via phone), Don Kettering and John Marquardt.

There were no conflicts of interest reported by Commissioners.

Action 24115C: A motion was made by Fox and seconded by Klimisch to approve the meeting agenda with the following change: Item 7 will be postponed to the next commission meeting. All present voted aye; motion carried, 5-0.

Commissioner Fox will abstain from voting on the second set of claims.

There was no public comment. Chairman Marquardt closed public comment.

Highway Superintendent Mike Sedlacek appeared before the board for approval of the Harding County bid for milling from Loiseau Construction, Inc., on project 448 Avenue Southwest of Volin Road.

Action 24116HWY: A motion was made by Fox and seconded by Kettering to approve the milling bid as presented. All present voted aye; motion carried, 5-0.

Brian Hunhoff appeared before the board to present the Register of Deeds first quarter report for 2024. Hunhoff also gave an update on the historic photos project.

Action 24117ROD: A motion was made by Klimisch and seconded by Fox to accept the 2024 first quarter report from the Register of Deeds Office. A detailed report is on file with the County Auditor. All present voted aye; motion carried, 5-0.

Ambulance Director Eric Van Dusen presented the first quarter monthly report for 2024 and to approve items as surplus. Van Dusen also gave an update on the AP Triton study.

Action 24118AMB: A motion was made by Kettering and seconded by Heine to accept the 2024 first quarter report from the Ambulance Office. A detailed report is on file with the County Auditor. All present voted aye; motion carried, 5-0.

Action 24119AMB: A motion was made by Fox and seconded by Heine to surplus the 3-Lifepak 500 Automated External Defibrillators. All present voted aye; motion carried, 5-0.

Action 24120Z: A motion was made by Klimisch and seconded by Fox to adopt the following resolution: Whereas it appears Joseph Mutschelknaus, owner of record, has caused a replat to be made of the following real property: Lots 1 through 12, Block 5, Timberland Park Addition, SE1/4, Section 15-93N-56W, hereinafter referred to as Utica South Township, County of Yankton, S.D., and has submitted such plat to the Yankton County Planning Commission and Yankton County Commission for approval. Now therefore be it resolved that such plat has been executed according to law and conforms to all existing applicable zoning, subdivision, erosion and sediment control and same is hereby approved. County Auditor is hereby authorized and directed to endorse on such the proper resolution and certify the same. All present voted aye; motion carried, 5-0.

Action 24121Z: A motion was made by Klimisch and seconded by Heine to adopt the following resolution: Whereas it appears Grant Reade, owner of record, has caused a replat to be made of the following real property: Tract 1, Reade Addition, SE1/4, NE1/4 Section 10-93N-55W, Yankton County, South Dakota hereafter to be as known as Tract 2, Reade Addition, SE1/4, NE1/4, Section 10-93N-55W, Yankton County, South Dakota hereinafter

referred to as Mission Hill South Township, County of Yankton, S.D., and has submitted such plat to the Yankton County Planning Commission and Yankton County Commission for approval. Now therefore be it resolved that such plat has been executed according to law and conforms to all existing applicable zoning, subdivision, erosion and sediment control and same is hereby approved. County Auditor is hereby authorized and directed to endorse on such the proper resolution and certify the same. All present voted aye; motion carried, 5-0.

Action 24122: A motion was made by Klimisch and seconded by Fox to adopt the following resolution: Whereas it appears Dumont Holdings, owners of record, has caused a plat to be made of the following real property: Lots 9, 10, 11, 12, 13 and 14, Forest Lake Subdivision, NW1/4, NW1/4, Section 13-93N-57W, hereinafter referred to as Utica South Township, County of Yankton, S.D., and has submitted such plat to the Yankton County Planning Commission and Yankton County Commission for approval. Now therefore be it resolved that such plat has been executed according to law and conforms to all existing applicable zoning, subdivision, erosion and sediment control and same is hereby approved. County Auditor is hereby authorized and directed to endorse on such the proper resolution and certify the same. All present voted aye; motion carried, 5-0.

Action 24123C: A motion was made by Fox and seconded by Kettering to approve the April 2, 2024 minutes. All present voted aye; motion carried, 5-0.

Action 24124A: A motion was made by Fox and seconded by Heine to approve the claims:.

Commissioners: Clarity Telecom, LLC (Utilities) \$50.50; Medica (Other) \$123.33; Yankton County Observer (Publishing) \$497.23; Yankton Daily Press & Dakotan (Publishing) \$278.24; Elections: Qualified Presort Services (Supplies) \$69.68; Court: Avera Sacred Heart Hospital (Lab) \$1,564.00; Blackburn & Stevens Prof. LLC (Prof Services) \$1,048.18; Patricia LaCroix (Minor) \$300.00; Computer Forensic Resources, Inc. (Prof Services) \$1,200.00; Blue Light Investigation, LLC (Prof Services) \$1,030.00; Grand Jury (Fees) \$579.36; Kennedy Pier Loftus & Reynolds, LLP (Minor) \$1,839.10; Kennedy Pier Loftus & Reynolds (Prof Services) \$368.00; LaCroix Law Office (Neglected) \$1,316.84; Department of Health (Prof Services) \$930.00; Dean Schaefer (Prof Services) \$2,518.00; Thomson Reuters-West (Supplies) \$1,134.06; Auditor: Andersen Telecom, LLC (Prof Services) \$100.00; Clarity Telecom, LLC (Utilities) \$121.00; SHI International Corp. (Prof Services) \$139.00; LEAF (Rentals) \$183.35; Qualified Presort Services (Supplies) \$270.64; SDACO (travel) \$200.00; Security Shredding Services (Maintenance) \$40.00; One Office Solution (Maintenance) \$100.70; One Office Solution (Supplies) \$34.27; Thomson Reuters-West (Supplies) \$177.27; Treasurer: Andersen Telecom, LLC (Maintenance) \$1,825.00; Clarity Telecom, LLC (Utilities) \$197.87; SHI International Corp. (Prof Services) \$139.00; LEAF (Rentals) \$133.60; Yankton County Observer (Publishing) \$216.35; Qualified Presort Services (Supplies) \$164.68; SDACO (Travel) \$200.00; Security Shredding Services (Maintenance) \$80.00; Data: Andersen Telecom, LLC (Prof Services) \$173.48; Clarity Telecom, LLC (Utilities) \$718.82; SHI International (Maintenance) \$28,596.32; First Bankcard (Maintenance) \$831.24; States Attorney: Century Business Products (Rentals) \$200.97; Century Business Products (Maintenance) \$261.77; Deb Lillie (Diversion) \$162.30; Satellite Tracking of People (Diversion) \$269.75; Culligan (Supplies) \$43.50; Yankton Transit (Division) \$277.50; Tyler Larsen (Travel) \$698.16; Qualified Presort Services (Supplies) \$88.30; Security Shredding Services (Maintenance) \$40.00; One Office Solution (Supplies) \$551.18; Thomson Reuters-West (Supplies) \$211.66; Government Center: Clarity Telecom, LLC (Utilities) \$25.25; JJ Benji (Supplies) \$56.00; Janssen’s Garbage Service (Maintenance) \$270.00; Johnson Controls, Inc. (Maintenance) \$172.20; JCL Solutions (Supplies) \$179.90; Menards (Supplies) \$41.94; MidAmerican Energy (Utilities) \$649.50; Director of Equalization: Clarity Telecom, LLC (Utilities) \$193.50; Microfilm Imaging Systems (Maintenance) \$120.00; Qualified Presort Services (Supplies) \$40.86; Security Shredding Services (Maintenance) \$40.00; One Office Solution (Maintenance) \$260.48; Yankton Daily Press & Dakotan (Publishing) \$230.40; First Bankcard (Travel) \$68.29; Register of Deeds: Clarity Telecom, LLC (Utilities) \$172.08; SHI International Corp. (Prof Services) \$139.00; Qualified Presort Services (Supplies) \$50.08; SDACO (Travel) \$200.00; One Office Solution (Supplies) \$225.46; One Office Solution (Maintenance) \$35.45; Veterans Service Office: Clarity Telecom, LLC (Utilities) \$25.25; Rob Stickney (Travel) \$92.54; SHI International Corp. (Prof Services) \$139.00; LEAF

(Rentals) \$48.92; Qualified Presort Services (Supplies) \$15.65; One Office Solution (Maintenance) \$8.64; Safety Center Building: C & B Operations, LLC (Maintenance) **\$29.41; Mark's (Supplies) \$1,459.82; Clarity Telecom, LLC (Utilities) \$79.99; City of Yankton (Dumpster Fees) \$192.00; Cole Papers, Inc. (Supplies) \$442.84; ECHO Group (Supplies) \$34.02; KONE, Inc. (Maintenance) \$368.34; Mead Lumber (Supplies) \$3.99; Menards (Supplies) \$210.35; MidAmerican Energy (Utilities) \$1,568.29; Olson's Pest Technicians (Maintenance) \$137.00; Sheriff: Andersen Telecom, LLC (Computer Services) \$200.00; Hanson Briggs Specialty Advertising, Inc. (Supplies) \$178.68; Greg Jensen (Travel) \$100.00; City of Yankton (Fuel) \$2,849.73; Xtreme Car Wash (Maintenance) \$184.80; Rod Pieper (Fuel) **\$38.50; Lo's Designs LLC dba Mayer Signs (Supplies) \$91.84; Guardian Alliance Technologies (Maintenance Contract) \$65.00; Zach Clifton (Travel) \$100.00; FedEx (Prof Services) \$319.44; Pennington County Jail (Travel) \$734.55; Qualified Presort Services (Maintenance Contract) \$108.76; TriTech Software Systems (Maintenance Contract) \$120.00; Tire Muffler Alignment (Maintenance) \$8,014.44; One Office Solution (Maintenance Contract) \$71.50; One Office Solution (Supplies) \$454.95; County Jail: Avera Sacred Heart Hospital (Prof Services) \$1,433.98; Andersen Telecom, LLC (Maintenance) \$450.00; Charm-Tex (Supplies) \$1,584.10; McKesson Medical-Surgical, Inc. (Supplies) \$53.08; Trinity Services Group (Food Services) \$5,308.86; SHI International Corp. (Prof Services) \$139.00; Avera Medical Group-Radiology (Prof Services) \$11.00; Sapphire Health, LLC (Prof Services) \$9,479.05; Horizon Health Care, Inc. (Prof Services) **\$841.21; JCL Solutions (Supplies) \$1,204.56; Olson's Pest Technicians (Maintenance) \$155.00; Correctional Risk Services (Inmate Insurance) \$2,418.00; Yankton Medical Clinic (Prof Services) \$625.27; Coroner: Sanford Health (Prof Services) \$2,741.00; Juvenile Detention: Minnehaha County Juvenile Detention Center (Rentals) \$31,550.64; Yankton Area Search & Rescue: Hanson Briggs Specialty Advertising, Inc. (Supplies) \$25.00; NAPA Auto Parts of Yankton (Supplies) \$50.97; First Bankcard (Supplies) \$844.70; Poor Relief: Andersen Telecom, LLC (Prof Services) \$75.00; Ramkota Hotel & Conference Center (Travel) \$136.80; Dawn Kirchner (Travel) \$261.74; Qualified Presort Services (Supplies) \$75.03; Contract Center: Yankton County Contract Center (1st Allotment) \$15,000.00; Public Health Nurse: Clarity Telecom, LLC (Utilities) \$202.81; Everbank, N.A. (Rentals) \$38.51; Qualified Presort services (Supplies) \$17.59; Ambulance: Avera Sacred Heart Hospital (Supplies) \$17.01; Andersen Telecom, LLC (Maintenance) \$350.00; Clarity Telecom, LLC (Utilities) \$140.06; Bound Tree Medical, LLC (Supplies) \$1,941.40; City of Yankton (Supplies) \$1,505.51; Amazon Capital Services (Supplies) \$34.88; House of Brands (Supplies) \$1,721.50; SHI International Corp. (Prof Services) \$538.00; Waystar, Inc. (Prof Services) \$588.99; Javier Lopez (Supplies) \$20.17; Investigative Services (Prof Services) **\$149.00; Janssen's Garbage Service (Maintenance) \$330.00; LEAF (Rentals) \$139.56; Menards (Supplies) \$87.14; Overhead Door Company of Sioux City (Maintenance) \$458.75; Tire Muffler Alignment (Maintenance) \$4,033.48; Mentally Handicapped: Dakotabilities (Misc.) \$540.00; SD Achieve dba Lifescape (Misc.) \$120.00; First Bankcard (Supplies) \$663.72; First Bankcard (Travel) \$42.34; First Bankcard (Minor Equipment) \$210.99; Mental Illness Board: Val Larson (Hearings) \$37.00; Mark Katterhagen (Hearings) \$37.00; Lewis & Clark Behavioral Health Services (Hearings) \$1,065.00; Lincoln County Treasurer (Hearings) \$2,688.85; LaCroix Law Office (Hearings) \$418.33; Luci Lewno (Hearings) \$843.28; Dean Schaefer (Hearings) \$462.00; Extension: Katie Doty (Travel) \$70.56; MidAmerican Energy (Utilities) \$90.48; Danielle Schurman (Group Insurance) **\$72.60; Northwestern Energy (Utilities) \$197.45; Olson's Pest Technicians (Maintenance) \$150.00; Weed: One Office Solution (Supplies) \$20.33; Planning and Zoning: Andersen Telecom, LLC (Prof Services) \$350.00; Clarity Telecom, LLC (Utilities) \$50.50; Microfilm Imaging Systems (Maintenance) \$70.00; Qualified Presort Services (Supplies) \$47.03; One Office Solution (Supplies) \$21.18; Yankton Daily Press & Dakotan (Publishing) \$394.15; First Bankcard (Supplies) \$14.01; Highway: Automatic Building Controls (Maintenance) \$600.00; Appeara (Supplies) \$152.49; Andersen Telecom, LLC (Prof Services) \$50.00; Bomgaars (Supplies) \$184.98; B-Y Water District (Utilities) \$100.50; Barco Municipal Products, Inc. (Supplies) \$840.30; Clarity Telecom, LLC (Utilities) \$101.00; NAPA Auto Parts of Yankton (Supplies) \$620.28; CenturyLink (Utilities) \$70.45; Certified Laboratories (Supplies) \$492.46; IMEG Corp. (Annual Projects) \$7,500.00; CHS, Inc. (Supplies) \$1,957.80; D-P Tools (Supplies) \$43.95; Dakota Battery, LLC (Supplies) \$484.85; SHI International Corp. (Prof Services) \$139.00; Environmental Dust Control of the Midwest, Inc. (Annual Projects) \$37,415.50; First Bankcard (Supplies) \$30.75; First Bankcard (Travel)**********

\$302.58; Francotyp-Postalia, Inc. (Supplies) \$68.85; I State Truck Center (Supplies) \$276.72; **Janssen's Garbage Service (Utilities) \$60.00; Kimball Midwest (Supplies) \$272.25; Menards** (Supplies) \$166.83; Midwest Radiator & Exhaust (Supplies) \$33.00; MidAmerican Energy (Utilities) \$477.51; Road King, Inc. (Supplies) \$943.21; Riverside Hydraulics & Labs (Supplies) \$13.55; Southeastern Electric Co. (Utilities) \$43.68; Titan Machinery (Bridges) \$1,334.80; One Office Solution (Supplies) \$20.33; E911: CenturyLink (Utilities) \$166.40; Golden West Telecommunications (Utilities) \$147.21; Emergency Management: Andersen Telecom, LLC (Maintenance) \$100.00; B-Y Electric (Utilities) \$54.00; Extreme Car Wash (Maintenance) \$72.00; ECHO Group, Inc. (Maintenance) \$1,225.00; Verizon (Utilities) \$122.15; Erin Hacecky (Supplies) \$74.33; LEAF (Rentals) \$158.97; Tabor Lumber Coop. (Supplies) \$394.07; First Bankcard (Supplies) \$932.09; First Bankcard (Prof Services) \$387.94; First Bankcard (LEPC Supplies) \$304.75; County Buildings: Culligan (Misc.) \$228.20; ECHO Group, Inc. (Misc.) \$324.63; 24/7: Precision Kiosk Technologies (Supplies) \$1,350.00; PharmChem, Inc. (Supplies) \$3,738.15; Non-Departmental: Cortrust Bank (Davis Excavation-Marindahl Township) \$8,470.00; Cortrust Bank (True North-Marindahl Township) \$12,356.90; Cortrust Bank (Marindahl Township) \$1,100.00; Satellite Tracking of People (Jail Tracking Monitors) \$292.50; CAM Daily Fee (Refund) \$27.00; SCRAM (Refund) \$170.00; Byron Nogelmeier (CAM Daily Fee) \$3,533.00; Byron Nogelmeier (State Participation Fee) \$256.00; SD Dept of Revenue (Notary Fees) \$5.85; SD Dept of Revenue (Other Copies) \$3.13; SD Dept of Revenue (Assessor Copies) \$.59; SD Department of Revenue (Finger Prints) \$68.25; SD Dept of Revenue (Motor Vehicle Fees) \$492,235.31; SD Dept of Revenue (Waste Fee) \$6,550.25; SD Dept of Revenue (ROD Fees) \$1,530.00; SD Dept of Revenue (HSC Services) \$4,834.89; SD Dept of Revenue (Redfield Services) \$120.00. General Fund \$177,093.72; Road & Bridge \$54,797.62; Emergency Management \$3,825.30 All present voted aye; motion carried, 5-0.

Action 24125A: A motion was made by Heine and seconded by Klimisch to approve the second set of claims: Court: Harmelink & Fox (Prof Services) \$9,438.51. Voting aye: Heine, Klimisch, Kettering and Marquardt. Fox abstained. Motion carried, 4-0.

There were no public comments. Chairman Marquardt closed public comment.

Action 24126C: A motion was made by Fox and seconded by Kettering to recess the regular session at 6:40 p.m. and convene in executive session to discuss Poor Relief Issues Pursuant to SDCL 1-25-2 & 28-13 and 28-13-1.3 and Personnel Issue Pursuant to SDCL 1-25-2(1). All present voted aye; motion carried, 5-0.

Action 24127C: A motion was made by Fox and seconded by Heine to adjourn executive session at 6:50 p.m. and reconvene in regular session. All present voted aye; motion carried, 5-0.

Action 24128C: A motion was made by Fox and seconded by Kettering to approve CW.MI.24-02-001 for \$500.00. All present voted aye; motion carried, 4-0.

Commission updates: Gov Tech summit, Grant Class and GOED update.

There was no public comment. Chairman Marquardt closed public comment.

Action 24129C: A motion was made by Kettering and seconded by Heine to adjourn. All present voted aye; motion carried, 4-0.

The next regular meeting will be Tuesday, May 7th, 2024 at 6:00 p.m.

John Marquardt, Chairman
Yankton County Commission

ATTEST:
Patty Hojem
Yankton County Auditor

Date Received _____
Date Issued _____

2024-2025

License No. RB-25280

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

CAPTAIN NORMS LLC
43592 SD HIGHWAY 52
YANKTON, SD 57078-6349

Lic # RB-25280
CAPTAIN NORMS
43592 SD HIGHWAY 52
YANKTON, SD 57078-6349

Owner's Telephone #: (605) 661-0054

Business Telephone #: (605) 665-4271

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this License in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

☐ Yes ☒ No If Yes, please list on the back page

Place of business is located in a municipality? ☐ Yes ☒ No

County: Yankton

Do you own ☒ or lease ☐ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

Are you of good moral character having never been convicted of a felony? ☒ Yes ☐ No

D. Legal description of licensed premise:

Captain Norms LLC
Parcel C Exc Lot H-1 and E 15' Parcel
D and Exc N370' and S290' W35'
E50' Parcel D, Section 17, 93N/56W
09.017.100.135

E. State Sales Tax Number: _____

F. New license? _____ **Transfer? (\$150)** _____ **Re-issuance?** ☒

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4-22-24

Print Name

Dan E. Groetken

Signature

[Signature]

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-3578

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

DONLIN MARINE, LLC
PO BOX 19
PICKSTOWN, SD 57367

Lic # RB-3578
LEWIS & CLARK MARINA
43527 SHORE DR
YANKTON, SD 57078

Owner's Telephone#: (605) 491-0023

Business Telephone #: 605-665-3111

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this License in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

☒ Yes ☐ No If Yes, please list on the back page

Place of business is located in a municipality? ☐ Yes ☒ No

County: Yankton

Do you own ☐ or lease ☒ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

Are you of good moral character having never been convicted of a felony? ☒ Yes ☐ No

D. Legal description of licensed premise:

Donlin Marine, LLC dba
Lewis & Clark Marina
SW4 NW4, Section 17, 93N/56W
09.017.400.300

E. State Sales Tax Number: _____

F. New license? _____ **Transfer? (\$150)** _____ **Re-issuance?** ☒

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/10/24 Print Name Chris Donlin Signature _____

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority

vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

APR 15 2024

PATTY A. HOJEM
COUNTY AUDITOR

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-25278

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and
Mailing Address

B. Doing Business As Name and Physical Address

DONLIN MARINE, LLC
43497 SHORE DR
YANKTON, SD 57078-6890

Lic # RB-25278
MARINA BAR & GRILL
43497 SHORE DR
YANKTON, SD 57078-6890

Owner's Telephone#: (605) 689-2111

Business Telephone #: (605) 689-2111

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Place of business is located in a municipality? [] Yes ☒ No

County: Yankton

Do you own [] or lease ☒ this property? (Check one)

Are real property taxes paid to date? ☒ Yes [] No

Are you of good moral character having never been convicted of a
felony? ☒ Yes [] No

D. Legal description of licensed premise:

Donlin Marine, LLC dba
Marina Bar & Grill
N2 SW4, Section 17, 93N/56W
09.017.200.110

Is this License in active use? ☒ Yes [] No

Do you or any officers, directors, partners, or stockholders hold
any other alcohol retail, manufacturing, or wholesaler licenses?

☒ Yes [] No If Yes, please list on the back page

E. State Sales Tax Number: _____

F. New license? _____ Transfer? (\$150) _____ Re-issuance? ☒

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/10/24 Print Name Chris Donlin Signature _____

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

IN THE OFFICE OF
YANKTON COUNTY AUDITOR

APR 15 2024

For Local Government Use

Renewal - no public hearing held ☒ AUDITOR
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-2638

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and
Mailing Address

B. Doing Business As Name and Physical Address

PUMP N STUFF - RIVERSIDE LLC
3708 W 8TH ST
YANKTON, SD 57078-6370

Lic # RB-2638
PUMP N STUFF
3708 W 8TH ST
YANKTON, SD 57078-6370

Owner's Telephone#: (605) 326-5342

Business Telephone #: (605) 665-1631

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this License in active use? ☒ Yes [] No

Do you or any officers, directors, partners, or stockholders hold
any other alcohol retail, manufacturing, or wholesaler licenses?

☒ Yes [] No If Yes, please list on the back page

Place of business is located in a municipality? [] Yes ☒ No

County: Yankton

Do you own ☒ or lease [] this property? (Check one)

Are real property taxes paid to date? ☒ Yes [] No

Are you of good moral character having never been convicted of a
felony? ☒ Yes [] No

D. Legal description of licensed premise:

Pump N Stuff - Riverside LLC
W220' S943' N2 W2 W2
NW4 Less Lt H-2
Section 15, 93N/56W
09.015.400.416

E. State Sales Tax Number: _____

F. New license? _____ Transfer? (\$150) _____ Re-issuance? ☒

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4-1-24 Print Name David Lockwood Signature _____

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-2772

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

JOSEPH D SYROVATKA
148 SUBSTATION DR
LESTERVILLE, SD 57040-5815

Lic # RB-2772
JOES SUBSTATION
148 SUBSTATION DR
LESTERVILLE, SD 57040-5815

Owner's Telephone#: (605) 364-7414

Business Telephone #: (605) 364-7414

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Place of business is located in a municipality? ☒ Yes [] No

County: Yankton

Do you own ☒ or lease [] this property? (Check one)

Are real property taxes paid to date? ☒ Yes [] No

Are you of good moral character having never been convicted of a felony? ☒ Yes [] No

D. Legal description of licensed premise:

Joe's Substation
Lt 1 Blk 2 Syrovatka's Addn
Section 4, 94N/57W
14.004.300.320

Is this License in active use? ☒ Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
[] Yes ☒ No If Yes, please list on the back page

E. State Sales Tax Number: _____

F. New license? _____ **Transfer? (\$150)** _____ **Re-issuance?** ☒

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4-15-24 Print Name Joseph D Syrovatka Signature Joseph D Syrovatka

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-3024

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

GERSTNER OIL CO INC
PO BOX 59
YANKTON, SD 57078-0059

Lic # RB-3024
GERSTNER OIL CO
3004 E HIGHWAY 50
YANKTON, SD 57078-6521

Owner's Telephone#: (605) 665-1126 605-215-9373

Business Telephone #: (605) 665-5568

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Place of business is located in a municipality? [] Yes [x] No

County: Yankton

Do you own [x] or lease [] this property? (Check one)

Are real property taxes paid to date? [x] Yes [] No

Are you of good moral character having never been convicted of a felony? [x] Yes [] No

D. Legal description of licensed premise:

Gerstner Oil Co. Inc.
Lt A SE4, Section 9, 93N/55W
05.009.200.360

Is this License in active use? [x] Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

[x] Yes [] No **If Yes, please list on the back page**

E. State Sales Tax Number: _____

F. New license? _____ **Transfer? (\$150)** _____ **Re-issuance?** [x] _____

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/3/24 Print Name Heather Hoyer Signature Heather Hoyer

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____. Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held [x]
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received 4/4/2024
Date Issued _____

2024-2025

License No. RB-2845

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

YANKTON TRUCK STOP INC
30649 US HIGHWAY 81
YANKTON, SD 57078

Lic # RB-2845
DOUBLE T TRUCK STOP
30649 US HIGHWAY 81
YANKTON, SD 57078

Owner's Telephone#: (605) 661-2821

Business Telephone #: (605) 665-9650

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this License in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
☐ Yes ☒ No If Yes, please list on the back page

Place of business is located in a municipality? ☐ Yes ☒ No

County: Yankton

Do you own ☒ or lease ☐ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

Are you of good moral character having never been convicted of a felony? ☐ Yes ☒ No

D. Legal description of licensed premise:

Yankton Truck Stop Inc dba
Double T Truck Stop
N300' S400' N684' W300' E400'
SE4 Section 24, 94N/56W
10.024.200.130

E. State Sales Tax Number: _____

F. New license? _____ **Transfer? (\$150)** _____ **Re-issuance?** ☒

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4-10-24 Print Name Sharon Kotalik Signature Sharon Kotalik

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024 not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-27283

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

PIONEER SPIRIT LLC
PO BOX 59
YANKTON, SD 57078

Lic # RB-27283
FLATLANDERS
31095 451ST AVE
GAYVILLE, SD 57031-6538

Owner's Telephone#: 605 215 9373

Business Telephone #: (605) 215-9373

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this License in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
☐ Yes ☒ No **If Yes, please list on the back page**

Place of business is located in a municipality? ☐ Yes ☒ No

County: Yankton

Do you own ☒ or lease ☐ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

Are you of good moral character having never been convicted of a felony? ☒ Yes ☐ No

D. Legal description of licensed premise:

Pioneer Spirit LLC dba
Flatlanders
Tract 1 Jepsen's Addn in the W 1/2
of SW 1/4, Section 12, 93N/54W
01.012.300.230

E. State Sales Tax Number: _____

F. New license? _____ **Transfer? (\$150)** _____ **Re-issuance?** ☒

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/1/24 Print Name Brad Hofer Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-3673

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and
Mailing Address

B. Doing Business As Name and Physical Address

MAYFIELD BAR & GRILL, LLC
44398 SD HIGHWAY46
IRENE, SD 57037-5609

Lic # RB-3673
MAYFIELD BAR & GRILL, LLC
44398 SD HIGHWAY46
IRENE, SD 57037-5609

Owner's Telephone#: (605) 263-3490

Business Telephone #: (605) 263-3490

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this License in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold
any other alcohol retail, manufacturing, or wholesaler licenses?
☒ Yes ☐ No **If Yes, please list on the back page**

Place of business is located in a municipality? ☐ Yes ☒ No

County: Yankton

Do you own ☒ or lease ☐ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

Are you of good moral character having never been convicted of a
felony? ☒ Yes ☐ No

D. Legal description of licensed premise:

Mayfield Bar & Grill, LLC
Lt A SE4 SE4
Section 34, 96N/55W
08.034.200.020

E. State Sales Tax Number: _____

F. New license? _____ Transfer? (\$150) _____ Re-issuance? ☒

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/26/24 Print Name Dan Leber Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024 not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-3404

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

SAT ENTERPRISES LLC

3703 W 8TH ST
YANKTON, SD 57078

Lic # RB-3404
TJS MINI MART

3703 W 8TH ST
YANKTON, SD 57078

Owner's Telephone#: (402) 841-4475

Business Telephone #: (605) 665-5070

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this License in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

☒ Yes ☐ No If Yes, please list on the back page

Place of business is located in a municipality? ☐ Yes ☒ No

County: Yankton

Do you own ☒ or lease ☐ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

Are you of good moral character having never been convicted of a felony? ☒ Yes ☐ No

D. Legal description of licensed premise:

SAT Enterprises LLC
TJ's Mini Mart
E150' W200' Exc S942.85' SW1/4
NW1/4 Section 15, 93N/56W
09.015.400.505

E. State Sales Tax Number: _____

F. New license? _____ **Transfer? (\$150)** _____ **Re-issuance?** ☒

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/8/24 Print Name Tom Noecker Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024 not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300.00
Amount of fee retained \$ 150
Forwarded with application \$ 150

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-3882

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and
Mailing Address

B. Doing Business As Name and Physical Address

SHIPWRECK INC
43504 W HIGHWAY52
YANKTON, SD 57078-6349

Lic # RB-3882
THE COTTONWOOD
43504 W HIGHWAY52
YANKTON, SD 57078-6349

Owner's Telephone#: 605-661-3796

Business Telephone #: (605) 665-2390

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this License in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold
any other alcohol retail, manufacturing, or wholesaler licenses?
☐ Yes ☒ No If Yes, please list on the back page

Place of business is located in a municipality? ☒ Yes ☐ No

County: Yankton

Do you own ☒ or lease ☐ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

Are you of good moral character having never been convicted of a
felony? ☒ Yes ☐ No

D. Legal description of licensed premise:

Shipwreck Inc. dba
The Cottonwood
S260.8' Kusy Addn SW4 NW4
Section 17, 93N/56W
09.017.400.430

E. State Sales Tax Number: _____

F. New license? _____ Transfer? (\$150) _____ Re-issuance? ☒

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4-15-24 Print Name PATRICK S BACKMAN Signature PATRICK S BACKMAN

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-25277

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

6TH MERIDIAN LLC
4200 ALPHONSE RD
YANKTON, SD 57078

Lic # RB-25277
6TH MERIDIAN
4200 ALPHONSE RD
YANKTON, SD 57078

Owner's Telephone#: (605) 760-9084

Business Telephone #: (605) 760-9084

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Place of business is located in a municipality? [] Yes [X] No

County: Yankton

Do you own [] or lease [X] this property? (Check one)

Are real property taxes paid to date? [X] Yes [] No

Are you of good moral character having never been convicted of a felony? [X] Yes [] No

D. Legal description of licensed premise:

6th Meridian, LLC
NW4, SE4 & NE4, SW4,
Section 16, 93N/56W
09.016.200.400

Is this License in active use? [X] Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

[X] Yes [] No **If Yes, please list on the back page**

E. State Sales Tax Number: _____

F. New license? _____ **Transfer? (\$150)** _____ **Re-issuance?** [X] _____

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/30/24 Print Name Ryan Heine Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held [X]
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-25281

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and
Mailing Address

B. Doing Business As Name and Physical Address

KOZY'S LLC
43451 SD HIGHWAY50
YANKTON, SD 57078-6704

Lic # RB-25281
KOZY'S BAR
43451 SD HIGHWAY50
YANKTON, SD 57078-6704

Owner's Telephone#: (605) 350-0207

Business Telephone #: (605) 350-0207

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this License in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold
any other alcohol retail, manufacturing, or wholesaler licenses?

☒ Yes ☐ No If Yes, please list on the back page

Place of business is located in a municipality? ☐ Yes ☐ No

County: Yankton

Do you own ☒ or lease ☐ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

Are you of good moral character having never been convicted of a
felony? ☒ Yes ☐ No

D. Legal description of licensed premise:

Kozy's LLC dba
Kozy's Bar
Kozak Lot 1A, NW 4 NE 4
Section 6, 93N/56W
09.006.100.410

E. State Sales Tax Number: _____

F. New license? _____ Transfer? (\$150) _____ Re-issuance? ☒

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/24/24 Print Name Kristen Kozak Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-25279

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

LEWIS & CLARK MEAT LODGE, LLC
3505 N CLIFF AVE
SIOUX FALLS, SD 57104-0866

Lic # RB-25279
LEWIS & CLARK MEAT LODGE, LLC
801 MARINER LN
YANKTON, SD 57078-6849

Owner's Telephone#: 605-274-6562

Business Telephone #: (605) 274-6562

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this License in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
☒ Yes ☐ No **If Yes, please list on the back page**

Place of business is located in a municipality? ☐ Yes ☒ No

County: Yankton

Do you own ☒ or lease ☐ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

Are you of good moral character having never been convicted of a felony? ☒ Yes ☐ No

D. Legal description of licensed premise:

Lewis & Clark Meat Lodge, LLC
Lots 7 & 8, Lewis & Clark Bus. Ctr.,
Section 16, 93N/56W
09.016.100.157

E. State Sales Tax Number: _____

F. New license? _____ **Transfer? (\$150)** _____ **Re-issuance?** ☒

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/9/2024 Print Name Burt Bickley Signature Burt Bickley
(member)

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____. Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-27075

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and
Mailing Address

B. Doing Business As Name and Physical Address

LEWIS & CLARK LODGING LLC
PO BOX 739
YANKTON, SD 57078

Lic # RB-27075
LEWIS & CLARK RESORT
43496 SHORE DR
YANKTON, SD 57078-6890

Owner's Telephone#: 605-665-2680

Business Telephone #: (605) 665-2680

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this License in active use? [] Yes [X] No

Do you or any officers, directors, partners, or stockholders hold
any other alcohol retail, manufacturing, or wholesaler licenses?

[] Yes [X] No If Yes, please list on the back page

Place of business is located in a municipality? [] Yes [X] No

County: Yankton

Do you own [X] or lease [] this property? (Check one)

Are real property taxes paid to date? [X] Yes [] No

Are you of good moral character having never been convicted of a
felony? [X] Yes [] No

D. Legal description of licensed premise:

Lewis & Clark Lodging LLC dba
Lewis & Clark Resort
Leased Site in Section 18, 93N/56W
09.037.999.200

E. State Sales Tax Number: _____

F. New license? _____ Transfer? (\$150) _____ Re-issuance? [X] _____

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/16/24 Print Name Michael Grave Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Renewal - no public hearing held [X]
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-3672

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and
Mailing Address

B. Doing Business As Name and Physical Address ^{FILED}
IN THE OFFICE OF
YANKTON COUNTY AUDITOR

RIVERSIDE ROADHOUSE, INC.
44368 309TH ST
MISSION HILL, SD 57046-6405

Lic # RB-3672
RIVERSIDE ROADHOUSE
44368 309TH ST
MISSION HILL, SD 57046-6405
APR 15 2024
PATTY A. HOJEM
COUNTY AUDITOR

Owner's Telephone#: 605-660-0345

Business Telephone #: 605-665-9749

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Place of business is located in a municipality? [] Yes [X] No

County: Yankton

Do you own [] or lease [X] this property? (Check one)

Are real property taxes paid to date? [X] Yes [] No

Are you of good moral character having never been convicted of a
felony? [X] Yes [] No

D. Legal description of licensed premise:

Riverside Road House, Inc
S108' Outlot A Government Lot 2
Section 3, 93N/55W
05.003.100.140

Is this License in active use? [X] Yes [] No

Do you or any officers, directors, partners, or stockholders hold
any other alcohol retail, manufacturing, or wholesaler licenses?

[X] Yes [] No If Yes, please list on the back page

E. State Sales Tax Number: _____

F. New license? _____ Transfer? (\$150) _____ Re-issuance? [X]

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/10/24 Print Name Brandy Beringer Signature Brandy Beringer

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held [X]
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-28304

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

MSN ENTERPRISES, LLC
287 DEERFIELD DR
YANKTON, SD 57078-6780

Lic # RB-28304
MAZING ACRES PUMPKIN PATCH
30851 433RD AVE
YANKTON, SD 57078-5803

Owner's Telephone#: 515-314-9186

Business Telephone #: (605) 760-2759

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Place of business is located in a municipality? ☐ Yes ☒ No

County: Yankton

Do you own ☒ or lease ☐ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

Are you of good moral character having never been convicted of a felony? ☒ Yes ☐ No

D. Legal description of licensed premise:

MSN Enterprises LLC dba
Mazing Acres Pumpkin Patch
SE4 EXC LT H2 S2, SE4 & EXC N236'
S574' E276' in Section 35, 94N/57W
14.035.200.110

Is this License in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

☐ Yes ☒ No If Yes, please list on the back page

E. State Sales Tax Number: _____

F. New license? _____ **Transfer? (\$150)** _____ **Re-issuance?** ☒

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4-10-24 Print Name Molly Nedved Signature Molly Nedved

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

APR 15 2024

PATTY A. HOJEM
COUNTY AUDITOR

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-28372

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and
Mailing Address

B. Doing Business As Name and Physical Address

FIRE AND ICE LLC
3804 W 8TH ST
YANKTON, SD 57078

Lic # RB-28372
FIRE AND ICE
3804 W 8TH ST
YANKTON, SD 57078

Owner's Telephone#: (605) 689-5555

Business Telephone #: (605) 689-5555

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this License in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold
any other alcohol retail, manufacturing, or wholesaler licenses?

☐ Yes ☐ No If Yes, please list on the back page

Place of business is located in a municipality? ☐ Yes ☒ No

County: Yankton

Do you own ☐ or lease ☒ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

Are you of good moral character having never been convicted of a
felony? ☒ Yes ☐ No

D. Legal description of licensed premise:

Fire and Ice LLC
Lot 25, Lewis & Clark Business Center
09.016.100.183

E. State Sales Tax Number: _____

F. New license? _____ Transfer? (\$150) _____ Re-issuance? ☒

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/27/2024 Print Name James De Boer Signature James W. De Boer

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____. Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024-2025

License No. RB-29841

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

JOINT VENTURES LLC
4002 W 8TH ST BLDG 1
YANKTON, SD 57078

Lic # RB-29841
MAX BET
4002 W 8TH ST BLDG 1
YANKTON, SD 57078

Owner's Telephone#: (605) 661-2416

Business Telephone #: (605) 661-2416

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Is this License in active use? ☒ Yes ☐ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

☒ Yes ☐ No If Yes, please list on the back page

Place of business is located in a municipality? ☐ Yes ☒ No

County: Yankton

Do you own ☐ or lease ☒ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

Are you of good moral character having never been convicted of a felony? ☒ Yes ☐ No

D. Legal description of licensed premise:

Joint Ventures LLC dba
Max Bet
Lot 26 of the Lewis & Clark Business Center
located in S16-T93N-R56W of the 5th P.M.
09.017.100.135

E. State Sales Tax Number: _____

F. New license? _____ **Transfer? (\$150)** _____ **Re-issuance?** ☒

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 4/11/2024 Print Name Kristen Kozak Signature Kristen Kozak

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____. Public hearing on the application was held 5-7-2024, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held ☒
Amount of fee collected with application \$ 300
Amount of fee retained \$ 150
Forwarded with application \$ 150

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
			101-4-34422	ALBULANCE REFUND		116.50
01-18074	SECRETARY OF STATE	I-202405023956	101-4-34181	ELECTION COPIES		150.00
01-18074	SECRETARY OF STATE	I-202405023957	101-4-34181	ELECTION COPIES		150.00
01-18128	SD DEPARTMENT OF REVENUE	I-202405023908	101-4-32200	ALCHOLIC BEVERAGE RENEWALS		2,850.00
				DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL:	3,266.50

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 111 COMMISSIONERS

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 2
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03270	ALTERNATIVE HR, LLC	I-202405034025	101-5-111-42200	PROF SERVICES - COMMISSION		8,337.50
01-04351	AP TRITON, LLC	I-202405023860	101-5-111-42200	PROF SERVICES - COMMISSION		2,441.00
01-04411	DOUG SALL	I-202405023861	101-5-111-42900	OTHER - COMMISSION		310.74
01-14001	YANKTON COUNTY OBSERVER	I-202405023940	101-5-111-42300	PUBLISHING - COMMISSION		345.34
01-16017	QUALIFIED PRESORT SERVI	I-202405033990	101-5-111-42600	SUPPLIES - COMMISSION		34.40
DEPARTMENT 111 COMMISSIONERS				TOTAL:		11,468.98

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 120 ELECTIONS

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 3
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-04105	ELECTION SYSTEMS & SOFT	I-202405023909	101-5-120-42200	PROF SERVICES - ELECTION		14.30
01-04105	ELECTION SYSTEMS & SOFT	I-202405023910	101-5-120-42200	PROF SERVICES - ELECTION		851.80
01-04105	ELECTION SYSTEMS & SOFT	I-202405023911	101-5-120-42200	PROF SERVICES - ELECTION		1,198.30
01-04105	ELECTION SYSTEMS & SOFT	I-202405023912	101-5-120-42200	PROF SERVICES - ELECTION		116.30
01-04105	ELECTION SYSTEMS & SOFT	I-202405023913	101-5-120-42600	SUPPLIES - ELECTION		1,827.06
01-16017	QUALIFIED PRESORT SERVI	I-202405033989	101-5-120-42600	SUPPLIES - ELECTION		244.09
01-21042	VERIZON	I-202405034091	101-5-120-42400	RENTALS - ELECTION		280.07
01-22241	ONE OFFICE SOLUTION	I-202405034089	101-5-120-42600	SUPPLIES - ELECTION		319.06
DEPARTMENT 120 ELECTIONS TOTAL:						4,850.98

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02371 KASI'S CLAIMS - 05-07-202
 FUND : 101 GENERAL FUND
 DEPARTMENT: 130 COURT

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02155	CERTIFIED LANGUAGES INT	I-202405023871	101-5-130-42200	PROF SERVICES - COURT		186.45
01-02751	KENT E. LEHR LAW OFFICE	I-202405023934	101-5-130-42200	PROF SERVICES - COURT		2,047.10
01-02892	PATRICIA LACROIX	I-202405023936	101-5-130-42230	MINOR - COURT		300.00
01-03133	DEN HERDER LAW OFFICE	I-202405034000	101-5-130-42230	MINOR - COURT		230.00
01-03133	DEN HERDER LAW OFFICE	I-202405034001	101-5-130-42230	MINOR - COURT		667.00
01-03989	YOUNGBERG LAW, PROF. LL	I-202405034021	101-5-130-42200	PROF SERVICES - COURT		2,650.00
01-03989	YOUNGBERG LAW, PROF. LL	I-202405034022	101-5-130-42200	PROF SERVICES - COURT		705.60
			101-5-130-42210	JUROR FEES - COURT		51.02
			101-5-130-42210	JUROR FEES - COURT		54.08
			101-5-130-42210	JUROR FEES - COURT		62.24
			101-5-130-42210	JUROR FEES - COURT		51.02
			101-5-130-42210	JUROR FEES - COURT		54.08
			101-5-130-42210	JUROR FEES - COURT		57.14
			101-5-130-42210	JUROR FEES - COURT		64.28
			101-5-130-42210	JUROR FEES - COURT		67.34
			101-5-130-42210	JUROR FEES - COURT		55.10
			101-5-130-42210	JUROR FEES - COURT		53.06
			101-5-130-42210	JUROR FEES - COURT		53.06
			101-5-130-42210	JUROR FEES - COURT		53.06
			101-5-130-42210	JUROR FEES - COURT		80.60
			101-5-130-42210	JUROR FEES - COURT		54.08
			101-5-130-42210	JUROR FEES - COURT		55.10
			101-5-130-42210	JUROR FEES - COURT		52.04
			101-5-130-42210	JUROR FEES - COURT		58.16
			101-5-130-42210	JUROR FEES - COURT		51.02
01-07755	HORN LAW OFFICE LLC	I-202405023932	101-5-130-42200	PROF SERVICES - COURT		13,250.00
01-10061	KENNEDY PIER LOFTUS & R	I-202405034023	101-5-130-42230	MINOR - COURT		714.60
01-10061	KENNEDY PIER LOFTUS & R	I-202405034024	101-5-130-42200	PROF SERVICES - COURT		172.50
01-11080	LACROIX LAW OFFICE	I-202405034002	101-5-130-42220	NEGLECTED - COURT		2,810.50
01-11080	LACROIX LAW OFFICE	I-202405034003	101-5-130-42220	NEGLECTED - COURT		253.00
01-18801	DEAN SCHAEFER	I-202405023933	101-5-130-42200	PROF SERVICES - COURT		476.00

DEPARTMENT 130 COURT

TOTAL: 25,489.23

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND 101 GENERAL FUND
DEPARTMENT: 141 AUDITOR

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-202405033983	101-5-141-42600	SUPPLIES - AUDITOR		393.15
01-18021	SDACO	I-202405023870	101-5-141-42700	TRAVEL - AUDITOR		100.00
01-19070	THE TROPHY PLACE	I-202405023855	101-5-141-42600	SUPPLIES - AUDITOR		35.95
01-22241	ONE OFFICE SOLUTION	I-202405034079	101-5-141-42500	MAINTENANCE - AUDITOR		259.14
01-22241	ONE OFFICE SOLUTION	I-202405034080	101-5-141-42600	SUPPLIES - AUDITOR		467.72
DEPARTMENT 141 AUDITOR						TOTAL: 1,255.96

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 142 TREASURER

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-202405033982	101-5-142-42600	SUPPLIES - TREASURER		435.36
DEPARTMENT 142 TREASURER						TOTAL: 435.36

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 151 STATES ATTORNEY

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01404	CENTURY BUSINESS PRODUC	I-202405023962	101-5-151-42600	SUPPLIES - STATES ATTY		101.44
01-01489	DEBRA LILLIE	I-202405023849	101-5-151-42700	TRAVEL - STATES ATTY		148.00
01-05101	TYLER LARSEN	I-202405023850	101-5-151-42700	TRAVEL - STATES ATTY		564.16
01-21042	VERIZON	I-202405034032	101-5-151-42800	UTILITIES - STATES ATTY		85.46
01-22241	ONE OFFICE SOLUTION	I-202405034084	101-5-151-42600	SUPPLIES - STATES ATTY		232.65
DEPARTMENT 151 STATES ATTORNEY TOTAL:						1,131.71

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 161 GOVERNMENT CENTER

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00090	KOPETSKY'S ACE HARDWARE	I-202405034060	101-5-161-42600	SUPPLIES - GOVT CENTER		35.97
01-00090	KOPETSKY'S ACE HARDWARE	I-202405034061	101-5-161-42600	SUPPLIES - GOVT CENTER		44.97
01-00090	KOPETSKY'S ACE HARDWARE	I-202405034062	101-5-161-42500	MAINTENANEC - GOVT CENTER		103.94
01-00090	KOPETSKY'S ACE HARDWARE	I-202405034063	101-5-161-42500	MAINTENANCE - GOVT CENTER		23.99
01-01011	BOMGAARS	I-202405034009	101-5-161-43500	MINOR EQUIPMENT - GOVT CENTER		182.24
01-02001	CITY OF YANKTON	I-202405023941	101-5-161-42800	UTILITIES - GOVT CENTER		291.45
01-02001	CITY OF YANKTON	I-202405023942	101-5-161-42800	UTILITIES - GOVT CENTER		1,857.48
01-09287	JCL SOLUTIONS	I-202405023950	101-5-161-42600	SUPPLIES - GOVT CENTER		96.83
01-09287	JCL SOLUTIONS	I-202405023951	101-5-161-42600	SUPPLIES - GOVT CENTER		179.72
01-12167	MENARDS	I-202405034049	101-5-161-42600	SUPPLIES - GOVT CENTER		39.99
01-12167	MENARDS	I-202405034050	101-5-161-42600	SUPPLIES - GOVT CENTER		142.82
01-12167	MENARDS	I-202405034051	101-5-161-42500	MAINTENANCE - GOVT CENTER		229.20
01-13001	NORTHWESTERN ENERGY	I-202405034074	101-5-161-42800	UTILITIES - GOVT CENTER		2,591.37
01-14005	OLSON'S PEST TECHNICIAN	I-202405034076	101-5-161-42500	MAINTENANCE - GOVT CENTER		84.00

DEPARTMENT 161 GOVERNMENT CENTER TOTAL: 5,903.97

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 162 DIRECTOR OF EQUALIZATION

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02745	SDAAO	I-202405023856	101-5-162-42700	TRAVEL - DOE		940.00
01-16017	QUALIFIED PRESORT SERVI	I-202405033984	101-5-162-42600	SUPPLIES - DOE		401.70
01-22241	ONE OFFICE SOLUTION	I-202405034082	101-5-162-42500	MAINTENANCE - DOE		148.15

DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL: 1,489.85

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 163 REGISTER OF DEEDS

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-04156	EXECUTIVE MGMT FINANCE	I-202405023869	101-5-163-42600	SUPPLIES - ROD		63.00
01-16017	QUALIFIED PRESORT SERVI	I-202405033985	101-5-163-42600	SUPPLIES - ROD		106.79
DEPARTMENT 163 REGISTER OF DEEDS TOTAL:						169.79

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 165 VETERANS SERVICE OFFICER

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-04271	ROBERT STICKNEY	I-202405023854	101-5-165-42700	TRAVEL - VSO		98.54
01-04271	ROBERT STICKNEY	I-202405023931	101-5-165-42700	TRAVEL - VSO		96.11
01-21042	VERIZON	I-202405034031	101-5-165-42800	UTILITIES - VSO		43.36
01-21042	VERIZON	I-202405034092	101-5-165-42400	RENTALS - VSO		40.01
01-22241	ONE OFFICE SOLUTION	I-202405034085	101-5-165-42500	MAINTENANCE - VSO		8.64
01-22241	ONE OFFICE SOLUTION	I-202405034086	101-5-165-42600	SUPPLIES - VSO		88.71

DEPARTMENT 165 VETERANS SERVICE OFFIC TOTAL: 375.37

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 169 SAFETY CENTER BUILDING

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00090	KOPETSKY'S ACE HARDWARE	I-202405034055	101-5-169-42500	MAINTENANCE - SAFETY CENTER		57.29
01-00090	KOPETSKY'S ACE HARDWARE	I-202405034056	101-5-169-42500	MAINTENANCE - SAFETY CENTER		5.99
01-00090	KOPETSKY'S ACE HARDWARE	I-202405034057	101-5-169-42600	SUPPLIES - SAFETY CENTER		2.58
01-00090	KOPETSKY'S ACE HARDWARE	I-202405034058	101-5-169-42600	SUPPLIES - SAFETY CENTER		19.98
01-00090	KOPETSKY'S ACE HARDWARE	I-202405034059	101-5-169-42600	SUPPLIES - SAFETY CENTER		3.96
01-01011	BOMGAARS	I-202405034010	101-5-169-43500	MINOR EQUIPMENT - SAFETY CENT		182.24
01-01011	BOMGAARS	I-202405034011	101-5-169-42500	MAINTENANCE - SAFETY CENTER		27.45
01-02001	CITY OF YANKTON	I-202405023943	101-5-169-42800	UTILITIES - SAFETY CENTER		678.48
01-04201	CRESCENT ELECTRIC SUPPL	I-202405023879	101-5-169-42500	MAINTENANCE - SAFETY CENTER		122.43
01-09274	JOHNSON CONTROLS, INC.	I-202405023955	101-5-169-42500	MAINTENANCE - SAFETY CENTER		372.95
01-12132	MIDCONTINENT COMMUNICAT	I-202405034095	101-5-169-42800	UTILITIES - SAFETY CENTER		918.86
01-12167	MENARDS	I-202405034034	101-5-169-42600	SUPPLIES - SAFETY CENTER		73.93
01-12167	MENARDS	I-202405034035	101-5-169-42600	SUPPLIES - SAFETY CENTER		100.69
01-12167	MENARDS	I-202405034036	101-5-169-42600	SUPPLIES - SAFETY CENTER		60.83
01-12167	MENARDS	I-202405034037	101-5-169-42600	SUPPLIES - SAFETY CENTER		58.92
01-12167	MENARDS	I-202405034038	101-5-169-42600	SUPPLIES - SAFETY CENTER		27.82
01-12167	MENARDS	I-202405034039	101-5-169-42600	SUPPLIES - SAFETY CENTER		159.59
01-12167	MENARDS	I-202405034040	101-5-169-42600	SUPPLIES - SAFETY CENTER		11.50
01-12167	MENARDS	I-202405034041	101-5-169-42500	MAINTENANCE - SAFETY CENTER		77.46
01-12167	MENARDS	I-202405034042	101-5-169-42500	MAINTENANCE - SAFETY CENTER		207.85
01-12167	MENARDS	I-202405034043	101-5-169-42500	MAINTENANCE - SAFETY CENTER		69.18
01-12371	MIDAMERICAN ENERGY	I-202405034070	101-5-169-42800	UTILITIES - SAFETY CENTER		1,744.50
01-13001	NORTHWESTERN ENERGY	I-202405034073	101-5-169-42800	UTILITIES - SAFETY CENTER		6,891.89
01-20004	UNITED LABORATORIES INC	I-202405023924	101-5-169-42600	SUPPLIES - SAFETY CENTER		1,228.67

DEPARTMENT 169 SAFETY CENTER BUILDING TOTAL: 13,105.04

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND 101 GENERAL FUND
DEPARTMENT: 211 SHERIFF

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01131	HANSON BRIGGS SPECIALTY	I-202405023862	101-5-211-42600	SUPPLIES - SHERIFF		113.87
01-01131	HANSON BRIGGS SPECIALTY	I-202405023863	101-5-211-42600	SUPPLIES - SHERIFF		76.00
01-02631	CARDMEMBER SERVICES	I-202405023886	101-5-211-42600	SUPPLIES - SHERIFF		352.84
01-02631	CARDMEMBER SERVICES	I-202405023887	101-5-211-42610	FUEL - SHERIFF		155.79
01-02631	CARDMEMBER SERVICES	I-202405023888	101-5-211-42700	TRAVEL - SHERIFF		81.00
01-02631	CARDMEMBER SERVICES	I-202405023889	101-5-211-42640	UNIFORMS - SHERIFF		159.24
01-02631	CARDMEMBER SERVICES	I-202405023890	101-5-211-43600	AUTO EQUIPMENT - SHERIFF		474.32
01-02631	CARDMEMBER SERVICES	I-202405023891	101-5-211-42900	OTHER - SHERIFF		464.47
01-02631	CARDMEMBER SERVICES	I-202405023892	101-5-211-43500	MINOR EQUIPMENT - SHERIFF		1,162.05
01-02631	CARDMEMBER SERVICES	I-202405023893	101-5-211-42650	AMMUNITION - SHERIFF		405.80
01-02830	THE COLLISION CENTER	I-202405023881	101-5-211-42500	MAINTENANCE - SHERIFF		1,051.80
01-02989	LES DRAKE	I-202405023906	101-5-211-42700	TRAVEL - SHERIFF		68.00
01-04261	PRESTON CRISSEY	I-202405023903	101-5-211-42700	TRAVEL - SHERIFF		68.00
01-04295	AT & T MOBILITY	I-202405023898	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		768.97
01-04376	GR-EMERGENCY VEHICLE OU	I-202405023922	101-5-211-43600	AUTO EQUIPMENT - SHERIFF		6,926.00
01-04493	STEVEN LUKE	I-202405023905	101-5-211-42700	TRAVEL - SHERIFF		68.00
01-05295	FEDEX	I-202405023919	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		224.55
01-16017	QUALIFIED PRESORT SERVI	I-202405033991	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		263.16
01-17339	LEWIS & CLARK FORD LINC	I-202405023878	101-5-211-42500	MAINTENANCE - SHERIFF		99.00
01-19054	TRITECH SOFTWARE SYSTEM	I-202405023901	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		89.58
01-19064	TIRE MUFFLER ALIGNMENT	I-202405023920	101-5-211-42500	MAINTENANCE - SHERIFF		68.85
01-19083	THE LODGE AT DEADWOOD	I-202405023914	101-5-211-42700	TRAVEL - SHERIFF		255.00

DEPARTMENT 211 SHERIFF

TOTAL: 13,396.29

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 212 COUNTY JAIL

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00269	AVERA SACRED HEART HOSP	I-202405034004	101-5-212-42200	PROF SERVICES - JAIL		223.51
01-00269	AVERA SACRED HEART HOSP	I-202405034005	101-5-212-42200	PROF SERVICES - JAIL		912.98
01-00269	AVERA SACRED HEART HOSP	I-202405034006	101-5-212-42200	PROF SERVICES - JAIL		778.05
01-00269	AVERA SACRED HEART HOSP	I-202405034007	101-5-212-42200	PROF SERVICES - JAIL		812.92
01-00269	AVERA SACRED HEART HOSP	I-202405034008	101-5-212-42200	PROF SERVICES - JAIL		472.92
01-01147	BOB BARKER COMPANY, INC	I-202405023875	101-5-212-42600	SUPPLIES - JAIL		984.96
01-01383	SCOTT FAMILY DENTISTRY,	I-202405023938	101-5-212-42200	PROF SERVICES - JAIL		580.00
01-01442	AARMS	I-202405023874	101-5-212-42200	PROF SERVICES - JAIL		175.00
01-02483	CULLIGAN	I-202405034067	101-5-212-42600	SUPPLIES - JAIL		96.52
01-02631	CARDMEMBER SERVICES	I-202405023894	101-5-212-43500	MINOR EQUIPMENT - JAIL		150.69
01-02631	CARDMEMBER SERVICES	I-202405023895	101-5-212-42600	SUPPLIES - JAIL		306.90
01-03073	DIAMOND DRUGS	I-202405023876	101-5-212-42200	PROF SERVICES - JAIL		6,531.10
01-03273	MCKESSON MEDICAL-SURGIC	I-202405023853	101-5-212-42200	PROF SERVICES - JAIL		117.76
01-03678	TRINITY SERVICES GROUP	I-202405023882	101-5-212-42210	FOOD SERVICES - JAIL		5,000.39
01-03678	TRINITY SERVICES GROUP	I-202405023883	101-5-212-42210	FOOD SERVICES - JAIL		5,151.34
01-03678	TRINITY SERVICES GROUP	I-202405023884	101-5-212-42210	FOOD SERVICES - JAIL		4,972.17
01-03678	TRINITY SERVICES GROUP	I-202405023885	101-5-212-42210	FOOD SERVICES - JAIL		5,131.23
01-04056	EZ DUZ IT LAUNDRY	I-202405023921	101-5-212-42200	PROF SERVICES - JAIL		30.00
01-04295	AT & T MOBILITY	I-202405023897	101-5-212-42520	MAINTENANCE CONTRACT - JAIL		165.01
01-04301	AVERA MEDICAL GROUP RAD	I-202405033992	101-5-212-42200	PROF SERVICES - JAIL		34.95
01-04301	AVERA MEDICAL GROUP RAD	I-202405033993	101-5-212-42200	PROF SERVICES - JAIL		11.00
01-04301	AVERA MEDICAL GROUP RAD	I-202405033994	101-5-212-42200	PROF SERVICES - JAIL		14.12
01-04301	AVERA MEDICAL GROUP RAD	I-202405033995	101-5-212-42200	PROF SERVICES - JAIL		24.20
01-04301	AVERA MEDICAL GROUP RAD	I-202405033996	101-5-212-42200	PROF SERVICES - JAIL		11.00
01-04301	AVERA MEDICAL GROUP RAD	I-202405033997	101-5-212-42200	PROF SERVICES - JAIL		14.12
01-04301	AVERA MEDICAL GROUP RAD	I-202405033998	101-5-212-42200	PROF SERVICES - JAIL		14.12
01-04301	AVERA MEDICAL GROUP RAD	I-202405033999	101-5-212-42200	PROF SERVICES - JAIL		14.12
01-04304	AMG ENDOCRINOLOGY	I-202405034012	101-5-212-42200	PROF SERVICES - JAIL		123.57
01-04304	AMG ENDOCRINOLOGY	I-202405034013	101-5-212-42200	PROF SERVICES - JAIL		123.57
01-04390	NCIC INMATE COMMUNICATI	I-202405023858	101-5-212-42600	SUPPLIES - JAIL		838.36
01-04465	WHITNEY DELFORGE	I-202405023902	101-5-212-42200	PROF SERVICES - JAIL		1,862.50
01-07582	HY-VEE	I-202405023948	101-5-212-42200	PROF SERVICES - JAIL		140.80
01-09287	JCL SOLUTIONS	I-202405023949	101-5-212-42600	SUPPLIES - JAIL		2,431.24
01-14005	OLSON'S PEST TECHNICIAN	I-202405034077	101-5-212-42500	MAINTENANCE - JAIL		155.00
01-24003	YANKTON DAILY P & D	I-202405034090	101-5-212-42300	PUBLISHING - JAIL		100.00
01-24004	YANKTON MEDICAL CLINIC	I-202405034016	101-5-212-42200	PROF SERVICES - JAIL		416.63
01-24004	YANKTON MEDICAL CLINIC	I-202405034017	101-5-212-42200	PROF SERVICES - JAIL		62.22
01-24017	YANKTON ANESTHESIOLOGY	I-202405023939	101-5-212-42200	PROF SERVICES - JAIL		224.40

DEPARTMENT 212 COUNTY JAIL TOTAL: 39,209.37

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 226 YANKTON AREA SEARCH & RES

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01131	HANSON BRIGGS SPECIALTY	I-202405023864	101-5-226-42600	SUPPLIES - YSAR		550.36
01-04095	DAKOTA BATTERY LLC	I-202405023896	101-5-226-42500	MAINTENANCE - YSAR		343.90

DEPARTMENT 226 YANKTON AREA SEARCH & TOTAL: 894.26

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 331 AIRPORT

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02001	CITY OF YANKTON	I-202405034018	101-5-331-00000	AIRPORT - 1ST ALLOTMENT		5,000.00
DEPARTMENT 331 AIRPORT						TOTAL: 5,000.00

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 411 CARE OF POOR

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-202405033988	101-5-411-42600	SUPPLIES - POOR RELIEF		156.26
DEPARTMENT 411 CARE OF POOR						TOTAL: 156.26

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 416 CATASTROPHIC PR

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-18385	SDACC	I-202405023866	101-5-416-00000	CLERP RELIEF - 2ND ALLOTMENT		1,673.00
DEPARTMENT 416 CATASTROPHIC PR						TOTAL: 1,673.00

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 421 PUBLIC HEALTH NURSE

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-202405033987	101-5-421-42600	SUPPLIES - NURSE		51.20
DEPARTMENT 421 PUBLIC HEALTH NURSE TOTAL:						51.20

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND 101 GENERAL FUND
DEPARTMENT: 424 AMBULANCE

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00069	A-OX WELDING SUPPLY CO.	I-202405023872	101-5-424-42600	SUPPLIES - AMBULANCE		136.64
01-00069	A-OX WELDING SUPPLY CO.	I-202405023873	101-5-424-42600	SUPPLIES - AMBULANCE		199.65
01-00090	KOPETSKY'S ACE HARDWARE	I-202405034054	101-5-424-42500	MAINTENANCE - AMBULANCE		191.98
01-00311	SACRED HEART HEALTH SER	I-202405023857	101-5-424-42200	PROF SERVICES - AMBULANCE		1,500.00
01-01648	THE UPS STORE 6716	I-202405023925	101-5-424-42600	SUPPLIES - AMBULANCE		460.00
01-01648	THE UPS STORE 6716	I-202405023926	101-5-424-42600	SUPPLIES - AMBULANCE		13.73
01-01902	BOUND TREE MEDICAL LLC	I-202405023877	101-5-424-42600	SUPPLIES - AMBULANCE		346.17
01-02001	CITY OF YANKTON	I-202405023945	101-5-424-42800	UTILITIES - AMBULANCE		177.70
01-03820	AMAZON CAPITAL SERVICES	I-202405023917	101-5-424-42600	SUPPLIES - AMBULANCE		14.73
01-03820	AMAZON CAPITAL SERVICES	I-202405023918	101-5-424-42600	SUPPLIES - AMBULANCE		80.77
01-03820	AMAZON CAPITAL SERVICES	I-202405023930	101-5-424-42600	SUPPLIES - AMBULANCE		32.83
01-04406	STRYKER SALES, LLC	I-202405023937	101-5-424-42500	MAINTENANCE - AMBULANCE		596.23
01-07582	HY-VEE	I-202405023946	101-5-424-42600	SUPPLIES - AMBULANCE		59.99
01-12167	MENARDS	I-202405034044	101-5-424-42600	SUPPLIES - AMBULANCE		62.36
01-12167	MENARDS	I-202405034045	101-5-424-42600	SUPPLIES - AMBULANCE		28.80
01-12167	MENARDS	I-202405034046	101-5-424-42600	SUPPLIES - AMBULANCE		11.91
01-12167	MENARDS	I-202405034047	101-5-424-42600	SUPPLIES - AMBULANCE		3.99
01-12167	MENARDS	I-202405034048	101-5-424-43500	MINOR EQUIPMENT - AMBULANCE		299.25
01-12371	MIDAMERICAN ENERGY	I-202405034069	101-5-424-42800	UTILITIES - AMBULANCE		274.58
01-13001	NORTHWESTERN ENERGY	I-202405034072	101-5-424-42800	UTILITIES - AMBULANCE		940.08
01-14005	OLSON'S PEST TECHNICIAN	I-202405034075	101-5-424-42500	MAINTENANCE - AMBULANCE		119.00
01-19064	TIRE MUFFLER ALIGNMENT	I-202405023899	101-5-424-42500	MAINTENANCE - AMBULANCE		317.47
01-19064	TIRE MUFFLER ALIGNMENT	I-202405023900	101-5-424-42500	MAINTENANCE - AMBULANCE		269.40
01-21042	VERIZON	I-202405034026	101-5-424-42800	UTILITIES - AMBULANCE		556.26
01-22241	ONE OFFICE SOLUTION	I-202405034087	101-5-424-42600	SUPPLIES - AMBULANCE		13.44
01-24004	YANKTON MEDICAL CLINIC	I-202405023865	101-5-424-42200	PROF SERVICES - AMBULANCE		98.00

DEPARTMENT 424 AMBULANCE

TOTAL: 6,804.96

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 445 MENTAL ILLNESS BOARD

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03990	FOX LAW FIRM, PLLC	I-202405034064	101-5-445-00000	HEARINGS - MENTAL ILLNESS		192.60
01-03990	FOX LAW FIRM, PLLC	I-202405034065	101-5-445-00000	HEARINGS - MENTAL ILLNESS		655.90
01-03990	FOX LAW FIRM, PLLC	I-202405034066	101-5-445-00000	HEARINGS - MENTAL ILLNESS		513.60
01-04000	VAL LARSON	I-202405023928	101-5-445-00000	HEARINGS - MENTAL ILLNESS		48.00
01-04100	FOX LAW FIRM, PLLC	I-202405023935	101-5-445-00000	HEARINGS - MENTAL ILLNESS		250.00
01-10118	MARK KATTERHAGEN	I-202405023927	101-5-445-00000	HEARINGS - MENTAL ILLNESS		48.00
01-11033	LINCOLN COUNTY TREASURE	I-202405023923	101-5-445-00000	HEARINGS - MENTAL ILLNESS		1,964.57
01-11092	LUCILLE M. LEWNO	I-202405023929	101-5-445-00000	HEARINGS - MENTAL ILLNESS		819.92

DEPARTMENT 445 MENTAL ILLNESS BOARD TOTAL: 4,492.59

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 514 HISTORICAL SITES

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02050	CRAMER KENYON HERITAGE	I-202405023916	101-5-514-00000	HISTORICAL SITES - 2024 ALLOT		2,000.00
DEPARTMENT 514 HISTORICAL SITES TOTAL:						2,000.00

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 525 SENIOR CITIZENS

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02001	CITY OF YANKTON	I-202405034020	101-5-525-00000	SENIOR CITIZEN - 1ST ALLOTMEN		6,054.04
DEPARTMENT 525 SENIOR CITIZENS				TOTAL:		6,054.04

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 611 COUNTY EXTENSION

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00090	KOPETSKY'S ACE HARDWARE	I-202405034052	101-5-611-42900	4-H - EXTENSION		18.99
01-01200	CLARITY TELECOM, LLC	I-202405034094	101-5-611-42800	UTILITIES - EXTENSION		373.91
01-02001	CITY OF YANKTON	I-202405023944	101-5-611-42800	UTILITIES - EXTENSION		86.00
01-04495	SOUTH DAKOTA STATE 4-H	I-202405023958	101-5-611-42900	4-H - EXTENSION		65.00
01-07582	HY-VEE	I-202405023947	101-5-611-42900	4-H - EXTENSION		75.00
01-10258	GREAT AMERICA FINANCIAL	I-202405023954	101-5-611-42400	RENTALS - EXTENSION		283.55
01-12371	MIDAMERICAN ENERGY	I-202405034068	101-5-611-42800	UTILITIES - EXTENSION		73.60
01-22241	ONE OFFICE SOLUTION	I-202405034078	101-5-611-42600	SUPPLIES - EXTENSION		184.00

DEPARTMENT 611 COUNTY EXTENSION TOTAL: 1,160.05

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 615 WEED

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01011	BOMGAARS	I-202405023846	101-5-615-42600	SUPPLIES - WEED		20.89
01-02008	NAPA AUTO PARTS OF YANK	I-202405023848	101-5-615-42600	SUPPLIES - WEED		5.98
01-12167	MENARDS	I-202405023847	101-5-615-42600	SUPPLIES - WEED		19.98
01-21042	VERIZON	I-202405034029	101-5-615-42800	UTILITIES - WEED		26.15
DEPARTMENT 615 WEED					TOTAL:	73.00

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 101 GENERAL FUND
DEPARTMENT: 711 PLANNING & ZONING

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-15188	PHEASANTLAND INDUSTRIES	I-202405023963	101-5-711-42690	E911 SIGNS - ZONING		27.13
01-16017	QUALIFIED PRESORT SERVI	I-202405033986	101-5-711-42600	SUPPLIES - ZONING		51.70
01-21042	VERIZON	I-202405034030	101-5-711-42800	UTILITIES - ZONING		43.36
01-22241	ONE OFFICE SOLUTION	I-202405034083	101-5-711-42600	SUPPLIES - ZONING		87.60
DEPARTMENT 711 PLANNING & ZONING TOTAL:						209.79
FUND 101 GENERAL FUND TOTAL:						150,117.55

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 201 ROAD & BRIDGE
DEPARTMENT: 311 HIGHWAY CONSTRUCTION & MA

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00257	APPEARA	I-202405023819	201-5-311-42600	SUPPLIES - HWY		152.49
01-01011	BOMGAARS	I-202405023820	201-5-311-42600	SUPPLIES - HWY		696.93
01-01012	B-Y ELECTRIC	I-202405023821	201-5-311-42800	UTILITIES - HWY		75.50
01-01773	PLASTIC WORKS	I-202405023822	201-5-311-42600	SUPPLIES - HWY		4,000.00
01-02001	CITY OF YANKTON	I-202405023823	201-5-311-42800	UTILITIES - HWY		98.64
01-02008	NAPA AUTO PARTS OF YANK	I-202405023824	201-5-311-42600	SUPPLIES - HWY		336.96
01-02287	LOISEAU CONSTRUCTION	I-202405023825	201-5-311-42904	ASPHALT ROADS - HWY		100,620.48
01-02901	NELSON SERVICE, LLC	I-202405023826	201-5-311-42600	SUPPLIES - HWY		400.00
01-03185	D-P TOOLS	I-202405023827	201-5-311-42600	SUPPLIES - HWY		99.95
01-04043	EHRESMANN ENGINEERING	I-202405023828	201-5-311-42600	SUPPLIES - HWY		20.53
01-04071	DENKER TOOL SERVICE	I-202405023829	201-5-311-42600	SUPPLIES - HWY		308.97
01-04257	CITY OF YANKTON - LANDF	I-202405023830	201-5-311-42800	UTILITIES - HWY		94.33
01-04280	UST TESTING SERVICES, I	I-202405023831	201-5-311-42500	MAINTENANCE - HWY		750.00
01-04289	SUBSURFACE, INC.	I-202405023832	201-5-311-42900	ANNUAL PROJECTS - HWY		124,911.00
01-04412	WHITE CAP	I-202405023833	201-5-311-42600	SUPPLIES - HWY		1,121.13
01-04489	NEW CENTURY FS	I-202405023834	201-5-311-42640	HIGHWAY FUEL - HWY		16,037.82
01-04492	LANDSPORT	I-202405023835	201-5-311-42600	SUPPLIES - HWY		2,020.00
01-06244	GRAHAM TIRE YANKTON	I-202405023836	201-5-311-42600	SUPPLIES - HWY		271.90
01-07104	HARTINGTON TREE SERVICE	I-202405023837	201-5-311-42904	ASPHALT ROADS - HWY		1,536.95
01-10007	KAISER APPLIANCE & REFR	I-202405023838	201-5-311-42600	SUPPLIES - HWY		981.88
01-11049	LEAF	I-202405023839	201-5-311-42600	SUPPLIES - HWY		124.98
01-12167	MENARDS	I-202405023840	201-5-311-42600	SUPPLIES - HWY		305.15
01-13001	NORTHWESTERN ENERGY	I-202405023841	201-5-311-42800	UTILITIES - HWY		915.45
01-18221	TRANSOURCE	I-202405023842	201-5-311-42600	SUPPLIES - HWY		1,346.80
01-19005	TRUCK TRAILER SALES & S	I-202405023843	201-5-311-42600	SUPPLIES - HWY		306.00
01-19083	THE LODGE AT DEADWOOD	I-202405023844	201-5-311-42700	TRAVEL - HWY		315.00
01-21042	VERIZON	I-202405034028	201-5-311-42800	UTILITIES - HWY		61.31
01-22241	ONE OFFICE SOLUTION	I-202405023845	201-5-311-42600	SUPPLIES - HWY		54.94

DEPARTMENT 311 HIGHWAY CONSTRUCTION & TOTAL: 257,965.09

FUND 201 ROAD & BRIDGE TOTAL: 257,965.09

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 207 EMERGENCY 911 FUND
DEPARTMENT: 225 LOCAL EMERGENCY PLANNING

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01200	CLARITY TELECOM, LLC	I-202405034093	207-5-225-42800	UTILITIES - E911		1,100.36
01-02001	CITY OF YANKTON	I-202405034019	207-5-225-42200	E911 DISPATCH - 1ST ALLOTMENT		33,149.50
01-02692	CENTURYLINK	I-202405023915	207-5-225-42800	UTILITIES - E911		171.86
01-04494	CENTURYLINK	I-202405023907	207-5-225-42800	UTILITIES - E911		3,980.00
01-12132	MIDCONTINENT COMMUNICAT	I-202405034096	207-5-225-42800	UTILITIES - E911		120.39
DEPARTMENT 225 LOCAL EMERGENCY PLANNI TOTAL:						38,522.11

FUND 207 EMERGENCY 911 FUND TOTAL:						38,522.11

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 226 EMERGENCY MANAGEMENT
DEPARTMENT: 222 EMERGENCY MANAGEMENT

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00090	KOPETSKY'S ACE HARDWARE	I-202405034053	226-5-222-42600	SUPPLIES - EDS		852.59
01-04163	ESRI	I-202405023880	226-5-222-42200	PROF SERVICES - EDS		4,125.00
01-04295	AT & T MOBILITY	I-202405023952	226-5-222-42800	UTILITIES - EDS		40.04
01-04497	DRONE NERDS, INC.	I-202405034033	226-5-222-42600	SUPPLIES - EDS		1,966.00
01-10258	GREAT AMERICA FINANCIAL	I-202405023953	226-5-222-42400	RENTALS - EDS		194.80
01-12132	MIDCONTINENT COMMUNICAT	I-202405034097	226-5-222-42800	UTILITIES - EDS		117.84
01-12371	MIDAMERICAN ENERGY	I-202405034071	226-5-222-42800	UTILITIES - EDS		19.35
01-21042	VERIZON	I-202405034027	226-5-222-42800	UTILITIES - EDS		944.62
01-22241	ONE OFFICE SOLUTION	I-202405034081	226-5-222-42600	SUPPLIES - EDS		299.50
DEPARTMENT 222 EMERGENCY MANAGEMENT TOTAL:						8,559.74
FUND 226 EMERGENCY MANAGEMENT TOTAL:						8,559.74

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND 233 COUNTY BUILDING
DEPARTMENT: 920 GOVERNMENT BUILDINGS

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02514	MOD PAINTING	I-202405023867	233-5-920-00000	MISC. - COUNTY BUILDINGS		1,170.00
				DEPARTMENT 920	GOVERNMENT BUILDINGS	TOTAL: 1,170.00
				FUND	233 COUNTY BUILDING	TOTAL: 1,170.00

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 248 24/7 SOBRIETY FUND
DEPARTMENT: 212 24/7 PROGRAM

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-15051	PHARMCHEM INC.	I-202405023851	248-5-212-42600	SUPPLIES - 24/7		1,727.01
01-15051	PHARMCHEM INC.	I-202405023852	248-5-212-42600	SUPPLIES - 24/7		3,738.15
DEPARTMENT 212 24/7 PROGRAM						TOTAL: 5,465.16
FUND 248 24/7 SOBRIETY FUND						TOTAL: 5,465.16

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VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 250 M & P R FUND
DEPARTMENT: 163 MOD & PRESERV RELIEF

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-04156	EXECUTIVE MGMT FINANCE	I-202405023859	250-5-163-42900	M & PR FUND		321.53
01-22241	ONE OFFICE SOLUTION	I-202405034088	250-5-163-42900	M & PR FUND		76.26
DEPARTMENT 163 MOD & PRESERV RELIEF TOTAL:						397.79
FUND 250 M & P R FUND TOTAL:						397.79

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00930	TURKEY VALLEY TOWNSHIP	I-202405023960	295-5-311-42200	TURKEY VALLEY - 68-2105-0417		9,820.00
01-00930	TURKEY VALLEY TOWNSHIP	I-202405023961	295-5-311-42200	TURKEY VALLEY - 68-2296-0100		7,920.00
DEPARTMENT 311 HIGHWAY						TOTAL: 17,740.00
FUND 295 Rural Access Fund (Hwy)						TOTAL: 17,740.00

5/03/2024 1:39 PM
VENDOR SET: 01 Yankton County
PACKET: 02371 KASI'S CLAIMS - 05-07-202
FUND : 402 DEBT SERVICE
DEPARTMENT: 000 MISC

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 34
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03561	BOKF, NA	I-202405023868	402-5-000-00000	DEBT SERVICES		13,450.00
				DEPARTMENT 000 MISC	TOTAL:	13,450.00
				FUND 402 DEBT SERVICE	TOTAL:	13,450.00
REPORT GRA TOTAL:						493,387.44

5/03/2024 2:07 PM
VENDOR SET: 01 Yankton County
PACKET: 02372 HARMELINK-FOX CLAIMS - 5-
FUND : 101 GENERAL FUND
DEPARTMENT: 130 COURT

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 1
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02896	HARMELINK & FOX LAW OFF	I-202405034098	101-5-130-42200	PROF SERVICES - COURT		1,104.25
01-02896	HARMELINK & FOX LAW OFF	I-202405034099	101-5-130-42200	PROF SERVICES - COURT		1,129.98
01-02896	HARMELINK & FOX LAW OFF	I-202405034100	101-5-130-42200	PROF SERVICES - COURT		214.40
DEPARTMENT 130 COURT				TOTAL:		2,448.63
FUND 101 GENERAL FUND				TOTAL:		2,448.63
REPORT GRA TOTAL:						2,448.63

ILLUSTRATION 18
AUDITOR'S MONTHLY SETTLEMENT WITH TREASURER
 YANKTON COUNTY
 March 31, 2024

DATE

CASH ON HAND IN TREASURER'S OFFICE:

SILVER AND PENNIES	\$0.76
ONES	\$4.00
FIVES	\$15.00
TENS	\$20.00
TWENTIES	\$860.00
FIFTIES	\$2,550.00
HUNDREDS	\$4,500.00
CASH ITEMS	\$15.00
CHECKS (SEE ATTACHED TAPE)	\$89,922.11
OFFICE CHANGE	\$1,430.00

TOTAL CASH ON HAND	\$99,316.87
---------------------------	--------------------

CHECKING ACCOUNT BALANCES:

FIRST DAKOTA NATIONAL BANK	\$6,194,391.39
----------------------------	----------------

SAVINGS ACCOUNT BALANCES:

1ST DAKOTA NATIONAL BANK CR CARD	\$2,158,627.16
COR TRUST BANK GAYVILLE	\$666,074.40
COR TRUST BANK YANKTON	
FIRST NATIONAL BANK, YANKTON	\$611,161.56
FIRST INTERSTATE	\$518,705.49
WELLS FARGO BANKS	\$370,146.47

CERTIFICATES OF DEPOSIT:

1ST DAKOTA NATIONAL BANK	\$1,000,000.00
COR TRUST BANK YANKTON	\$250,616.38
FIRST INTERSTATE	\$500,000.00

INVESTMENTS:**OTHER ACCOUNT BALANCES:**

BAD CHECKS	\$4,726.31
------------	------------

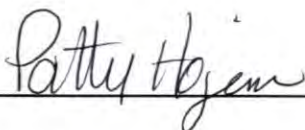
GRAND TOTAL CASH AND BALANCES**\$12,373,766.03****GENERAL LEDGER CASH AND INVESTMENT BALANCES BY FUNDS:**

GENERAL FUND	\$7,771,614.95
SPECIAL FUND	\$2,017,963.44

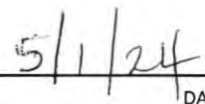
TRUST AND AGENCY FUNDS	\$2,584,989.64
------------------------	----------------

GRAND TOTAL GENERAL LEDGER CASH AND INVESTMENTS**\$12,374,568.03**

* \$ 902.00 difference
 due to voided
 checks



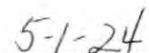
COUNTY AUDITOR SIGNATURE



DATE



COUNTY TREASURER SIGNATURE



DATE

POOLED CASH REPORT
AS OF: MARCH 31ST, 2024

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-10100		GENERAL CASH & DEPOSITS	8,181,822.57	(410,207.62)	7,771,614.95
201-10100		ROAD & BRIDGE CASH & DEPOSITS	375,148.56	(43,370.68)	331,777.88
207-10100		E911	379,369.05	14,846.82	394,215.87
210-10100		JAIL BLDG CASH & DEPOSITS	681,531.35	1,238.96	682,770.31
226-10100		EMERGENCY MANAGEMENT	(28,020.31)	(21,702.59)	(49,722.90)
229-10100		DOMESTIC ABUSE	5,084.09	344.24	5,428.33
233-10100		COUNTY BUILDING	91,095.52	3,327.00	94,422.52
243-10100		HISTORICAL PRESERVATION	6,379.69	149.40	6,529.09
248-10100		24/7 FUND	99,724.39	(3,784.06)	95,940.33
250-10100		M & P R FUND	128,505.56	710.61	129,216.17
290-10100		AMERICAN RESCUE PLAN	0.00	0.00	0.00
295-10100		RURAL ACCESS INFRASTRUCTURE	326,791.76	594.08	327,385.84
303-10100		CAP PROJECT SAFETY CENTER	0.00	0.00	0.00
304-10100		CAP PROJECT ROAD & BRDGE	0.00	0.00	0.00
306-10100		CAP PROJECT - NAPA JUNCTION	0.00	0.00	0.00
402-10100		DEBT SERVICE-SAFETY CENTER	130,352.95	28,925.85	159,278.80
403-10100		Debt Service - Highway Blg	0.00	0.00	0.00
404-10100		DEBT SERVICE - NAPA JUNCTION	597.85	214,664.25	215,262.10
704-10100		COUNTY LAW LIBRARY	713.42	514.00	1,227.42
705-10100		TOWER FUND	13,358.41	0.00	13,358.41
721-10100		DISTRICT SCHOOLS	964,418.44	(16,174.72)	948,243.72
723-10100		CITIES & TOWNS	212,553.36	18,912.31	231,465.67
725-10100		TOWNSHIPS	40,436.52	4,630.58	45,067.10
733-10100		ROAD DISTRICTS	0.00	0.00	0.00
734-10100		BOND DEPOSITS	0.00	0.00	0.00
735-10100		DELINQUENT TAXES	29,091.32	4,560.28	33,651.60
736-10100		MUNICIPALITIES	0.00	0.00	0.00
739-10100		SPECIAL ASSESSMENTS	0.00	0.00	0.00
740-10100		DRAINAGE DITCHES	327,210.89	3,414.57	330,625.46
742-10100		STATE MOTOR	461,339.73	37,293.75	498,633.48
748-10100		LOCAL EMERGENCY PLANNING	4,460.25	0.00	4,460.25
757-10100		SPECIAL HIGHWAY	0.00	0.00	0.00
759-10100		CLEARING FUND	5,570.18	(1,416.00)	4,154.18
763-10100		REDEMPTION	114.85	0.00	114.85
764-10100		RC & D LOWER JAMES	4,620.00	0.00	4,620.00
767-10100		FIRE/ROAD DISTRICT	54.21	0.00	54.21
768-10100		Statewide 24/7 Sobriety Prog	2,652.00	110.00	2,762.00
769-10100		M & PR Fund	0.00	0.00	0.00
770-10100		OTHER SPECIALS	81,574.86	(19,715.88)	61,858.98
771-10100		W 11TH IMPROVEMENT ZONE	<u>28,096.41</u>	<u>2,055.00</u>	<u>30,151.41</u>
TOTAL CLAIM ON CASH			12,554,647.88	(180,079.85)	12,374,568.03
			=====	=====	=====
<u>CASH IN BANK - POOLED CASH</u>					
999-10050		TOTAL CASH ON HAND	95,710.58	3,606.29	99,316.87
999-10100		Pooled Cash Checking	6,570,192.02	(374,998.63)	6,195,193.39
999-10200		CHECKING CREDIT CARD	0.00	0.00	0.00
999-10300		SAVINGS ACCOUNT BALANCES	5,884,018.97	191,312.49	6,075,331.46

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
999-10400		CD'S ACCOUNT BALANCE	0.00	0.00	0.00
999-10500		BAD CHECKS	<u>4,726.31</u>	<u>0.00</u>	<u>4,726.31</u>
		SUBTOTAL CASH IN BANK - POOLED CASH	12,554,647.88	(180,079.85)	12,374,568.03
<u>WAGES PAYABLE</u>					
999-20400		WAGES PAYABLE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
		SUBTOTAL WAGES PAYABLE	0.00	0.00	0.00
		TOTAL CASH IN BANK - POOLED CASH	12,554,647.88	(180,079.85)	12,374,568.03
			=====	=====	=====
<u>DUE TO OTHER FUNDS - POOLED CASH</u>					
999-20300		DUE TO OTHER FUNDS	<u>12,554,647.88</u>	<u>(180,079.85)</u>	<u>12,374,568.03</u>
		TOTAL DUE TO OTHER FUNDS	12,554,647.88	(180,079.85)	12,374,568.03
			=====	=====	=====

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-10100		GENERAL CASH & DEPOSITS	8,181,822.57	(410,857.46)	7,770,965.11
201-10100		ROAD & BRIDGE CASH & DEPOSITS	375,148.56	(132,967.21)	242,181.35
207-10100		E911	379,369.05	14,846.82	394,215.87
210-10100		JAIL BLDG CASH & DEPOSITS	681,531.35	1,238.96	682,770.31
226-10100		EMERGENCY MANAGEMENT	(28,020.31)	(21,702.59)	(49,722.90)
229-10100		DOMESTIC ABUSE	5,084.09	359.24	5,443.33
233-10100		COUNTY BUILDING	91,095.52	3,327.00	94,422.52
243-10100		HISTORICAL PRESERVATION	6,379.69	149.40	6,529.09
248-10100		24/7 FUND	99,724.39	(3,784.06)	95,940.33
250-10100		M & P R FUND	128,505.56	710.61	129,216.17
290-10100		AMERICAN RESCUE PLAN	0.00	0.00	0.00
295-10100		RURAL ACCESS INFRASTRUCTURE	326,791.76	594.08	327,385.84
303-10100		CAP PROJECT SAFETY CENTER	0.00	0.00	0.00
304-10100		CAP PROJECT ROAD & BRDGE	0.00	0.00	0.00
306-10100		CAP PROJECT - NAPA JUNCTION	0.00	0.00	0.00
402-10100		DEBT SERVICE-SAFETY CENTER	130,352.95	28,925.85	159,278.80
403-10100		Debt Service - Highway Blg	0.00	0.00	0.00
404-10100		DEBT SERVICE - NAPA JUNCTION	597.85	214,664.25	215,262.10
704-10100		COUNTY LAW LIBRARY	713.42	514.00	1,227.42
705-10100		TOWER FUND	13,358.41	0.00	13,358.41
721-10100		DISTRICT SCHOOLS	964,418.44	(16,174.72)	948,243.72
723-10100		CITIES & TOWNS	212,553.36	5,163.43	217,716.79
725-10100		TOWNSHIPS	40,436.52	(20,950.61)	19,485.91
733-10100		ROAD DISTRICTS	0.00	0.00	0.00
734-10100		BOND DEPOSITS	0.00	0.00	0.00
735-10100		DELINQUENT TAXES	29,091.32	4,560.28	33,651.60
736-10100		MUNICIPALITIES	0.00	3.30	3.30
739-10100		SPECIAL ASSESSMENTS	0.00	0.00	0.00
740-10100		DRAINAGE DITCHES	327,210.89	3,414.57	330,625.46
742-10100		STATE MOTOR	461,339.73	166,892.65	628,232.38
748-10100		LOCAL EMERGENCY PLANNING	4,460.25	0.00	4,460.25
757-10100		SPECIAL HIGHWAY	0.00	9.24	9.24
759-10100		CLEARING FUND	5,570.18	(1,416.00)	4,154.18
763-10100		REDEMPTION	114.85	0.00	114.85
764-10100		RC & D LOWER JAMES	4,620.00	0.00	4,620.00
767-10100		FIRE/ROAD DISTRICT	54.21	0.00	54.21
768-10100		Statewide 24/7 Sobriety Prog	2,652.00	110.00	2,762.00
769-10100		M & PR Fund	0.00	0.00	0.00
770-10100		OTHER SPECIALS	81,574.86	(19,715.88)	61,858.98
771-10100		W 11TH IMPROVEMENT ZONE	28,096.41	2,055.00	30,151.41
TOTAL CLAIM ON CASH			12,554,647.88	(180,029.85)	12,374,618.03
			=====	=====	=====

100,000 = 50,277.10

CASH IN BANK - POOLED CASH

999-10050	TOTAL CASH ON HAND	95,710.58	0.00	95,710.58
999-10100	Pooled Cash Checking	6,570,192.02	(375,073.88)	6,195,118.14
999-10200	CHECKING CREDIT CARD	0.00	0.00	0.00
999-10300	SAVINGS ACCOUNT BALANCES	5,884,018.97	195,044.03	6,079,063.00

DEPT: ALL
PAYROLL NO#: 01
PAY PERIOD BEGINNING: 4/01/2024
PAY PERIOD ENDING: 4/30/2024

*** GRAND TOTALS ***

-----EARNINGS-----			---BENF/REIMB---		-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	0.00	321,327.08	VEH	105.00	010	PENSU	1550.00		FED W/H	472,132.20	38,477.81	
HOURL	7,159.80	159,349.98			011	ROTH	3485.65		FICA	506,231.16	31,386.34	31386.34
OVERT	549.50	20,824.76			020	AFLAC	910.03		MEDI	506,231.16	7,340.37	7340.37
VAC	370.50	4,476.27			030	COL	193.69					
SICK	353.00	3,124.21			050	OPTLG	303.26					
CELL	0.00	1,050.00			100	NRS	69.44					
LONG	0.00	915.00			11	SDRS6	17479.47	17479.47				
VACPO	0.00	1,904.07			12	SDRS8	15000.05	15000.05				
HOL	1,034.00	9,885.80			410	FLEXA	3556.62					
FNRL	24.00	0.00			420	LIFE	290.69					
					430	FLEXC	411.56					
					440	VSP	510.66					
					450	DELTA	2623.00					
					460	MEDI	2839.71					
					461	MEDI		41905.60				
					463	MEDI		11405.04				
					464	HSA	3256.00					
					465	MEDI		16334.64				
					467	MEDI	3230.20					
					471	MEDI		4226.54				
					P7	SPOUS	206.36					
TOTALS:	9,490.80	522,857.17		105.00			55916.39	106351.34			77,204.52	38726.71

-----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
101-111	6,373.29	6,373.29	0.00	0.00	0.00	0.00	0.00	591.75	5,781.54
101-141	16,923.36	16,723.36	0.00	0.00	200.00	0.00	1,632.03	2,804.92	12,486.41
101-142	21,118.28	20,843.28	0.00	0.00	275.00	0.00	1,917.60	3,342.05	15,858.63
101-151	40,611.55	40,611.55	0.00	0.00	0.00	0.00	3,045.55	6,406.65	31,159.35
101-161	10,952.05	8,356.16	1,393.81	1,048.08	100.00	54.00	1,188.66	1,505.56	8,203.83
101-162	24,355.55	24,055.55	0.00	0.00	300.00	0.00	3,631.26	3,038.00	17,686.29
101-163	17,092.98	16,892.98	0.00	0.00	200.00	0.00	1,037.46	2,835.95	13,219.57
101-165	4,152.19	3,791.13	0.00	361.06	0.00	0.00	533.00	414.52	3,204.67
101-169	4,828.48	3,786.72	38.64	953.12	50.00	0.00	389.71	663.72	3,775.05
101-211	69,764.62	68,802.69	786.93	0.00	175.00	0.00	9,205.60	9,684.51	50,874.51
101-212	98,427.20	84,971.27	11,451.86	0.00	2,004.07	0.00	12,439.86	14,051.78	71,935.56
101-213	1,100.00	1,050.00	0.00	0.00	50.00	0.00	0.00	114.15	985.85
101-421	3,497.36	3,497.36	0.00	0.00	0.00	0.00	509.56	464.70	2,523.10
101-424	69,279.03	61,289.53	5,984.84	2,004.66	0.00	0.00	5,209.25	9,776.52	54,293.26

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 4/01/2024

PAY PERIOD ENDING: 4/30/2024

-----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
101-427	1,470.60	1,470.60	0.00	0.00	0.00	0.00	0.00	162.50	1,308.10
101-611	8,426.52	8,326.52	0.00	0.00	100.00	0.00	817.90	1,258.37	6,350.25
101-612	2,908.86	2,908.86	0.00	0.00	0.00	0.00	174.53	252.63	2,481.70
101-711	12,367.44	12,367.44	0.00	0.00	0.00	0.00	2,400.16	1,679.16	8,288.12
201-311	94,964.97	80,854.43	859.80	12,784.74	415.00	51.00	10,296.11	15,883.56	68,734.30
226-222	11,975.72	11,332.22	308.88	334.62	0.00	0.00	1,298.38	1,955.48	8,721.86
248-212	2,372.12	2,372.12	0.00	0.00	0.00	0.00	189.77	318.04	1,864.31
TOTALS	522,962.17	480,677.06	20,824.76	17,486.28	3,869.07	105.00	55,916.39	77,204.52	389,736.26

REGULAR INPUT: 139 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 139

ACCOUNT
MV1

TENDER
APPLIED

CHANGE:

Yankton County Treasurer
(605)263-4400

REC#: 00606267 3/01/2024 10:51 AM
OPER: 0-13 TERM: 003
REF#: 600057756

TRAN: 400.0000 MISC RECEIPT
RECEIPT# 275 STATE OF SOUTH DAKOTA
SHERIFF STAFFING GRANT
ACCOUNT 1014-33400 \$10000.00
STATE GRANTS

TENDERED: 10,000.00 CHECK
APPLIED: 10,000.00-

CHANGE: 0.00

Anticipated Revenue
20,000 - Grant Revenue
6,003.70 - Insurance Revenue

VOID AFTER 180 DAYS FROM
STATE OF SOUTH DAKOTA
PAYEE: YANKTON COUNTY SHERIFF OFFICE WARRANT
INVOICE # BDU APPROVAL #
DATE 01/22/2024 2024 24/7 STAFF 2911 455790
2024 24/7 STAFFING PASSTHRU GRANT

"Detach at Perforation"

CHECK 0000143310

11/27/2023

YANKTON COUNTY SHERIFF'S OFFICE

Check Total:

10,000.00

Yankton County Treasurer
(605)260-4400

REC#: 00501631 1/03/2024 2:02 PM
OPER: cnt1 TERM: 001
REF#: 143316

TRAN: 400.0000 MISC RECEIPT
RECEIPT# 24 NCIC
ACCOUNT 1014-33411 \$10000.00
OTHER GRANTS

TENDERED: 10,000.00 CHECK
APPLIED: 10,000.00-

CHANGE: 0.00

5411

Amount	Discount Amount	Net Amount
10,000.00	0.00	10,000.00

(012) 500 7100
VANKTON COUNTY TREASURER

Vankton County Treasurer
(605)260-4400

REC#: 00602649 1/24/2024 3:57 PM
OPER: c-t3 TERM: 003
REF#: 34782291

TRAN: 400.0000 MISC RECEIPT
RECEIPT# 109 EMC
ACCOUNT 1014-37300
INSURANCE PROCEEDS \$4371.95

TENDERED: 4,371.95 CHECK
APPLIED: 4,371.95-

CHANGE: 0.00

101437300
Sheriff

798881

1/11/24
7/14/23
1/01/24

Agency AGRI-CITY INSURANCE AGENCY, LLC
Agent BB-5194
Approved ROB-C
Issued at HO. ERU

Check amount \$****4,371.95

(NON-NEGOTIABLE)

11674: 400.0000 MISC RECEIPT
REC#: 00608343
OPER: cnt4 TERM: 002
REF#: 0000329130

REC#: 00608343 3/26/2024 11:26 AM
OPER: cnt4 TERM: 002
REF#: 0000329130
TRAN: 400.0000 MISC RECEIPT
RECEIPT# 398 US SPECIALTY INSURANCE
ACCOUNT 1014-37300 \$1631.75
INSURANCE PROCEEDS

TENDERED: 1,631.75 CHECK
APPLIED: 1,631.75-
CHANGE: 0.00

* NON-NEGOTIABLE *

D 75/100 DOLLARS***
CAL SRVCS AND SEARCH & RESCUE

Vendor ID: 17187006
Loss Description: Settlement
Date 03/07/2024
Amount ***\$1,631.75

DE CO WELLS FARGO BANK, NA
Comments:
Otis MK7 Buddy Line and Motorola Pager less \$500 deductible
Check No 0000329130