

Agenda

Yankton County Commission

6:00 PM, Tuesday, August 20, 2024
Commission Chamber
Yankton County Government Center

**DOCUMENTS WILL BE AVAILABLE AT AUDITOR'S OFFICE FOR REVIEW
BEGINNING
August 16th 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: _____Dan Klimisch _____Don Kettering _____Wanda Howey-Fox
_____Ryan Heine _____John Marquardt

AGENDA ITEMS

No.	Time	Item Description	Presenter
03	6:03 PM	Abstain Financial Conflict of Interest (SDCL 6-1-17) Non-Financial Interest-Must State Reason for Abstaining	Commissioner Marquardt
04	6:05 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	6:10 PM	Yankton Contact Center	Rebecca Meier
06	6:15 PM	Pathways	Will Kennedy
07	6:20 PM	ROW/Utilities for Bridge Removal and Approval to Bid	Highway

08	6:25 PM	SD LEMPG Grant Approval	Paul Scherschligt
09	6:30 PM	1 st Reading - Definitions and Article 26 Wind Energy Conversion Systems	Zoning
10	6:35 PM	Jaton – Plat	Zoning
11	6:40 PM	Vacate Portion of Section Line	States Attorney
12	6:45 PM	July 29 & August 6, Meeting Minutes	Commission
13	6:50 PM	Claims 2 nd Quarter MI Report July 2024 Auditor/Treasurer Report, Pooled Cash Report	Auditor
14	6:55 PM	Meeting Videos	Commission
15	7:00 PM	Firewall Replacement Quote	Commission
16	7:05 PM	Public Comments	
17	7:10 PM	Commission Updates	Commission
18	7:15 PM	Executive Session/ Poor Relief Issues Pursuant to SDCL 1-25-2 & 28-13 and 28-13-1.3. Items for Next Meeting	State's Attorney



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 08/06/2024

Request is for Commission Meeting Dated 08/20/2024

Name: Rebecca Meier

Address: 321 E 3rd Street Suite B02

Phone: 605-260-4413

E-Mail Address: director@yaktoncontactcenter.org

Topic to be Addressed and Length of Presentation: Yankton Contact Center Update

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

.Update on program

Person(s) Making Presentation to the Board: Rebecca Meier

Audio/Visual Equipment Needed: _____

For Office Use:

Approved _____ Denied _____ Reason(s): _____

Signature: _____

Date: _____



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 7/31/24

Request is for Commission Meeting Dated 8/6/24

Name: Pathways Shelter / Will Kennedy

Address: 500 E 4th St Yankton SD

Phone: ~~605 664~~ 605 664 4940

E-Mail Address: Wkennedy@yanktonpathways.org

Topic to be Addressed and Length of Presentation: _____

Commissioner Klimisch incorrect facts from July 31 meeting

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

Correct false statements to public

Person(s) Making Presentation to the Board: Will Kennedy and board members

Audio/Visual Equipment Needed: None

For Office Use:

Approved _____ Denied _____ Reason(s): _____

Signature: _____

Date: _____

TO: Local Government Assistance
South Dakota Department of Transportation
700 Broadway Avenue East
Pierre, South Dakota 57501-2586

RE: UTILITIES CERTIFICATE

PROJECT NUMBER BRO 8068(18) PCN 08NR

This is to certify that the Board of County Commissioners of Yankton
County, South Dakota, will move and/or adjust or will cause to be moved, and/or adjusted, any and all
utilities, whether publicly or privately owned, lying in the path of or conflicting with the construction of
said project within the limits of said county.

1. The moves and/or adjustments will be accomplished at no cost to the State of South
Dakota, and without Federal participation, and will be coordinated with the construction
of said project. The following utilities have been contacted and are aware of the
project:

<u>Utility Company</u>	<u>Date Contacted</u>
Northwestern Energy – (800)-245-6977	8/15/2024
<i>B-Y Electric</i>	8/15/2024

2. The utilities referred to in this certificate do not include railroads or railroad owned
facilities.
3. All other utilities not included in this certificate are listed below:

We also certify that all physical features (fences, signs, posts, etc.) to be removed under utilities
negotiations have been moved or will be moved by the date of the letting or that an agreement has
been negotiated with the owner involved.

DATED THIS _____ DAY OF _____, 20 ____.

BOARD OF COUNTY COMMISSIONERS

ATTEST: OF _____ COUNTY

BY: _____

COUNTY AUDITOR
(SEAL)

CHAIRMAN

Approved by: _____
Project Manager Date

RIGHT-OF-WAY CERTIFICATE

TO: Local Government Assistance
South Dakota Department of Transportation
700 Broadway Avenue East
Pierre, South Dakota 57501-2586

RE: Project No. BRO 8068(18), PCN 08NR in Yankton County.

This is to certify that the Board of County Commissioners of Yankton County, South Dakota, has determined no right of way or temporary easements are required for the construction of Project Number BRO 8068(18), PCN 08NR in Yankton County. All construction activities will take place within the existing right-of-way and will be accomplished in accordance with State and Federal directives.

DATED THIS _____ DAY OF _____, 20__.

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY

ATTEST: _____
COUNTY AUDITOR
(SEAL)

BY: _____
CHAIRMAN

APPROVED BY: _____
Project Manager Date

ENCROACHMENT SURVEY CERTIFICATION
FOR
BRO 8068(18), Yankton County, PCN 08NR

Conducted by Mike Sedlacek
Title HWY Superintendent
Date 8/14/2024

I hereby certify,

No encroachments exist within the right-of-way limits of the noted project.

The only existing encroachments within the right-of-way limits of the noted project are trees and/or _____ which will be removed as a part of the project.

Return by mail or fax no later than 60 Days Prior to Letting Date.
SDDOT - Office of Local Government Assistance
700 East Broadway Avenue
Pierre, South Dakota 57501-2586
FAX: 605/773-4870

August 2, 2024

Yankton County
321 W. 3rd St.
Yankton 57078

Dear Yankton County Commission,

The South Dakota Office of Emergency Management operates a grant program that provides financial support to counties emergency management program. This program is called the Local Emergency Management Performance Grant (LEMPG). It is a grant program that has its lineage from the FEMA's Emergency Management Performance Grant (EMPG); thus, there are federal grant requirements.

We are sending this grant package to all 66 counties in the state. Counties may participate in the grant annually or decide not to participate in the grant.

The LEMPG provides a single funding and reporting instrument for the accomplishment of activities and products. The Agreement acknowledges the LEMPG applies to preparedness for natural and man-made disasters.

The 2025 Local Emergency Management Performance Grant Sub-Recipient Agreement is comprised of the main agreement and four exhibits; Exhibit A which describes the grant, Exhibit B which describes terms and conditions that apply to the grant, Exhibit C which identifies work topic areas under the LEMPG, and Exhibit D the Administrative Manual which provides administrative instructions and definitions. The main agreement includes Section 30 which identifies general requirements which must be completed by the end of the contract. Exhibit B is derived from Federal requirements of FEMA's Emergency Management Performance Grant (the grant the LEMPG funds are awarded from). Entities receiving funds from this grant must abide by all Terms and Conditions outlined in this Exhibit. Exhibit C identifies topic areas that all reimbursed positions must participate in, and which should be reported monthly and submitted quarterly.

If your county wishes to participate in the 2025 LEMPG program, please sign the 2025 Local Emergency Management Performance Grant Agreement and return the signed signature to your assigned Regional Coordinator by September 30, 2024. If you do not wish to participate, please have your emergency manager contact their Regional Coordinator by email so we have verification from you. We will notify you when we receive our EMPG award in the spring/summer of 2025 and are able to provide reimbursement payments.

Note to the County Auditor:

The SLA grant is provided to counties to pay for 50% of the emergency management director's salary and benefits accrued as a result of maintaining the office of the director. This is an ongoing grant with a Catalog of Federal Domestic Assistance number of 97.042. This grant and any other associated with the South Dakota Office of Emergency Management is to be accounted for within fund 226.

Sincerely,



TINA A. TITZE

Director

cc: County Auditor (letter only)
Emergency Manager (electronic copy)

Attachments: 2025 LEMPG Grant Package

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement
Between**

Yankton County
321 W. 3rd St.
Yankton, SD 57078

State of South Dakota
Department of Public Safety
Office of Emergency Management
221 South Central Avenue
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the “Agreement” hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) is included in Exhibit A and is incorporated herein. In the event of a change in the award or funding source, the information included in Exhibit A may change. Sub-Recipient’s consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

The Sub-Recipient will undertake, complete, and report as necessary to their Regional Coordinator the work or performance as described in Section 30, General Requirements, of this agreement. 100% of all activities identified in this contract must be completed. The Sub-Recipient must report on a quarterly basis, all activities performed in Exhibit C.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of county emergency management program support referred to as the Local Emergency Management Performance Grant (LEMPG). As a condition of this award, you are required to contribute a cost match of non-Federal funds in the amount of 50% of salary, benefits, and required training costs. Counties with population under 19,000 will be eligible to be reimbursed up to 50% for one emergency manager. Counties with population over 19,000 will be eligible to be reimbursed up to 50% for two emergency managers. This reimbursement is by position, not FTE equivalent. Counties with a population over 100,000 will be reimbursed up to 50% for three employee’s as long as all three have an active role in completing LEMPG requirements. Additional information is detailed in Exhibit A.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. The closeout of this agreement does not affect the State's responsibility to monitor beyond the performance period end date. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report. Records for real property and equipment must be retained for 3 years after final disposition.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION:

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

(A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;

(B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;

(C) An effective internal control system is employed by the recipient's or sub-recipient's organization; and

(D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency, they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publically post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT:

For purposes of this agreement, grant closeout will commence with the submittal of the 4th Quarter report by the sub-recipient. Program staff will review this final report, verify that all conditions and work items have been completed, and submit final monitoring information in the Work Plan Matrix. Final payment will only be processed if all conditions of this grant are completed. Receipt of final payment by the sub-recipient will constitute closeout of this agreement.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award; and any additional provisions found in Exhibit B.

11. SUB-RECIPIENT IDENTIFICATION:

Upon execution of this Agreement, Sub-Recipient will provide the State with Sub-Recipient's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

12. USE OF EQUIPMENT, SUPPLIES AND FACILITIES:

The Sub-Recipient will not use State equipment, supplies, or facilities except for the following listed items: equipment, supplies, software, or facilities provided and supported by the State Office of Emergency Management and or provided through resource requests during an emergency or disaster.

13. THIRD PARTY BENEFICIARIES:

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

14. COST PRINCIPLES:

Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

15. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

16. FUNDING:

This Sub-Recipient Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

17. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto.

18. CONTROLLING LAW:

This Sub-Recipient Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principals. Federal law, administrative rules, and grant guidelines control the use and administration of federal grants. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

19. MERGER:

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

20. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

21. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

22. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient may use contractors to perform work under this Agreement as set forth in Section C. The Sub-Recipient may not sub-grant funds under this Agreement without the previous written approval of the State.

The Sub-Recipient will include provisions in its contracts for this project (or sub-grants if approved) requiring its contractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its contractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any contractors and/or sub-recipients. The Sub-Recipient is required to assist in this process as needed.

23. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict-of-interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

24. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

25. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

26. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

27. COMPLIANCE WITH EXECUTIVE ORDER 2023-13

Sub-Recipient (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Sub-Recipient hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

28. COMPLIANCE WITH SDCL CH. 5-18A:

Sub-Recipient certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

C. AGENCY OR GRANT SPECIFIC CLAUSES

29. LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT (LEMPG) PURPOSE:

The South Dakota Office of Emergency Management (SDOEM) LEMPG provides a single funding, operating, and reporting instrument for the accomplishment of agreed upon activities and products under the included performance activities to justify local funding assistance. The Agreement, in particular, acknowledges that Preparedness, Mitigation, Response, and Recovery activities apply to and are required for natural, manmade, and technological disasters in South Dakota.

30. GENERAL REQUIREMENTS:

All LEMPG reimbursed emergency management worker positions must participate, take part in, and complete all items listed in this section:

ADMINISTRATION

- Submit a quarterly financial report in WebEOC no later than 30 days after the end of each quarter.
- Document all activities performed by your jurisdiction as they relate to the five areas of Administration, Preparedness, Mitigation, Response, and Recovery that are above and beyond the other items listed in Section 30. Reporting of all activities encompassed by these areas on the Workplan Reporting form should be completed monthly and shall be submitted quarterly (due 30 days after the end of each quarter).
- Complete the NIMS spreadsheet by July 1.
- Meet with your Regional Coordinator quarterly.
- Complete surveys, assessments, other grant requirements, etc. as requested by the State.
- Serve as the County Point of Contact for purposes of equipment monitoring for the EMPG and Homeland Security Grant programs conducted by DPS.
- Provide the State with working email, work phone, cell phone, and home contact information for the county emergency manager and an alternate contact.
- Complete the Local Capabilities Assessment for Readiness (LCAR) with your Regional Coordinator by December 31st.

Training

- New county emergency management staff: If you are a new county emergency management staff member (this Federal Fiscal Year (FFY) will be your first full year as an emergency management staff member), the following classes must be completed by the end of the FFY (note that IS classes can be taken online):
 - Complete the following Incident Command System courses:
 - IS-100, IS-200, ICS-300, IS-700, and IS-800. (To be completed within 12 months of hire.)
 - Complete Incident Command System courses ICS-400. (To be completed within 24 months of hire.)
 - Complete the EM 101 & EM 102 course. (To be completed within 12 months of hire.)
- The following courses are required. within 2 years of hire. (Note that IS classes can be completed online.)
 - Complete the FEMA Professional Development Series (PDS) or the National Emergency Management Basic Academy and upload a copy of your Emergency Management Institute (EMI) certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
 - Complete the EM 103 course. (To be completed within 24 months of hire.)
 - Complete the Homeland Security Exercise and Evaluation Program (HSEEP) course and upload documentation of completion in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
- The following courses are required within 6 years of hire. (Note that IS classes can be completed online.)
 - Complete the FEMA Advanced Professional Series (APS) and upload a copy of your EMI certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 6 years of hire.)

PREPAREDNESS

Planning

- Conduct an annual Local Emergency Operations Plan (LEOP) review with stakeholders and county commissioners so it is comprehensive and current. As part of this review, compare your current LEOP with the updated LEOP template and identify sections/annexes that should be added or updated. Consider adding and updating those sections as part of your annual review. Also review and update shelters and Disaster Response and Recovery (DRRI) facilities for your jurisdiction. These facilities and their capabilities should be an attachment to your Mass Care Annex. Documentation of the attendees of the meeting will be reported to the Regional Coordinator and uploaded in WebEOC following the meeting. Upload a new electronic copy of the LEOP to your County Plans board in WebEOC.

Resource Management & Logistics

- Update jurisdictional resource inventory within the Comprehensive Resource Management & Credentialing system (CRMCS) and ensure resources conform to Homeland Security resource typing and naming standards. This update requires county owned equipment to be updated. Other response resources owned by municipalities and other response organizations is highly recommended to include in this update.
- Credential emergency response personnel in your jurisdiction using the Comprehensive Resource Management & Credentialing system (CRMCS). This update requires county employed personnel to be updated. Other emergency responders employed by municipalities and other response organizations is highly recommended to include in this update.
- Attend a Salamander refresher/update workshop during the LEMPG year.

Operational Coordination

- Identify and maintain primary and alternate EOC facilities. Evaluate the facilities capabilities to make planned improvements as possible.
- Maintain an EOC regional staffing capability thru mutual aid personnel resources from within your region. This capability is required to be documented, documentation to be uploaded in WebEOC and reported to the Regional Coordinator.
- Maintain a local (jurisdictional) primary and alternate capability for the functions of Public Affairs (Public Information Officer) and Finance. Coordinate and track training for identified people performing these functions, document on the NIMS Spreadsheet.
- Develop and participate in an annual regional exercise based on the Regional EOC staffing capability and to the exercise level (Tabletop, Functional, Full-Scale) of the Region's choosing. Regional Coordinator to document and verify participation. *Note: This exercise is a separate exercise requirement from the mandated county annual exercise and cannot be combined for this year.*
- Maintain a Just-in-time EOC staffing plan that includes jurisdictional recruitment, just-in-time training materials, and job descriptions. This plan should include positions supporting the functions of public affairs (PIO), planning, resource tracking, situational awareness, resource ordering & acquiring (Logistics), and finance. Submit the plan in WebEOC and report completion to your Regional Coordinator.
- **FEMA EMPG Requirement:** All recipients and subrecipients in the 50 States, the District of Columbia and Puerto Rico shall work toward implementation of National Qualification System (NQS) by developing an Implementation Plan, using the FEMA-identified two-page template. The Implementation Plan will identify a jurisdiction's timeline for implementing NQS by Calendar Year (CY) 2025. The following requirements shall apply: Only EMPG Program-funded deployable personnel, as determined by each recipient organization, will be required to meet NQS certification requirements; Subrecipients will be considered in compliance with the NQS requirements as long they are working towards implementing the NQS Implementation Objectives as identified; and the expected completion date for each phase of the NQS Implementation Objectives is December 31 of the applicable CY. Subrecipients (Counties) that have identified deployable personnel and created a National Qualification System (NQS) implementation plan will complete their next phase of implementation.

Public Information and Warning

- The jurisdiction will conduct a minimum of two public preparedness outreach and/or awareness campaigns/activities during the LEMPG year.

Exercises, Evaluations, and Corrective Actions

- All LEMPG funded emergency management staff will participate in and conduct a Homeland Security Exercise and Evaluation Program (HSEEP) consistent exercise incorporating Operational Coordination, Operational Communications, and at least one additional capability from the Core Capabilities List (CCL). FY2024 began a three-year rotation of exercise requirements. For FY2025, an EOC Functional Exercise is required to be conducted in each LEMPG funded jurisdiction. The scenario chosen for last year's (FY2024) tabletop exercise will be the scenario utilized for this year's EOC Functional. In FY2026, a Full-Scale Exercise utilizing the same scenario will be required. See the **Administrative Manual Exhibit D** for additional information and requirements regarding exercises.

- All LEMPG funded emergency management staff will participate in and complete the requirements for one of the OEM scheduled drills (SD HAN, WebEOC, or Radio Drill) per quarter. If an OEM scheduled drill is not participated in by the jurisdiction, the jurisdiction must design and conduct a drill, tabletop, or functional exercise following HSEEP.

RESPONSE

Operational Coordination

- Report events to the Office of Emergency Management Duty Officer using current reporting guidelines. (Current guidelines are available in the County Forms and Templates Library Board of WebEOC in the Response Documents folder).
- If the State Emergency Operation Center (EOC) is activated, impacted counties requesting resources must activate and staff their local EOC.
- Consider utilizing the state supplied Bridge4PS application within your jurisdiction and region to exchange information and assist in coordination of emergency response.

RECOVERY

- If an event occurs that may meet the guidelines for a Presidential Disaster Declaration, coordinate activities with the State and distribute Preliminary Damage Assessment (PDA) materials and provide PDA Training to eligible applicants within your jurisdiction.
- If a county has received a Presidential Disaster Declaration, assist the State with briefings and accompany the State-FEMA inspection team to meetings, site inspections, and observe the write-up of a project worksheet.
- Attend an in-person Crisis Track workshop (Full Class). Utilization of the software is required for submission of PDA documentation for all counties and all entities within counties in calendar year 2025.

31. DOMESTIC PREFERENCES FOR PROCUREMENT:

In accordance with 2 CFR 200.322, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

32. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

2 CFR 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

33. BUY AMERICA, BUILD AMERICA ACT (BABAA)

Sub-Recipient certifies and agrees that all contractors and subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the Sub-Recipient who, in turn, will forward the required certification to the State with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Sub-Recipient certifies that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured products, and construction materials used in the project were produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Sub-Recipient shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the State who, in turn, will forward the disclosures to FEMA.

34. AGREEMENT OFFICIALS:

The Director of the South Dakota Office of Emergency Management is responsible for committing the State to the terms of this Agreement.

The County Commission Chairperson is responsible for committing the Sub-Recipient to the terms of this Agreement.

The County Emergency Management Director shall be the principal official responsible for planning, reporting on, and assuring performance objectives and accomplishments of results, as defined in this Agreement.

35. WORK ITEM REPORTING REQUIREMENTS:

All work items, reports, and other deliverables identified within the LEMPG Work Plan will be considered late 7 days after each respective identified due date.

- A. Time extensions may be granted for good reason prior to the deadline. Extensions must be made in writing (email) to your assigned Regional Coordinator describing the reason for the time extension and the amount of time requested to complete the activity.
- B. When work items, reports, or other deliverables are considered late, it will result in an email reminder to the County EM.
- C. Failure to submit work items, reports, or other deliverables within one week of receiving the reminder will result in a letter of non-performance to the County Commission/District Chairperson and a forfeiture of that quarters reimbursement.
- D. Failure to comply with the reporting requirements of this agreement may result in loss of program funding or additional monitoring requirements.

36. COUNTY EMERGENCY MANAGEMENT WORKER(S) SCHEDULE:

County Emergency Management workers must maintain a work schedule commensurate with the percentage of time funded by this grant for Emergency Management functions. Emergency Management workers hours must meet or exceed the minimum requirement on a quarterly basis. Minimum monthly and quarterly hours based on percentage of time is listed in Appendix B of the Administrative Manual.

Percentage of time worked on Emergency Management functions must be documented in timekeeping records utilizing the State timesheet. For part-time personnel who do not receive paid leave, hourly employees should track hours they work on Emergency Management but will only be reimbursed for hours up to the percentage of time reported on their Personnel Action Form. For part-time personnel who do not receive paid leave, salaried employees should track hours they work on Emergency Management and are required to work minimum hours based on the percentage of time reported on their Personnel Action Form.

If the County Emergency Management worker is considered 100% time, they can hold no other role or position within county government. If the County wishes or requires for the County Emergency Management worker to conduct other activities for the County, such as 911 Coordinator, Veteran's Service Officer, Deputy Sheriff, etc., they cannot be considered a 100%-time County Emergency Management worker and the percentage of time should be adjusted accordingly on a Personnel Action Form.

37. LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT (LEMPG) ADMINISTRATIVE MANUAL:

Sub-recipient is required to follow all provisions found in the SDOEM LEMPG Administrative Manual found in Exhibit D.

38. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) COMPLIANCE:

Sub-recipient is required to comply with National Incident Management System (NIMS) standards.

39. AGREEMENT ARTICLES:

Specific Agreement Articles for this agreement are included under Exhibit B.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement
Between**

Yankton County
321 W. 3rd St.
Yankton, SD 57078

State of South Dakota
Department of Public Safety
Office of Emergency Management
221 South Central Avenue
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the “Agreement” hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

D. AUTHORIZED SIGNATURES

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Sub-Recipient Signature - County Commission Chairperson

Date

State - South Dakota Office of Emergency Management

Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its UEI number): Yankton County
- b. Sub-Recipient's UEI number (Unique Entity Identifier): LL4KXBG4UBM4
- c. Federal Award Identification Number (FAIN): (To be Determined)
- d. Federal Award Date: (To be Determined)
- e. Sub-award Period of Performance: October 1st, 2024 thru September 30th, 2025
- f. Amount of federal funds obligated to the Sub-Recipient by this agreement: (To be Determined)
- g. Total amount of federal funds obligated to the Sub-Recipient: (To be Determined)
- h. Total amount of the federal award committed to the Sub-Recipient: (To be Determined)
- i. Amount provided by State/Grantor is \$ (To be Determined)
Amount matched by Sub-Recipient \$ (To be Determined)
Total Grant Amount \$ (To be Determined)
- j. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: 2025 Local Emergency Management Performance Grant
- k. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
- Awarding Agency: United States Department of Homeland Security
Federal Emergency Management Agency
- Pass-through Entity: South Dakota Department of Public Safety
Office of Emergency Management
- Contact Information: Allan Miller
605-995-8990
- l. CFDA No(s) and Name(s): 97.042
- m. Is the grant award for research and development (R&D)? YES ___ NO X
- n. Indirect Cost Rate for federal award: Not applicable under this agreement.

Exhibit B

AGREEMENT ARTICLES

Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2024 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2024. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2024 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool
| Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article IX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXI - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality

(CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States? this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
- or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XL - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175? 175c.

Article XLI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the HS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVI - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVIII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Exhibit C

WORKPLAN

A. SUMMARY

The South Dakota Office of Emergency Management (SDOEM) Local Emergency Management Performance Grant (LEMPG) provides a single funding, operating, and reporting instrument for the accomplishment of agreed upon administrative activities included in the contract as well as all reported activities included within this Workplan to justify local funding assistance. **The Agreement seeks to reimburse salary and benefits for activities and programs completed by emergency management staff and reported in this LEMPG Workplan.** The Agreement acknowledges that preparedness, mitigation, response, and recovery activities apply to and are required for natural, manmade, and technological disasters in South Dakota.

B. EMERGENCY MANAGEMENT AREAS OF CONCENTRATION

Topic areas that need to be addressed monthly in the Workplan if there is activity include:

- Administration
 - Administrative Tasks identified in the Contract
 - Training
- Preparedness
 - Planning
 - Operational Coordination
 - Public Information & Warning (Preparedness)
 - Threats & Hazard Identification
 - Resource Management & Logistics
 - Intelligence and Information Sharing
 - Exercises, Evaluations, and Corrective Actions
 - Any other Core Capability Task you may perform
- Mitigation
 - Planning
 - Operational Coordination
 - Public Information & Warning (Preparedness)
 - Threats & Hazard Identification
 - Any other Core Capability Task you may perform
- Response
 - Planning
 - Operational Coordination
 - Public Information & Warning (Response)
 - Resource Management & Logistics
 - Operational Communications
 - Situational Assessment
 - Mass Care Services
 - Any other Core Capability Task you may perform
- Recovery
 - Planning
 - Operational Coordination
 - Public Information & Warning (Response)
 - Any other Core Capability Task you may perform

C. REPORTING

Within 30 days after the end of each quarter, the sub recipient must upload an LEMPG Quarterly Activity report in WebEOC and report completion to their Regional Coordinator. It is encouraged that participants enter information into the report on a monthly basis to ensure completeness and accuracy. At the end of the quarter, information must be entered in the monthly format, and submitted. All emergency management staff funded through the LEMPG must have an active and documented role in completing activities identified within this Workplan. This documentation can be captured in bullet or narrative format and written for a third person who has no knowledge of the activities of the jurisdiction. Examples of appropriate reporting can be found in the County-LEMPG folder in WebEOC.

Time extensions may be granted for good reason prior to the deadline. Extensions must be made in writing (email will suffice) to your Regional Coordinator describing the reason for the time extension and the amount of time requested to complete the activity.

EMERGENCY MANAGEMENT AREAS OF CONCENTRATION

- 1. ADMINISTRATION:** Counties will submit required reports and assessments, communicate information on the Local Emergency Management Performance Grant (LEMPG) and emergency management activities, perform required administrative tasks, and meet with their regional coordinator for monitoring visits. Example of these items include items listed under letter B of this Workplan, meeting with county commissioners and other elected officials, and performing any other administrative tasks in support of the county emergency management program.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

2. PREPAREDNESS: Preparedness is a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response. Counties will report on preparedness activities they perform within their jurisdiction. Counties will report on items listed in letter B of this Workplan, meetings and coordination activities they use to help prepare stakeholders, and other activities they perform in their jurisdiction to prepare their jurisdiction for emergencies and disasters.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

3. MITIGATION: Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. Counties will report on mitigation activities they perform within their jurisdiction. Counties will report on items listed in letter B of this Workplan, mitigation meetings and coordination activities, and other activities they perform in their jurisdiction to reduce loss of life and property by lessening the impact of disasters.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

4. RESPONSE: Response is defined as activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Counties will report on items listed in letter B of this Workplan, and other activities they perform in their jurisdiction to save lives, protect property, and meet basic human needs due to an emergency or disaster.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

5. **RECOVERY:** Recovery is defined as actions to assist communities affected by an incident to recover effectively. Counties will report on items listed in letter B of this Workplan, and other activities they perform in their jurisdiction to assist their jurisdiction to recover from an emergency or disaster.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2ND Quarter

January

February

March

3RD Quarter

April

May

June

4TH Quarter

July

August

September

Exhibit D

ADMINISTRATIVE MANUAL



**Local Emergency Management
Performance Grant (LEMPG)
Administrative Manual
FFY 2025**

Performance Period: October 1, 2024 – September 30, 2025

Introduction

The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide Federal grants to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Reform Act of 2006, as amended (6 U.S.C. § 762). Title VI of the Stafford Act authorizes FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal government and the states and their political subdivisions. The Federal government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system.

The State, in turn, makes a large portion of this funding available to county emergency management organizations through the Local Emergency Management Performance Grant (LEMPG).

The LEMPG consists of a formal agreement that stipulates the terms and conditions of the grant, the work plan that supports the building and sustainment of the core capabilities across the prevention, protection, mitigation, response, and recovery mission areas.

Funding is based on reimbursement of up to 50% of approved County/District Emergency Manager position(s) based on continued adequate funding from FEMA. If adequate funding is not received from FEMA, amounts may be reduced. Amounts awarded will be reflected in Exhibit A upon receipt of funding from FEMA. The funding is used for county/district costs of emergency management personnel expenses and requires a 50% non-federal cash match. All requirements of the LEMPG must be satisfied to receive funding.

This LEMPG Administrative Manual will guide the County/District Emergency Manager through the various administrative, training, and financial requirements of the program. It also references some of the terms and conditions of the LEMPG under which such reimbursements are made.

Note to the County Auditor:

The EMPG is provided to counties to reimburse up to 50% of the approved county emergency management staff(s) salary and benefit costs. The CFDA number is 97.042. This grant and any other associated with SDOEM shall be accounted for within fund 226.

LEMPG Administrative Manual

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Section 1: Definitions & Acronyms

A. Definitions

1. **Authorized Local Official.** *Authorized Local Official* refers to the individual on the local level who has the authority to sign the EMPG Subaward Agreement.
2. **CERT.** *CERT* refers to the Community Emergency Response Team.
3. **CFR.** *CFR* refers to the Code of Federal Regulations.
4. **CRMCS.** *CRMCS* refers to the Comprehensive Resource Management and Credentialing System.
5. **DENR.** *DENR* refers to the Department of Environment & Natural Resources.
6. **DHS.** *DHS* refers to the Department of Homeland Security.
7. **DPS.** *DPS* refers to the South Dakota Department of Public Safety which is the state agency the SDOEM is a part of.
8. **Duty Officer.** *Duty Officer* refers to the rotational position within the SDOEM designed to serve as a single point of contact to government entities when state-level assistance is needed.
9. **Emergency Manager.** *Emergency Manager* refers to the position appointed by the executive officer or governing body of the county, and who shall have direct responsibility for the development and implementation of emergency and disaster plans, organization, administration, and operation of the local organization for emergency management.
10. **EMPG.** *EMPG* refers to the federal Emergency Management Performance Grant.
11. **EOC.** *EOC* refers to the Emergency Operations Center.
12. **FEMA.** *FEMA* refers to the Federal Emergency Management Agency.
13. **Grant Subaward Agreement.** The *Grant Subaward Agreement* is the signatory document that commits grant funds to the subrecipient and acknowledges subaward terms and conditions.
14. **IAP.** *IAP* refers to an Incident Action Plan created to help organize an incident.
15. **LEMPG.** *LEMPG* refers to the Local Emergency Management Performance Grant.
16. **LEMPG Terms & Conditions.** The *LEMPG Terms & Conditions* is the document that identifies the applicable Federal requirements subrecipients must comply with.
17. **LEMPG Work Plan.** The *LEMPG Work Plan* is the document that outlines the topic area reporting required to be completed during the LEMPG's performance period.
18. **Match.** *Match* refers to the 50% match provision required.
19. **NIMS.** *NIMS* refers to the National Incident Management System.
20. **Regional Coordinator.** *Regional Coordinator* refers to an SDOEM employee who serves as a liaison between SDOEM and the local jurisdictions.
21. **SDHAN.** *SDHAN* refers to the South Dakota Health Alert Network which is a web-based highly reliable, persistent messaging system.
22. **SDOEM.** *SDOEM* refers to the South Dakota Office of Emergency Management.
23. **State.** *State* refers to the State of South Dakota.
24. **Subaward.** *Subaward* refers to an award provided by a pass-through entity (SDOEM) to a subrecipient.
25. **Subrecipient.** *Subrecipient* refers to a non-Federal entity that receives a subaward from a pass-through entity (SDOEM).
26. **WebEOC.** *WebEOC* is a web-enabled crisis information management system developed for emergency management.

Section 2: Grant Subaward Process

A. Notice of EMPG Funding Opportunity

1. Each federal fiscal year (FFY) the SDOEM will present the initial LEMPG award documents to all jurisdictions in the form of a Local Emergency Management Performance Grant Subaward Agreement, LEMPG Terms & Conditions, and LEMPG Work Plan.

B. Submission of LEMPG by Jurisdiction

1. Each participating jurisdiction will sign the initial Grant Subaward Agreement and return it to their Regional Coordinator by mail prior to September 30th of each year.
Note: Electronic submissions of the initial Grant Subaward Agreement will not be accepted unless completed under SDCL 53-12.

C. Initial and Final Subaward Agreements

1. Once SDOEM receives the Grant Subaward Agreement with the jurisdiction's signature, the Director of SDOEM will sign the agreement and an executed copy will be returned to the jurisdiction.
2. Funding amounts are not available at the time the initial Grant Subaward Agreement is signed. This initial agreement formalizes participation in the LEMPG program and serves as an agreement to the LEMPG Terms & Conditions and LEMPG Work Plan.
3. When SDOEM is awarded its federal EMPG funding, SDOEM will send an amended Exhibit A with all details and estimated amounts to the Sub-Recipient.

Section 3: Reimbursement Process

A. Quarterly Reporting Requirements

1. All quarterly reimbursement claims must be submitted through WebEOC. Claims must include the following items to be processed. Sample paper forms can be found in the WebEOC File Library. For access to the WebEOC, please contact your Regional Coordinator.
 - a. LEMPG Form 85-21 (State and Local Management Expenses Claimed for Contributions)
 - i. All claims for reimbursement must be submitted through WebEOC on the 85-21 board.
 - ii. All claims the county pays for personnel wages and benefits identified on the 85-21 need to be supported by payroll registers, budget sheets, or other documents supporting the claims entered in the 85-21. Employee paid benefits such as additional insurance they pay for will not be reimbursed as that is not a county expense and should not be included on the 85-21 form. Supporting documentation must be uploaded to the 85-21 board in the WebEOC.
 - iii. All claims for approved training travel expenses must be submitted on the State Travel Expense Report form located in WebEOC and uploaded to the 85-21 board to substantiate the claim. All invoices supporting those claims must accompany the Travel Expense Report.
 - iv. All expenditures submitted on the 85-21 board will be used by the SDOEM to match Federal EMPG funds. Therefore, the county/district may not use any of these expenses as financial “match” for any other program or grant opportunities.
 - b. State Time Sheet
 - i. Emergency Management work hours, and non-emergency management work hours if applicable, must be recorded on the State Time Sheet (WebEOC File Library) and submitted by uploading the form to the 85-21 board. For example, a Deputy Sheriff that is also the Emergency Manager for a county would need to record their emergency management hours as EM work hours and their Deputy Sheriff hours as non-emergency management work hours.
 - ii. Hourly Emergency Management workers hours will only be reimbursed up to the percentage of time reported on their Personnel Action Form.
 - iii. Salaried Emergency Management workers hours must meet or exceed the minimum requirement on a quarterly basis listed under Appendix B of this manual.
 - iv. During a disaster response, hours worked by the emergency manager may be claimed through the LEMPG or under a Presidential Disaster declaration if received. However, the hours can only be claimed from one source. The jurisdiction cannot be reimbursed twice for the same hours. This is also the case for any other grant in which you could also be reimbursed for any of your salary, benefits and travel costs.
 - c. Quarterly Workplan Report
 - i. The Workplan Report will be uploaded to the Workplan board on a quarterly basis and in conjunction with the balance of the quarterly report. A hard copy of the Workplan can be found in the WebEOC File Library under County EM – LEMPG.

- ii. This Workplan board should be completed at least monthly and shall be submitted quarterly in the Workplan board in WebEOC, and include detailed descriptions of activities completed for each topic area.
 - d. Single Signature Sheet
 - i. The Single Signature Sheet replaces signatures on individual forms included in the quarterly report. This sheet must be signed by the county auditor, county emergency manager, and the county commission after review of the entire quarterly report. The Single Signature Sheet can be found in the WebEOC File Library under County EM – LEMPG and uploaded on the 85-21 board in WebEOC.
2. Quarterly reports will be submitted via WebEOC. Forms which require signatures must be scanned copies showing signature and uploaded. All supporting documentation must be uploaded into WebEOC.
 3. Quarterly reports must be submitted in WebEOC within thirty (30) days following the end of each quarter (January 30, April 30, July 30, and October 30).

B. Reimbursement Timeline

Subaward reimbursement will be made incrementally. Due to the timing SDOEM receives its federal funding, reimbursement will most likely be made in two disbursements.

1. Quarters 1 – 3 may be combined and paid within 30 days following the receipt of federal funding.
2. Quarter 4 will be paid within 30 days following receipt of the 4th Quarter report (Sept 30).
3. Reimbursement may be withheld if all requirements have not been met.
4. An email notification will be sent to the jurisdiction when a payment request has been submitted to the DPS finance office. Please allow, at minimum, 10-14 business days for the payment process to be completed.

C. Allowable Expenses

1. Each reimbursement request submitted to SDOEM will be analyzed to ensure compliance. Only actual and allowable expenses may be claimed. Claims not properly justified and documented will not be processed. Only county paid personnel expenses are eligible. Travel expenses may be eligible depending on remaining funds available after paying personnel costs. See Appendix A: Summary of Allowable Costs.
2. Only expenses **incurred** during the period of performance (see Local Emergency Management Performance Grant Sub-Recipient Agreement) are eligible for reimbursement.
3. If a county encounters an expense that was incurred prior to September 30th but does not process payment in time to include on the 4th Quarter 85-21 form, the county can submit a supplemental 85-21 prior to December 31st.

Section 4: Personnel Procedures

A. New Personnel

1. A Certification of Authorized Official form must be filed with SDOEM within 30 days for any new emergency manager hired. This form authorizes the employee to conduct emergency management business for the county. This form must be on file at SDOEM before expenses can be claimed. This form can be accessed through WebEOC.

B. Personnel Action Form

1. A Personnel Action Form must be completed every time an LEMPG-funded employee is hired, terminated, retired, receives a change in salary or a promotion, etc. and submitted to the SDOEM within 30 days. This form can be accessed through WebEOC.

Appendix A: Summary of Allowable Costs

Allowable costs under EMPG must represent necessary and essential state and local emergency management personnel and the county portion of any benefit expenses. These costs must comply with the CFR Cost Principles found in 2 CFR Part 200 Subpart E. General guidance is as follows. SDOEM has final authority regarding allowable costs.

A. Allowable Costs

1. Personnel Compensation and County Portion of Benefits

- a. **Full-Time Status.** Personnel can be funded as full-time employees if 100% of their job duties are dedicated to performing emergency management program elements required by the LEMPG.
- b. **Part-Time Status.** Part-time positions may be funded within an emergency management agency, even though the individual may hold a separate part-time position in another department or in the private sector, provided the duties of the other position do not conflict with or impair the emergency management functions assigned to the individual. Part-time positions will be funded at a percentage directly related to the time devoted to the LEMPG.
- c. **Employee Taxes:** The county portion of OASI (Old-Age and Survivors Insurance) which includes Social Security (6.2%) and Medicare (1.45%) and is calculated at 7.65% of the employee's gross salary.
- d. **Retirement Funds.** The share of any payment to a retirement fund must be in a prorated amount apportioned on the percentage of EM time. Employee paid supplemental retirement contributions are not eligible.
- e. **Benefits:** Other county paid benefits only, additional employee paid benefits that the county administers deductions for are not allowable. County paid Worker's Compensation fees are eligible.

2. Travel and Transportation

- a. **Travel for Training by emergency management office personnel.** Travel expenses incurred by emergency management office personnel including EOC staff to complete LEMPG Contract identified training. Expenses must be substantiated by vehicle mileage records, receipts for travel, lodging, vehicle operating expenses, and other appropriate documentation.

Appendix B: Schedule of Required Hours

Month	Work days each month	Hours per day	Hours Required based on Percentage of Time Worked													
			100%	95%	90%	85%	75%	70%	66%	60%	50%	49%	43%	40%	30%	25%
Oct-24	22	8	176	167	158	150	132	123	116	106	88	86	76	70	53	44
Nov-24	19	8	152	144	137	129	114	106	100	91	76	74	65	61	46	38
Dec-24	21	8	168	160	151	143	126	118	111	101	84	82	72	67	50	42
Totals			496	464	446	422	372	347	327	298	248	228	213	198	149	124
Jan-25	21	8	168	160	151	143	126	118	111	101	84	82	72	67	50	42
Feb-25	19	8	152	144	137	129	114	106	100	91	76	74	65	61	46	38
Mar-25	21	8	168	160	151	143	126	118	111	101	84	82	72	67	50	42
Totals			488	471	439	415	366	342	322	293	244	228	210	195	146	122
Apr-25	22	8	176	167	158	150	132	123	116	106	88	86	76	70	53	44
May-25	21	8	168	160	151	143	126	118	111	101	84	82	72	67	50	42
Jun-25	20	8	160	152	144	136	120	112	106	96	80	78	69	64	48	40
Totals			504	479	454	428	378	353	333	302	252	235	217	202	151	126
Jul-25	22	8	176	167	158	150	132	123	116	106	88	86	76	70	53	44
Aug-25	21	8	168	160	151	143	126	118	111	101	84	82	72	67	50	42
Sep-25	21	8	168	160	151	143	126	118	111	101	84	82	72	67	50	42
Totals			512	487	461	435	384	358	338	307	256	235	220	205	154	128
Annual Total			2000	1900	1800	1700	1500	1400	1320	1200	1000	926	860	800	600	500

The months of November and April have additional declared holidays at the option of your participating county or district.

The above figures represent actual working days and hours required. These do not include holidays, as they are not required working days. Declared holidays, such as the Friday following Thanksgiving may be deducted (on % scale) from that particular month, depending upon your county or district's requirements.

The above figures are based on a 40-hour week.

Holidays:

October – Native American Day
 November – Veterans Day and Thanksgiving Day
 December – Christmas Day
 January – New Year's Day and Martin Luther King Jr Day
 February – Presidents' Day
 May – Memorial Day
 June - Juneteenth
 July – Independence Day
 September – Labor Day

Optional Holidays:

November – Day after Thanksgiving
 March/April – Good Friday, Easter Monday

Appendix C: Schedule of Required Forms and Due Dates

<u>NAME OF FORM</u>	<u>WHAT TO SEND</u>	<u>WHEN TO SEND</u>
LEMPG Sub-Recipient Agreement	Scanned Copy to SDOEM Regional Coordinator, WebEOC	Yearly - By September 30 th
Personnel Action Form	Scanned Copy to SDOEM Regional Coordinator, WebEOC	For All Personnel Changes (Salary, % of time, etc.) Within 30 Days of Change
Acceptance of Merit System Standards	Scanned Copy to SDOEM Regional Coordinator, WebEOC	Upon Entry or Re-Entry to LEMPG Program
Certificate of Authorized Official	Scanned Copy to SDOEM Regional Coordinator, WebEOC	Upon Appointment of New Emergency Manager
Quarterly Activity Report	Entered and uploaded into WebEOC	Quarterly - By January 30, April 30, July 30, and October 30

For a complete listing of on-line forms and WebEOC boards go to:
<https://webeoc.sd.gov> (WebEOC File Library/County EM-LEMPG)

Appendix D: Additional LEMPG Sub-Recipient Agreement Guidance

The following is additional information and guidance on the General Requirements found in Section 25 of the LEMPG Contract of the Local Emergency Management Performance Grant. All LEMPG reimbursed emergency management worker positions must participate, take part in, and complete all items listed in this section.

1. NIMS Spreadsheet

- A. The NIMS Report is located in the File Library in WebEOC under County EM-Forms.
- B. The NIMS Spreadsheet Template is located in the File Library in WebEOC under County EM-Templates. To view last year's submission, please contact your Regional Coordinator.
- C. If you have further questions regarding the NIMS Spreadsheet and reporting, please direct them to your Regional Coordinator.

2. Planning

- A. The Local Emergency Operations Plan Template is located in the File Library in WebEOC under County EM-Templates.
- B. If you have further questions regarding Planning, please direct them to SDOEM Planning Staff at (605) 773-3231 or your Regional Coordinator.

3. Comprehensive Resource Management and Credentialing System (CRMCS)

- A. Information regarding the State of South Dakota's Comprehensive Resource Management and Credentialing System (CRMCS) can be found at:
<http://southdakota.responders.us/>
 1. Additional information on maintenance of the system and how-to documents can be located in WebEOC in the File Library listed under Credentialing Documents.
 2. To enter or change resources for your jurisdiction, select Salamander Live under Applications. You will need a username and password in order to access this part of the system.
 3. For further information and guidance regarding the CRMCS program, please direct questions to the SDOEM CRMCS staff at (605) 773-3231 or contact your Regional Coordinator.

4. Preliminary Damage Assessment

- A. SD OEM provides access to Crisis Track software to utilize when collecting damage information. Training workshops for the software are offered during the year. Submission of PDA documentation for all counties and all entities within counties will be required through use of the Crisis Track software beginning in calendar year 2025.

5. Training

- A. New county emergency management staff: If you are a new county emergency management staff member (this Federal Fiscal Year (FFY) will be your first full year

as an emergency management staff member), the following classes must be completed by the end of the FFY (note that IS classes can be taken online):

1. Complete the following Incident Command System courses:
 - a. IS-100, IS-200, ICS-300, IS-700, and IS-800. (To be completed within 12 months of hire.)
 - b. Complete Incident Command System courses ICS-400. (To be completed within 24 months of hire.)
 2. Complete the EM 101 & EM 102 course. (To be completed within 12 months of hire.)
- B. The following courses are required. within 2 years of hire. (Note that IS classes can be completed online.)
1. Complete the FEMA Professional Development Series (PDS) or the National Emergency Management Basic Academy and upload a copy of your Emergency Management Institute (EMI) certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
 2. Complete the EM 103 course. (To be completed within 24 months of hire.)
 3. Complete the Homeland Security Exercise and Evaluation Program (HSEEP) course and upload documentation of completion in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
- C. The following courses are required within 6 years of hire. (Note that IS classes can be completed online.)
1. Complete the FEMA Advanced Professional Series (APS) and upload a copy of your EMI certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 6 years of hire.)
- D. The SDOEM training calendar can be found at: <https://sdoem.eventsmart.com/> . At this site, you can find where and when courses are scheduled and get additional information concerning the SDOE Training Program.
- E. A description of the Professional Development Series can be found at: <http://training.fema.gov/is/searchis.aspx?search=PDS>.
- F. A description of the Advanced Professional Series can be found at: <https://training.fema.gov/programs/aps/>.
- G. For further information and guidance regarding Training, please direct questions to the SDOEM Training staff at (605) 773-3231 or your Regional Coordinator.

6. Exercises, Evaluations, and Corrective Actions

- A. **OEM Exercise Policy.** A fundamental responsibility of an emergency manager is to establish a program which will effectively provide for the protection of the lives and property of the public. This goal is attained through a variety of means, including, but not limited to, regular exercising of emergency operations plans and procedures.
1. In conducting exercises in South Dakota, we utilize the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP is a capabilities and performance-based exercise program that provides a standard methodology and terminology for exercise design, development, conduct, evaluation, and improvement planning. HSEEP constitutes a national standard for all exercises.
 2. There are seven types of exercises defined within HSEEP, each of which is either discussions-based or operations-based.

- i. Discussions-based exercises familiarize participants with current plans, policies, agreements, and procedures. These types of exercises may be used to develop new plans, policies, agreements, and procedures.
 - a. Seminar. An informal discussion designed to orient participants to new or updated plans, policies, or procedures.
 - b. Workshop. Resembles a seminar but is employed to build specific products such as a draft plan or policy.
 - c. Tabletop Exercise. Involves key personnel discussing simulated scenarios in an informal setting and can be used to assess plans, policies, and procedures.
 - d. Games. A simulation of operations that often involves two or more teams, usually in a competitive environment using rules, dates, and procedures designed to depict an actual or assumed real-life situation.
- ii. Operations-based exercises validate plans, policies, agreements, and procedures, clarify roles and responsibilities, and identify resource gaps.
 - a. Drill. A coordinated, supervised activity usually employed to test a single specific operation or function.
 - b. Functional Exercise (FE). Examines and/or validates the coordination, command, and control between various multi-agency coordination centers. A Functional Exercise does not involve “boots on the ground” response.
 - c. Full-Scale Exercise (FSE). A multi-agency, multi-jurisdictional, multi-discipline exercise involving functional and “boots on the ground” response.

3. Counties participating in the Local Emergency Management Performance Grant (LEMPG) as it relates to the Exercise Program are required to conduct or participate in one drill per quarter and conduct one exercise per year.

B. Communications Drills. The State Exercise Coordinator schedules two communications drills per quarter to fulfill the LEMPG drill requirement. All County LEMPG funded staff must complete the communications drill participation survey distributed by the State Exercise Coordinator within **one (1) week** of the date of the drill to receive credit for participation. If a county misses a required drill, a make-up drill must be completed within the next quarter. In lieu of participating in a state drill, a county may choose to conduct its own drill. IE: Radio drill, telephone call tree test, etc. A Situation Manual (SitMan) and an After-Action Report-Improvement Plan must be submitted for the communications drill credit.

1. Communications Drill Schedule

Quarterly Drill Schedule			
Qtr.	Month	Drill	Date
1st Qtr.	October	SDHan	2nd Thursday
	November	Radio	1st Wednesday
	December	Open	
2nd Qtr.	January	WebEOC	To Be Announced
	February	Radio	1st Wednesday
	March	Open	
3rd Qtr.	April	SDHan	2nd Thursday
	May	Radio	1st Wednesday
	June	Open	
4th Qtr.	July	WebEOC	To Be Announced
	August	Radio	1st Wednesday
	September	Open	

Drill schedule is subject to change

- C. **Exercise.** A county can choose whether the exercise is a natural, man-made, or technological event. When conducting the exercise, two of the core capabilities being tested must be Operational Communications and Operational Coordination. The third and subsequent core capabilities must be based on the Core Capabilities identified under the chosen hazard.
- D. **Regional, Joint, and EOC Exercises.** A Regional Exercise is defined as an exercise where more than two county jurisdictions participate in the same exercise. Each jurisdiction is required to have at least three agencies, with each agency providing two or more personnel, from their jurisdiction be active participants in the exercise. A Joint Exercise is one where two county jurisdictions participate in the same exercise. The same requirement of three agencies and personnel also applies to Joint Exercises. A jurisdiction may only claim participation in a Regional Exercise once every three years for exercise credit while there are no restrictions on Joint Exercises. If the exercise is an Emergency Operations Center (EOC) exercise, it must be staffed with personnel assigned to Management, Logistics, Finance, Planning, and Public Affairs.
- E. **Real-world Events.** If a county experiences a real-world event during the current LEMPG year, a county may request permission from the State Exercise Coordinator to use the real-world event in lieu of their required annual exercise requirement. The following criteria must be met for a real-world event to be considered.
1. The county's Emergency Operations Center (EOC) must have been operational for at least one (1) operational period.
 2. The following five (5) EOC functions must have been staffed:
 - i. EOC Management
 - ii. EOC Logistics
 - iii. EOC Finance
 - iv. EOC Planning
 - v. EOC Public Affairs (Public Information Officer (PIO))
 3. An Incident Action Plan(s) (IAP's) must be submitted for one (1) operational period of the event to the State Exercise Coordinator.
- F. **Exercise Documentation Required.** To receive credit for the required annual exercise, each county must fill out and upload the below listed forms to the county's Exercise Reporting board in WebEOC:
1. Discussions and Operations-Based Exercises

- i. Exercise Notification – At least **45 days** prior to exercise.
 - ii. Exercise Plan (EXPLAN) – At least **30 days** prior to exercise.
 - iii. Master Scenario Events List (MSEL) – Within **90 days** post exercise.
 - iv. After Action Report-Improvement Plan (**each participating county is required to submit if exercise is done as a multi-county exercise and must address items specific to that county**) – Within **90 days** post exercise.
 - v. Exercise sign-in roster/ CRMCS participation summary – Within **90 days** post exercise.
2. Real-World Event (Once authorization has been received)
- i. Incident Action Plan(s) (IAP's) for one (1) operational period with the five (5) EOC functions staffed – Within **90 days** post event.
 - ii. An After-Action Report-Improvement Plan that specifically addresses Operational Coordination, Operational Communications, and one additional core capability – Within **90 days** post event.
 - iii. Event sign-in roster/CRMCS participation summary – Within **90 days** post IAP date or **90 days** post event, whichever is sooner.
3. **All exercise documentation must be entered and uploaded via the county's Exercise Reporting board in WebEOC. Failure to submit all documents outlined in this policy will result in the jurisdiction not receiving credit for the FSE LEMPG requirement.**
- G. **Additional Exercise Information.** The State Exercise Coordinator is available to travel to the counties. This time may be used for visits with local emergency managers for training on Homeland Security Exercise and Evaluation Program (HSEEP), training on required documents for exercises, and if requested, to assist with evaluating exercises, and to observe exercises.
- 1. The Emergency Management Institute (EMI) conducts Virtual Tabletop Exercises (VTTX) via a video teleconference platform (Digital Dakota Network [DDN] in South Dakota). A VTTX event allows for 10-15 sites across the nation to participate in each offering. The State Exercise Coordinator works with other State agencies and the public and private sector to coordinate and facilitate the VTTX. South Dakota's DDN video portion is a statewide interactive video communications system.
- 7. Crisis Communication and Public Education and Information**
- A. For further information and guidance regarding this requirement, please direct questions to your Regional Coordinator, SDOEM Preparedness Branch staff at (605) 773-3231, or the SDOEM Public Information staff.
 - B. The SDOEM Preparedness Branch can assist local jurisdictions with outreach and awareness activities. For more information, please contact the SDOEM Preparedness Branch staff at (605) 773-3231.

DEFINITIONS

Definitions

For the purpose of this Ordinance, unless otherwise stated, words used in the present tense include the future; the singular number includes the plural and the plural the singular; the word shall means mandatory, not discretionary; the word may is permissive; the word person includes a firm, association, organization, partnership, trust, company or corporation, as well as, an individual; the word lot includes the word plat or parcel; and the words used or occupied include the words intended, designed, or arranged to be used or occupied.

Terms

For the purpose of this Ordinance, certain terms or words used herein shall be interpreted as follows: **(Amended June 21, 2022)**

Abandoned Sign/Billboard - a sign or sign structure that is blank, obliterated or displays obsolete advertising material for a period in excess of twelve continuous months. The twelve-month period for determining if a sign is abandoned commences upon notification of violation to the offender.

Abut - Having a common border with, or being separated from such a common border by a right-of-way, alley, or easement.

Accessory Agricultural Structure - A structure customarily incidental and necessary to farming and the raising of animals including barns and other animal shelters, corrals and fences, silos and storage sheds for machinery and crops.

Accessory Building - A subordinate building, the use of which is purely incidental to the main building. It shall be unlawful for any person, firm, or corporation in the following Yankton County Zoning Districts: Low Density Rural Residential (R1), Moderate Density Rural Residential (R2), High Density Rural Residential (R3), Manufactured Home Park (MHP), Lakeside Commercial (LC), Rural Transitional (RT), Planned Unit Development (PUD) to use any van body, truck body, semi-trailer, rail car, "shipping crate", and/or any vehicle no longer used for its manufactured purpose as a storage shed, storage building, warehouse, or as living quarters. It shall be unlawful to use manufactured homes for any use other than residential living quarters in all Yankton County Zoning Districts. However, this shall not prevent the lawful parking of vehicles properly licensed, insured, and in regular use for their intended purpose to include 'RVs' and camping trailers. **(Amended May 19, 2020)**

Accessory Use or Structure - A use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure. It shall be unlawful for any person, firm, or corporation in the following Yankton County Zoning Districts: Low Density Rural Residential (R1), Moderate Density Rural Residential (R2), High Density Rural Residential (R3),

Manufactured Home Park (MHP), Lakeside Commercial (LC), Rural Transitional (RT), Planned Unit Development (PUD) to use any van body, truck body, semi-trailer, rail car, “shipping crate”, and/or any vehicle no longer used for its manufactured purpose as a storage shed, storage building, warehouse, or as living quarters. It shall be unlawful to use manufactured homes for any use other than residential living quarters in all Yankton County Zoning Districts. However, this shall not prevent the lawful parking of vehicles properly licensed, insured, and in regular use for their intended purpose to include ‘RVs’ and camping trailers.

Actual Construction - Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner. Where excavation or demolition or removal of an existing building has been substantially commenced, preparatory to building, such excavation or demolition or removal shall be deemed to be actual construction, provided that work shall be carried on diligently.

Addition - Any construction that increases the size of a building such as a porch, attached garage or carport, or a new room.

Administrative Review - A process brought forth by the Zoning Administrator to clarify a provision of the Zoning Ordinance. A review may include policy interpretation or procedural questions but shall not include the appeals process as detailed herein.

Adult Entertainment - Any premises or part thereof in which a principal feature or characteristic is the nudity or partial nudity of any person; to include a place or part thereof where, in pursuance of a trade, calling, business or occupation, goods or services appealing to or designed to appeal to erotic or sexual appetites or inclinations.

Advertising Sign - An advertising sign, billboard, or poster panel which directs attention to a business, commodity, service, or entertainment not exclusively related to the premises where such advertising sign is located or to which it is affixed, but does not include those business signs which direct attention to the business on the premises to a brand name of a product or commodity with which the business is specifically identified and which is sold on the premises.

Agriculture - The planting, cultivating, harvesting and storage of grains, hay or plants, fruits, or vineyards along with the raising and feeding of livestock and/or poultry shall be considered an agricultural use. Grain elevators or Agricultural Product Processing Facilities shall not be considered an agricultural use if such use constitutes the main or principal use on a lot or parcel.

Agribusiness - A business which directly supports the agricultural industry, such as suppliers of feed, seed, chemicals, fertilizer, farm equipment, and equipment parts, farm equipment repair services, veterinary services, drain tile installers, and commercial grain elevators. **(Amended August 19, 2021)**

Agriculture Product Processing Facility - A business activity customarily designed to process raw agricultural products into value added products. Agricultural processing facilities include, but are not limited to; feed mills, ethanol plants, soybean processing facilities, cheese plants, milk processors, packing plants and rendering facilities.

Agrivoltaics - The use of land for both agriculture (crop production, livestock grazing and pollinator habitat) and solar photovoltaic energy generation. This is located underneath solar panels and/or between rows of solar panels. **(Amended December 19, 2023)**

Aggrieved Person - A person aggrieved is any person directly interested in the outcome of and aggrieved by a decision or action or failure to act regarding a zoning decision thus: **(Amended August 19, 2021)**

1. Establishes that the person suffered an injury, an invasion of a legally protected interest that is both concrete and particularized, and actual or imminent, not conjectural or hypothetical;
2. Shows that a causal connection exists between the person's injury and the conduct of which the person complains. The causal connection is satisfied if the injury is fairly traceable to the challenged action, and not the result of the independent action of any third party not before the court; (3) Shows it is likely, and not merely speculative, that the injury will be redressed by a favorable decision, and; (4) Shows that the injury is unique or different from those injuries suffered by the public in general.

Alley - A way which affords only a secondary means of access to abutting property.

Amendment - A change in the wording or substance of this ordinance or a change in the boundaries or classifications upon the Official Zoning Map.

Amusement Park - A facility, primarily outdoors, that may include structures and buildings, where there are various devices for entertainment including rides, booths for the conduct of games or sale of items, buildings for shows and entertainment and restaurants and souvenir sales.

Animal Feeding Operation - An animal feeding operation is a lot or facility where 200 or greater animal units, excluding aquaculture, are confined, stabled, fed, or maintained in either an open or housed lot for a total of 45 days or more in any 12-month period. The open lot does not sustain crops, vegetation, forage growth, or post-harvest residues in the normal growing season. Two or more facilities under common ownership are a single animal operation if they adjoin each other (within one mile), or if they use a common area or system for the disposal of manure. **(Amended August 19, 2021)**

For the purposes of these regulations, Animal Feeding Operations are divided into the following classes:

Class	Animal Units
Class A	<u>500 - 10,000</u>
Class B	<u>200 – 499</u>

Animal Feeding Operation or CAFO, New - An animal feeding operation or CAFO, (see definitions), constructed after the effective date of this ordinance or any subsequent amendment

of applicable Articles or Sections. Operations in existence upon adoption or prior to future amendments may be considered a new operation if the facility is expanded to facilitate an increase of more than three hundred (300) animal units. Any new construction relating to an expansion must comply with the applicable performance standards. The Planning Commission and Board of Adjustment shall have the authority to decrease or waive any standard deemed contradictory to the intent of the zoning ordinance upon review and in accordance with the conditional use and variance process described herein. **(Amended May 19, 2020)**

Animal Units - A unit of measure for livestock equated as follows; one head is equivalent to animal units: **(Amended August 19, 2021)**

Cow, feeder, or slaughter beef animal, including cow/calf pairs	1.0 A.U.
Horse	2.0 A.U.
Mature dairy cattle, excluding dairy calves under 300 pounds	1.4 A.U.
Farrow-to-finish sows	3.7 A.U.
Swine in a production unit	0.47 A.U.
Nursery swine less than 55 pounds	0.1 A.U.
Finisher swine over 55 pounds	0.4 A.U.
Sheep or lambs, goats	0.1 A.U.
Laying hens or broilers	0.033 A.U.
Ducks and/or geese	0.2 A.U.
Turkeys	0.018 A.U.

Animal Waste Facility - A structure designed and constructed to store and/or process animal waste. Animal waste facilities include but are not limited to holding basins, lagoons, pits and slurry stores.

Apartment - A portion of a multiple dwelling used as a separate housing unit and having cooking facilities and a private bath.

Applicant - For purposes of this Ordinance a person shall be deemed to be an applicant if they are the owner of the proposed facility; an officer or director of the owner thereof; or an owner of any interest, direct or indirect, in any company, except a publicly traded company, which is the owner of the proposed development.

Aquaculture - Land devoted to the hatching, raising and breeding of fish or other aquatic plants or animals for sale or personal use.

Arcade - A place of business where an individual, association, partnership or corporation maintains four or more amusement devices for public use.

Auction Barn - Any premises used predominantly as a livestock auction facility and may include the auction of agriculturally related items on an incidental or accessory basis only. The term may also include a building or structure or lands used for the storage of goods and materials which are

to be sold on the premises by public auction, and for the sale of the said goods and materials by public auction and on an occasional basis.

Auction Yard - Any premises used predominantly as an auction pavilion or any area dedicated to consignment auctions or similar activities. A yard may include structures, open, and fenced display areas.

Automobile-Machinery Service Station - Building and premises where motor fuel, oil, grease, batteries, tires, and vehicle accessories may be supplied and dispensed at retail, and where, in addition, customary repair services may be rendered.

Automobile Wrecking Yard - Any premises on which two or more self-propelled vehicles not in running order or operating condition are stored in the open. See also Junkyard and Salvage Yard.

Back-To-Back Sign - An off-site or on-site sign consisting of two sign facings oriented in the opposite direction with not more than one face per side.

Bar - A building or part thereof where, in consideration of payment therefore, liquor, beer, or wine or any combination thereof are served for consumption on the premises, with or without food.

Basement - A portion of a building with the floor located below the mean grade level. For the purpose of this ordinance, any such basement with more than four (4) feet above grade level shall be counted as a story. No dwelling unit shall be situated in a basement having less than four (4) feet above grade level.

Bed and Breakfast - A dwelling occupied by a family and used incidentally to provide accommodation and meals to guests for remuneration, but shall not include a boarding house, residential care facility, hotel, motel, or other similar uses.

Billboard - See Sign, Off-Site.

Board of Adjustment - The Yankton County Commission shall serve as the Board of Adjustment.

Bona fide practitioner-patient relationship” means - **(Amended November 4, 2021)**

- a. A practitioner and patient have a treatment or consulting relationship, during course of which the practitioner has completed an assessment of the patient’s medical history and current medical condition, including an appropriate in-person physical examination;
- b. The practitioner has consulted with the patient with respect to the patient’s debilitating medical condition; and
- c. The practitioner is available to or offers to provide follow-up care and treatment to the patient, including patient examinations;

Buildable Area - The portions of a lot remaining after required yards have been provided.

Building - The word "building" includes the word structure and is a structure that is entirely separate from any other structure by space or by walls in which there is no communicating doors or windows or similar openings. A principal building including covered porches and paved patios, is a building in which is conducted the principal use of the lot on which it is situated. In any residential district, any dwelling shall be deemed to be the principal building on the lot on which the same is situated.

Building Line, Front - A line parallel to the street, or right-of-way intersecting the foremost point of the building, excluding uncovered steps.

Building Permit - A type of authorization that must be granted by a government or other regulatory body before the construction of a new or expansion of existing building can legally occur. **(Amended August 19, 2021)**

Building Setback Lines - A line parallel or approximately parallel to the lot lines at a specified distance therefrom, marking the minimum distance from the lot line that the building may be erected.

Building Site - A lot or parcel, or portion thereof, whether a lot of record or described by metes and bounds, used or intended to be used as the location of a building for housing one or two families.

Building, Alterations of - Any change or rearrangement of the supporting members (such as bearing walls, beams, columns, or girders) of a building, an addition to a building, or movement of a building from one location to another. See Structural Alterations.

Building, Height of - The vertical distance measured from the average grade of the building level of the highest and lowest elevations of the site covered by the building to the top of the roof or parapet of the highest story.

Building, Principal - A building in which is conducted the main use of the lot on which said building is located.

Bus Depot - A building or premises where commercial motor vehicles pick up and discharge fare-paying, passengers. Accessory uses may include ticket offices, luggage checking facilities and similar uses.

Business Sign - A sign which directs attention to a business or profession conducted or to a commodity, service, or entertainment sold or offered upon the premises on which such sign is located or to which it is affixed. See also on-site and off-site signs.

Camper - See Travel Trailer.

Campground - Any premises where two (2) or more camping units are parked or placed for camping purposes, or any premises used or set apart for supplying to the public camping space for two (2) or more camping units for camping purposes, which include any buildings, structures, vehicles or enclosures, uses or intended for use or intended wholly, or in part, for the accommodation of transient campers.

Camping Unit - Any vehicle, tent, trailer or portable shelter used for camping purposes.

Cannabis (or Marijuana) - all parts of any plant of the genus cannabis, whether growing or not; the seeds thereof; and every compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds. The term does not include fiber produced from the mature stalks of the plant, or oil or cake made from the seeds of the plant, or the resin when extracted from any part of the plant or cannabidiol in a drug product approved by the United States Food and Drug Administration. The term does not include the plant Cannabis sativa L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis. **(Amended October 21, 2021)**

Cannabis, Allowable amount - **(Amended November 4, 2021)**

- a. Three ounces of cannabis or less;
- b. A quantity of cannabis products with an equivalent cannabis weight as established by rules promulgated by the department under § 34-20G-72;
- d. If the cardholder has a registry identification card allowing cultivation, three cannabis plants minimum or as prescribed by physician; and
- e. If the cardholder has a registry identification card allowing cultivation, the amount of cannabis and cannabis products that were produced from the cardholder's allowable plants, if the cannabis and cannabis products are possessed at the same property where the plants were cultivated;

Cannabis Cultivation Facility - a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment. **(Amended October 21, 2021)**

Cannabis Dispensary - a legally licensed entity that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.
(Amended October 21, 2021)

Cannabis Establishment - a cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary. **(Amended October 21, 2021)**

Cannabis Establishment, Non-licensed - an entity which would otherwise meet the definition of a cannabis establishment but which is not legally licensed. **(Amended October 21, 2021)**

Cannabis product - any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof, and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils and tinctures. **(Amended November 4, 2021)**

Cannabis Product Manufacturing Facility - a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary. **(Amended October 21, 2021)**

Cannabis Testing Facility - a legally licensed entity legally authorized to analyze the safety and potency of cannabis. **(Amended October 21, 2021)**

Cardholder - a qualifying patient or a designated caregiver who has been issued and possesses a valid registry identification card **(Amended November 4, 2021)**

Car Wash - An establishment having facilities for washing motor vehicles by production line methods which may include a conveyor system or similar mechanical devices. This definition may also include a self-service operation.

Casino - A room or rooms in which legal gaming is conducted.

Cellar - A portion of a building between two floor levels which is partly or wholly underground and which has more than one-half (½) of its height, from finished floor to finished ceiling or to the underside of the floor joists of the story next above, as the case may be, below the average finished grade level adjacent the exterior walls of the building.

Cemetery - Land that is set apart or used as a place for the interment of the dead or in which human bodies have been buried. "Cemetery" may include a structure for the purpose of the cremation of human remains and may include facilities for storing ashes of human remains that have been cremated or the interment of the dead in sealed crypts or compartments.

Church - A building wherein persons regularly assemble for religious worship, and which is maintained and controlled by a religious body organized to sustain public worship.

Clinic - A building or part of a building used solely for the purpose of consultation, diagnosis and treatment of patients by one or more legally qualified physicians, dentists, optometrists, podiatrists, chiropractors, or drugless practitioners, together with their qualified assistants, and without limiting the generality of the foregoing, the building may include administrative offices, waiting rooms, treatment rooms, laboratories, pharmacies and dispensaries directly associate with the clinic, but shall not include accommodation for in-patient care or operating rooms for major surgery.

Club - A building owned, leased, or hired by a non-profit association of persons the use of which is generally restricted to due-paying members and their guests. Such club may periodically be

rented, or leased, to non-members for gathering such as weddings, anniversaries, and dances, but no portion of the building shall continuously be used for business purposes.

Common Wall - A wall common to but dividing contiguous buildings; such a wall contains no openings and extends from its footing below the finished ground grade to the height of the exterior surface of the roof **(Amended October 18, 2022)**

Company - For purposes of this ordinance the term, “company” includes, but is not limited to, any corporation, partnership, limited liability company, limited liability partnership, limited partnership, business trust and any other business entity.

Comprehensive Plan - Any legally adopted part or element of the Yankton County Comprehensive Plan.

Commissioners - the Yankton County Board of County Commissioners **(Amended November 4, 2021)**

Concentrated Animal Feeding Operation (CAFO) - An animal feeding operation that is previously defined meets one or more of the following criteria: **(Amended August 19, 2021)**

1. Contains at least 500 animal units
2. Utilizes a Liquid Manure System (see definitions)
3. Utilizes environmentally controlled housing where the animals are contained in a thermostatically controlled environment
4. Discharges pollutants into waters of the state through man-made ditch, flushing system, or other similar man-made device
5. Discharges pollutants directly into waters of the state which originate outside of and pass over, across, or through the facility or otherwise come into direct contact with the animals confined in operation

Concentrated Animal Feeding Operation (CAFO) Existing - Concentrated animal feeding operations in existence prior to the effective date of this ordinance or any subsequent amendment of applicable Articles or Sections. **(Amended August 19, 2021)**

Concentrating Solar thermal Device - CST technologies use mirrors to reflect and concentrate sunlight onto a receiver. The energy from the concentrated sunlight heats a high temperature fluid in the receiver. **(Amended December 19, 2023)**

Conditional Use - A conditional use is a use that would not be appropriate, generally or without restriction, throughout the zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would promote the public health, safety, welfare, morals, order, convenience, appearance, prosperity or general welfare. Such uses may be permitted in such zoning district as conditional uses, if specific provision for such conditional use is made in this Ordinance.

Congregate Housing - Housing units that provide a semi-independent living environment, which offers residential accommodations, central dining facilities (where at least one (1) meal a day is provided seven (7) days a week), related facilities, and supporting staff and services to persons of at least sixty-two (62) years of age or with disabilities.

Construction Services - A yard, structure, or combination thereof of any general contractor or builder where equipment and materials are stored or where a contractor performs shop or assembly work but does not include any other yard or establishment otherwise defined or classified herein.

Contiguous - Next to, abutting, or touching and having a boundary, or portion thereof, which is adjoining.

Contractor - The person who contracts with an individual or developer to construct a building on a parcel of land prepared by a developer.

Convenience Store - A retail store in which articles for sale are restricted to gasoline sales and a limited range of food items such as milk, bread, soft drinks, ice cream, canned and bottled goods, snacks and candy. Retail sales may also include the limited sale of magazines, books, house wares, toiletries, bait, alcoholic beverages and tobacco.

Court - Any open space, unobstructed from ground to sky, other than a yard, that is on the same lot with and bounded on two or more sides by the walls of a building.

Covenant - An agreement, convention, or promise of two or more parties, by deed in writing, signed and delivered, by which either of the parties pledges himself to the other that something is either done, or shall be done, or shall not be done. The term is currently used primarily with respect to promises in conveyance or other instruments relating to real estate.

Cul-de-sac - A local right-of-way with only one outlet that terminates in a vehicular turnaround and having an appropriate terminal for the safe and convenient reversal of traffic turnaround.

Cultivation facility - an entity registered with the department pursuant to this chapter that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a medical cannabis establishment. **(Amended November 4, 2021)**

Day Care - The providing of care and supervision of children or adults as a supplement to regular parental or home care, without transfer of legal custody or placement for adoption, with or without compensation, on a regular basis for a part of a day.

Day Care Center - Any type of group day care programs including nurseries for children of working parents, nursery schools for children under minimum age for education in public schools, parent cooperative nursery schools, playgroups for pre-school children, programs covering after-school care for school children provided such establishment is licensed by the State and conducted in accordance with State requirements.

Day Care, Family - The provision of regular care and supervision of no more than twelve (12) children including the provider's own children who are under the age of six (6) years for part of a twenty-four (24) hour period as a supplement to regular parental care.

Day Care, Group Family Home - The provision of regular care and supervision of thirteen (13) to twenty (20) children either in the provider's home or in a facility outside the provider's home for part of a twenty-four (24) hour period as a supplement to regular parental care.

Debilitating medical condition - **(Amended November 4, 2021)**

- a. chronic or debilitating disease or medical condition or its treatment that produces one or more of the following: cachexia or wasting syndrome; severe, debilitating pain; severe nausea; seizures; or severe and persistent muscle spasms, including those characteristic of multiple sclerosis; or
- b. Any other medical condition or its treatment added by the department, as provided for in SDCL 34-20G-26;

Deck - A structure abutting a dwelling with no roof or walls except for visual partitions and railings that is constructed on piers or a foundation above-grade for use as an outdoor living area.

Department - the Department of Health **(Amended November 4, 2021)**

Designated caregiver - a person who: **(Amended November 4, 2021)**

- a. Is at least twenty-one (21) years of age;
- b. Has agreed to assist with a qualifying patient's medical use of cannabis;
- c. Has not been convicted of a disqualifying felony offense; and
- d. Assists no more than five (5) qualifying patients with the medical use of cannabis, unless the designated caregivers' qualifying patients each reside in or are admitted to a health care facility or residential care facility where the designated caregiver is employed

Developer - The owner of the property being platted or replatted or the person designated by the owner as being responsible for the development of the property. The terms "subdivider" and "developer" are synonymous and used interchangeably, and shall include any person, partnership, firm, association, corporation and/or any officer, agent, employee and trustee thereof who does or participates in the doing of any act toward the subdivision of land within the intent, scope and purview of this Ordinance. The developer shall also be defined as the builder or contractor if they are responsible for the construction of buildings and/or structures or permanent improvements.

Directional Sign - A sign erected for the convenience of the public, such as directing traffic movement, parking or identifying restrooms, public telephones, walkways and other similar features or facilities and bearing no advertising in the message.

Disqualifying felony offense - a violent crime that was classified as a felony in the jurisdiction

where the person was convicted. **(Amended November 4, 2021)**

Domesticated Large Animals - Any animal that through long association with man, has been bred to a degree which has resulted in genetic changes affecting the temperament, color, conformation or other attributes of the species to an extent that makes it unique and different from wild individuals of its kind. For the purpose of this ordinance the definition shall include, but is not limited to, animals commonly raised on farms and ranches, such as cattle, horses, hogs, sheep, and mules.

Dormitory - A building or part of a building operated by an institution and containing a room or rooms forming one or more habitable units which are used or intended to be used by residents of the institution for living and sleeping, but not for cooking or eating purposes.

Double Faced Sign - An off-site or on-site sign with two adjacent faces oriented in the same direction and not more than 10-feet apart at the nearest point between the two faces.

Drive-in Restaurant or Refreshment Stand - Any place or premises used for sale, dispensing, or serving of food, refreshments, or beverages in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshments, or beverages on the premises.

Due Diligence - Such a measure of prudence, activity, or assiduity, as is properly to be expected from, and ordinarily exercised by, a reasonable and prudent man under the particular circumstances; not measured by any absolute standard, but depending on the relevant facts of the special case.

Dwelling - A building or portion of a building designed for residential purposes, including one and two family dwellings, but not including hotels, motels or lodging houses.

Dwelling Unit - A room or suite of rooms designed for and occupied by one family and having not more than one kitchen facility.

Dwelling, Efficiency Unit - A dwelling unit having only one room exclusive of bathroom, kitchen, laundry, pantry, foyer, communicating corridor, closets, or any dining alcove. An efficiency unit shall be permitted in a multi-family dwelling.

Dwelling, Multiple Family - A residential building designed for, or occupied by, three (3) or more families, with the number of families in residence not exceeding the number of dwelling units provided.

Dwelling, Single Family - A detached residential dwelling unit other than a manufactured home designed for or occupied by one (1) family only.

Dwelling, Two Family - A building containing two dwelling units designed exclusively for occupancy by two families living independently of each other.

Easement - Authorization by a property owner for the use by another, and for a specified purpose, of any designated part of their property. For the purposes of this Ordinance the term shall primarily be used to describe utility access.

Edible cannabis products - any product that: **(Amended November 4, 2021)**

- a. Contains or is infused with cannabis or an extract thereof;
- b. Is intended for human consumption by oral ingestion; and
- c. Is presented in the form of foodstuffs, beverages, extracts, oils, tinctures, or other similar products;

Employee(s) - In regard to off right-of-way parking requirements, all who work in the enterprise, including owners.

Enclosed, locked facility - any closet, room, greenhouse, building, or other enclosed area that is equipped with locks or other security devices that permit access only by a cardholder or a person allowed to cultivate the plants. Two or more cardholders who reside in the same dwelling may share one enclosed, locked facility for cultivation. **(Amended November 4, 2021)**

Exhibition Areas - A building, group of buildings, or place where art, objects, articles, or livestock or agricultural projects are placed on display for the public.

Extraterritorial Zoning Jurisdiction - The area illustrated within the Official Zoning Map of Yankton County as described per Article 1 Section 103 Jurisdiction. **(Amended December 19, 2023)**

Facility - A building, piece of land or any combination thereof owned and operated by the same owner and dedicated to a specific use or uses. The term shall include those operations where indoor and outdoor activities may be conducted in concert and are integral or compliment the operation as a whole. An example may be an automobile dealership with office spaces, a small indoor display area, separate maintenance facility, and an outdoor display area.

Fairground - An agricultural fairground where farm produce is on display for judging and for sale, and livestock shows, horseracing and other sports events are held and on occasion for auctions, flea markets and concession stands.

Family - Any number of individuals living together as a single housekeeping unit, in which not more than five (5) individuals are unrelated by blood, marriage or adoption. This definition shall not include foster families as regulated by the State.

Farm Building - All buildings and structures needed in agricultural operation. **(Amended July 20, 2021)**

Farm Drainage Systems - The term shall include all waterways, ditches, flood control, watershed, and erosion control structures and devices provided each individual system or structure comply with the applicable local, state, and federal regulations.

Farm Occupation - A business activity customarily carried out on a farm by a member of the occupant's family without structural alterations in the building or any of its rooms, without the installation or outside storage of any machinery, equipment or material other than that customary to normal farm operations, without the employment of more than two (2) persons not residing in the home, which does not cause the generation of additional traffic in the area. Farm occupations include, but are not limited to, seed sales and custom combining support facilities.

Farm Unit - All buildings and structures needed in an agricultural operation, including dwellings for owners, operators, and other family members.

Farm, Hobby - An activity carried out in rural residential areas, which includes the planting, cultivating, harvesting and storage of grains, hay or plants, fruits, or vineyards. The raising and feeding of livestock and poultry shall be considered as part of a hobby farm if the area, in which the livestock or poultry is kept, is one (1) acre or more in area for every one (1) animal unit, and if such livestock does not exceed ten (10) animal units.

Farm, Ranch, Orchard - An area of unplatted land, which is used for growing usual farm products, vegetables, fruits, trees, and grain, and for the raising thereon of the usual farm poultry and farm animals such as horses, cattle, hogs and sheep, and including the necessary accessory uses for raising, treating, and storing products raised on the premises; but excluding an Animal Feeding Operation. The processing and storage of raw agricultural products, such as grain elevators and ethanol plants, shall not be considered a farm, ranch or orchard if such constitutes the main or principal use on the lot or parcel. **(Amended August 19, 2021)**

Farmstead - A place with empirical evidence of a previous farmstead including at a minimum foundations, structures, or a tree belt. For the purposes of this ordinance the Zoning Administrator or Planning Commission shall determine the eligibility of a farmstead as a building site as described within Section 516. **(Amended August 19, 2021)**

Feeder Line - shall mean any power line that carries electrical power from one or more wind turbines or individual transformers associated with individual wind turbines to the point of interconnection with the project distribution system, in the case of interconnection with the high voltage transmission systems the point of interconnection shall be the substation serving the wind energy conversion system.

Fence - An artificially constructed barrier of any material or combination of materials erected to enclose, screen, or separate areas.

Financial Institutions - The premises of a bank, trust, finance, mortgage, or investment company.

Fireworks, Sales - A building, structure, or place where fireworks are sold, pursuant to all applicable state statutes.

Fishery - As defined by South Dakota Administrative Rules, Sections 74:51:02:02 and 74:51:02:03 (January 17, 1999). Yankton County as described in Section 74:51:02:68.

- Lakes Marindahl and Yankton (Section 74:51:02:03(4)) are warm water permanent fish life propagation waters;
- State or Beaver Lake and Westside Kid's Pond (Section 74:51:02:03(6)) are warm water marginal fish life propagation waters.
- The Missouri River (Section 74:51:03:05(1,4,7,8,11)) is a domestic water supply, warm water permanent fish life propagation waters, immersion recreation waters, limited contact recreation waters, and commerce and industry waters.
- James River (Section 74:51:03:20(5,8)) is a warm water semi permanent fish life propagation waters and limited contact recreation waters;
- Beaver Creek, Mud Creek (Section 74:51:03:20(6, 8)), Clay Creek, and Turkey Creek (Section 74:51:03:25(6, 8)) are warm water marginal fish life propagation waters and limited contact recreation waters.

Flammable or Combustible Liquids, or Hazardous Material - Flammable material is any material that will readily ignite from common sources of heat, or that will ignite at a temperature of 600° F or less. Flammable liquid is any liquid having a flash point below 100°F and having vapor pressure not exceeding forty (40) pounds per square inch (absolute) at 100°F. Combustible liquid is any liquid having a flash point at or above 100°F. Hazardous material includes any flammable solids, corrosive liquids, radioactive materials, oxidizing materials, highly toxic materials, poisonous gases, reactive materials, unstable materials, hyperbolic materials, pyrophoric materials, and any substance or mixture of substances which is an irritant, a strong sensitizer or which generates pressure through exposure to heat, decomposition or other means.

Flood or Flooding - A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of wetlands, lakes, streams, tributaries, or other water bodies; and/or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Hazard Boundary Map (FHBM) - The official map issued by the Federal Insurance Administration where the areas of special flood hazard have been designated Zone A.

Floodway - The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without an accumulative increase in the water surface.

Food Product Processing Facility - A commercial establishment in which food or food-related products are processed, packaged, or otherwise prepared for human consumption but not consumed on the premises.

Footprint - The land area covered or occupied by a building and a facility as defined herein. The term shall also include any land area dedicated to a use such as outdoor storage or any area utilized for storage, display, or livestock confinement as part of or in support of the building or use.

Game Farm - An area of five (5) acres or more, which is used for producing hatchery, raised game and non-domestic animals for sale to private shooting preserves.

Game Lodge - A building or group of detached, or semi-detached, or attached buildings occupied or used as a temporary abiding place of sportsmen, hunters and fishermen, who are lodged, with or without meals, and in which there are more than two (2) sleeping rooms.

Gaming Device or Gaming Equipment - Any mechanical contrivance or machine used in connection with gaming or any game.

Gaming or Gambling - The dealing, operating, carrying on, conducting, maintaining, or exposing for pay of any game.

Gaming or Gambling Establishment - Any premises wherein or whereon gaming is done.

Garage - An accessory building or portion of a building including a carport which is designed or used for the sheltering of private motor vehicles and the storage of household equipment incidental to the residential occupancy and in which there are no facilities for repairing or servicing of such vehicles for remuneration or commercial use.

Garage, Public - A building or portion thereof used for the housing or care of motor vehicles for the general public or where such vehicles are equipped or repaired for remuneration or kept for hire or sale. This may include premises commonly known as “gasoline stations” or “service stations”.

Gasoline Station - Any area of land, including structures thereon, that is used for the sale of gasoline or other motor vehicle fuel, and oil or other lubrication substances; and which may include facilities used or designed to be used for polishing, greasing, washing, spraying, dry cleaning, or otherwise cleaning such vehicles.

Golf Course - A public or private area operated for the purpose of playing golf, and includes a par 3 golf course, club house and recreational facilities, driving ranges, and miniature golf courses, and similar uses.

Grain Elevator - Grain storage facilities, which are the principal and primary use of the lot. Said facilities are generally equipped with devices for housing and discharging significant quantities of grain. This definition does not include normal farm product storage and warehousing facilities such as grain bins and where such storage is an accessory use to the parcel.

Grandfather - For the purposes of this ordinance the term “grandfather” shall be defined as a lay term used to describe structures, land uses, facilities, operations or similar activities in existence prior to adoption of the zoning ordinance. The term is generally applied to uses not allowed or further regulated within the new ordinance. The act or condition of grandfathered is more fully addressed in the nonconforming Article herein.

Greenhouse, Commercial - A building for the growing of flowers, plants, shrubs, trees, and similar vegetation which are not necessarily transplanted outdoors on the same lot containing such greenhouse, but are sold directly from such lot at wholesale or retail.

Group Home - See Residential Care Facility.

High voltage transmission line - means a conductor of electric energy and associated facilities.

Highway - Every way or place of whatever nature open to the public, as a matter of right, for purposed of vehicular travel, is a highway. The term “highway” shall also include private access easements and roadways.

Home Occupation - A business activity customarily carried on in the home by a member of the occupant's family without structural alterations in the building or any of its rooms, without the installation or outside storage of any machinery, equipment or material other than that customary to normal household operations, without the employment of more than two (2) persons not residing in the home, which does not cause the generation of traffic in excess of that experienced on an average right-of-way of similar design, noise, electrical interference, fumes, odors, etc.

Horticulture - The science or art of cultivating fruits, vegetables, flowers, and plants.

Horticulture Sales - The on-site retail sale of farm produce, floral, fauna, or similar items. The majority of the produce sold shall be seasonal in nature and grown on-site. An exception may be a cooperative venture between numerous producers.

Hospital - An institution devoted primarily to the operation of facilities of the diagnosis, treatment, and cure of disease, illness, injury, or other abnormal physical conditions with provisions for keeping patients overnight.

Hotel - An establishment of transient guests having sleeping rooms without individual cooking facilities for more than six (6) persons for compensation and may or may not provide meals.

Interchange - A grade-separated intersection with one (1) or more direct connections for vehicular travel between the intersecting right-of-ways.

Irrigation Systems - This term shall include all canals, ditches, piping, center pivot, and other methods utilized to irrigate cropland. This term does not include systems designed to land apply waste or water from animal feeding operations as defined herein. All irrigation systems shall comply with local, state, and federal regulations.

Junkyard - A place where non-recyclable waste, having no economic values, or waste, which is recyclable, but has no chance of being recycled is deposited.

Kennel - Any place where more than twenty (20) dogs, cats, or other domesticated animals of breeding age are housed, groomed, bred, boarded, trained, harbored, kept, or sold for commercial purposes.

Lagoon - Any pond, basin, or other impoundment made by excavation or earthen fill for storage or treatment of human sewage or animal waste.

Landing Strip - A strip of ground used or capable of being used for the landing and take-off of aircraft.

Large Wind Energy Conversion System (LWECS) - shall mean an electrical generating facility producing 50 kW or more and comprised of one or more wind turbines and accessory facilities, including but not limited to: power lines, transformers, substations and meteorological towers that operate by converting the kinetic energy of wind into electrical energy. The energy may be used on-site or distributed into the electrical grid.

Loading Area - A completely off right-of-way, space, or berth on the same lot for the loading or unloading of freight carriers, having adequate ingress and egress to a public right-of-way.

Loading Space, Off Right-of-Way - Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off right-of-way loading space is not to be used as off right-of-way parking space in computation of required off right-of-way parking space.

Locker - A meat processing plant and any other facility where meat, poultry or eggs are cooked, cured, smoked, or otherwise processed or packed, provided that all activities are carried out indoors. This term shall not include a delicatessen, stockyard, slaughterhouse, tannery, a poultry killing establishment, an animal food factory, or an animal by-products plant.

Lot - For purposes of this ordinance, a lot is a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area, and to provide such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public right-of-way, or on an approved private right-of-way, and may consist of a single lot of record; a portion of a lot of record; a combination of complete lots of record, of complete lots of record and portions of lots of record, a parcel of land described by metes and bounds; provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this ordinance.

Lot Coverage - The percent of the area of a lot occupied by buildings, or structures, including accessory building or structures.

Lot Depth - The average horizontal distance between the front and rear lot lines.

Lot Frontage - The portion of the lot nearest the right-of-way; for the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to right-of-ways shall be considered frontage, and yards shall be provided as indicated under "Yards" in this ordinance.

Lot Frontage, Pie Shaped - A lot usually abutting a cul-de-sac. For the purpose of determining frontage, said distance shall be measured perpendicularly to the said lot lines at a point thirty (30) feet from the front line.

Lot Line - The legally defined limits of any lot.

Lot, Corner - A lot situated at the intersection of two (2) right-of-ways, the interior angle of such intersection not exceeding one hundred thirty-five (135) degrees.

Lot, Double Frontage - A lot having frontage on two (2) non-intersecting right-of-ways, as distinguished from a corner lot.

Lot Line, Exterior - The side lot line, which abuts the right-of-way on a corner lot.

Lot Line, Rear - The lot line or point of intersection of the side lot lines farthest from and opposite the front lot line.

Lot Line, Side - A lot line other than a front or rear lot line.

Lot of Record - A lot which is part of a subdivision recorded in the office of the County Register of Deeds, or a lot or parcel described by metes and bounds, the description of which has been so recorded. For the purposes of this Ordinance, a legally transacted parcel prior to adoption may be considered as a lot of record.

Lot Width - The mean horizontal distance between the side lot lines of a lot measured at right angles to the depth or the same distance measured at the front building line.

Lot, Corner - A corner lot is defined as a lot located at the intersection of two (2) or more right-of-ways. A lot abutting on a curved right-of-way(s) shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than one hundred thirty-five (135) degrees.

Lot, Interior - An interior lot is defined as a lot other than a corner lot with only one frontage on a right-of-way.

Lot, Through - A through lot is defined as a lot other than a corner lot with frontage on more than one right-of-way. Through lots abutting two right-of-ways may be referred to as double frontage lot.

Lot, Reversed Frontage - A reversed frontage lot is defined as a lot on which the frontage is at right angles or approximately right angles, interior angle less than one hundred thirty-five (135) degrees, to the general pattern in the area. A reversed frontage lot may also be a corner or a through lot.

Main Building - A building in which is conducted the primary or predominant use of the lot on which it is located. **(Added June 21, 2022)**

Major Road Plan - The Transportation Plan in the Yankton County Comprehensive Plan.

Major Recreational Equipment - Major recreational equipment is defined as including boats and boat trailers, travel trailers, pick-up campers or coaches, designed to be mounted on automotive vehicles, motorized dwellings, tent trailers, and the like, and case or boxes used for transporting recreational equipment, whether occupied by such equipment or not.

Manufactured Home - A moveable or portable dwelling which is eight (8) feet or more in width and thirty-two (32) feet or more in length, constructed on a chassis, and which is designed to be towed, designed for year-round occupancy, primarily to be used without a permanent foundation, but which may sit on a permanent foundation, and designed to be connected to utilities. It may consist of one or more units, separately transportable, but designed to be joined together into one integral unit. Manufactured homes are built according to the Federal Manufactured Housing Construction and Safety Standards Act of 1974, which became effective June 15, 1976. Manufactured homes are not mobile homes.

The following shall not be included in this definition:

1. Travel trailers, pickup coaches, motor homes, camping trailers, or other recreational vehicles.
2. Manufactured modular housing which is designed to be set on a permanent foundation, and which uses standard sheathing, roofing, siding, and electrical, plumbing, and heating systems.

Manufactured Home Park - A parcel of land under single ownership, which has been planned and improved for the placement of, manufactured homes for non-transient use.

Manufacturing - The use of land, buildings or structures for the purpose of manufacturing, assembly, making, preparing, inspecting, finishing, treating, altering, repairing, warehousing or storing or adapting for sale of any goods, substance, article, thing or service.

Manufacturing Light - The use of land, buildings or structures for the purpose of manufacturing, assembly, making, preparing, inspecting, finishing, treating, altering, repairing, warehousing or storing or adapting for sale of any goods, substance, article, thing or service. Light manufacturing shall have no more than ten employees.

Manure System Definitions - **(Amended August 19, 2021)**

1. Solid Manure System – Any style of manure not conforming to the definition of “Liquid Manure”. Example systems include floor-raised poultry, deep-bedded housing systems, and dry lots. Vast majority (>90%) of excreted manure will be maintained in form that can be handled with a front-end loader and stacked without seepage under normal operating conditions. Example systems include floor-raised poultry, deep-bedded housing systems, and drylots

2. Liquid Manure System – Vast majority (>90%) of excreted manure will be stored in a form that – with or without agitation/mixing – can be handled with a common centrifugal pump under normal operating conditions. Example systems include slatted floor facilities and facilities where manure can be transferred via gravity.

Massage Establishment - Any premises or part thereof where massages are given, offered or solicited in pursuance of a trade or calling, business or occupation provided that the service is rendered by a person duly trained, licensed and registered under the appropriate statute.

Medical use - includes the acquisition, administration, cultivation, manufacture, delivery, harvest, possession, preparation, transfer, transportation, or use of cannabis or paraphernalia relating to the administration of cannabis to treat or alleviate a registered qualifying patient's debilitating medical condition or symptom associated with the patient's debilitating medical condition. The term does not include: **(Amended November 4, 2021)**

- a. The cultivation of cannabis by a nonresident cardholder;
- b. The cultivation of cannabis by a cardholder who is not designated as being allowed to cultivate on the card holder's registry identification card; or
- c. The extraction of resin from cannabis by solvent extraction unless the extraction is done by a cannabis product manufacturing facility

Meteorological Tower - shall mean, for purposes of this regulation, a tower which is erected primarily to measure wind speed and directions plus other data relevant to siting a Small or Large Wind Energy Conversion System. Meteorological towers do not include towers and equipment used by airports, the South Dakota Department of Transportation, or other applications to monitor weather conditions.

Mobile Home - A transportable, factory-built home, designed to be used as a year-round residential dwelling and built prior to the enactment of the Federal Manufactured Housing Construction and Safety Standards Act of 1974, which became effective June 15, 1976.

Modular Home - A structure or building module that is manufactured at a location other than the site upon which it is installed and used as a residence; transportable in one or more sections on a temporary chassis or other conveyance device; and to be used as a permanent dwelling when installed and placed upon a permanent foundation system. This term includes the plumbing, heating, air conditioning, and electrical systems contained within the structure.

Motel - A group of attached or detached buildings on the same lot containing sleeping quarters for rental to transients.

Motor Vehicle Track or Play Area - An area of land utilized for the racing or recreational riding of motor vehicles with or without a defined area or track. The term may include a racetrack with spectators and an established racing affiliation or a day use area utilized by a club, group, or

independent individuals. A motor vehicle may include cars, trucks, motorcycles, all-terrain vehicles or similar items. **(Amended May 19, 2020)**

Museum - A building or buildings used, or to be used, for the preservation of a collection of paintings and/or other works of art, and/or of objects of natural history, and/or of mechanical, scientific and/or philosophical inventions, instruments, models and/or designs and dedicated or to be dedicated to the recreation of the public, together with any libraries, reading rooms, laboratories and/or other offices and premises used or to be used in connection therewith.

Navigable Waters - A body of water presently being used or is suitable for use for transportation and commerce, or if it has been so used or was suitable for such use in the past, or if it could be made suitable for such use in the future by reasonable improvements.

Non-Participating - A property that is not a participating property.

Nonconforming Lot - A lot of record existing on the date of passage of this ordinance which does not have the minimum width or contain the minimum area for the zone in which it is located.

Nonconforming Structure - A lawful structure which exists on the date of passage of this ordinance that could not be built under the terms of this ordinance by reason of restrictions on area, lot coverage, height, yard setbacks, or other characteristics of the structure.

Nonconforming Use - A land use or building or structure or portion thereof lawfully existing at the effective date of this ordinance or at the time of any amendment thereto, which does not conform to the regulations of the zone in which it is located.

Nonresident cardholder - a person who: **(Amended November 4, 2021)**

- a. Has been diagnosed with a debilitating medical condition, or is the parent, guardian, conservator, or other person with authority to consent to the medical treatment of a person who has been diagnosed with a debilitating medical condition;
- b. Is not a resident of this state or who has been a resident of this state for fewer than forty-five (45) days;
- c. Was issued a currently valid registry identification card or its equivalent by another state, district, territory, commonwealth, insular possession of the United States, or country recognized by the United States that allows the person to use cannabis for medical purposes in the jurisdiction of issuance; and.
- d. Has submitted any documentation required by the department and has received confirmation of registration

Noxious - When used with reference to any use or activity in respect of any land, building or structure or a use or activity which, from its nature or from the manner of carrying on same, creates or is liable to create, by reason or destructive gas or fumes, dust, objectionable odor,

noise or vibration or unsightly storage of goods, wares, merchandise, salvage, machinery parts, junk, waste or other material, a condition which may become hazardous or injurious as regards to health or safety or which prejudices the character of the surrounding area or interferes with or may interfere with the normal enjoyment of any use of activity in respect of any land, building or structure.

Nuisance - Any condition existing that is or may become injurious or dangerous to health or that prevents or hinders or may prevent or hinder in any manner the suppression of a disease.

Nursery, Swine - A facility confining a specific number of small and/or young swine averaging ten (10) to fifty-five (55) pounds in size. **(Amended August 19, 2021)**

Nursing Home, Rest Home, Convalescent Home - A place which undertakes through its ownership or management to provide maintenance, personal, or nursing care for three or more persons who by reason of illness, physical deformity, or old age are unable to care for themselves.

Obstruction - Any structure or vegetation that blocks the complete vision of people.

Off-Site Sign - A sign/billboard that advertises goods or services not available at the location of the billboard or advertising sign.

Office - A building or part thereof, designed, intended or used for the practice of a profession, the carrying on of a business, the conduct of public administration, or, where not conducted on the site thereof, the administration of an industry, but shall not include a retail commercial use, any industrial use, clinic, financial institution or place of amusement or place of assembly.

On-Site Sign - A sign identifying an establishment's activities, products or services conducted or available on the property upon which it is located and signs advertising the sale or lease of the property upon which they are located.

Open Sales Area - Any open land or area used or occupied for the purpose of displaying for sale new or secondhand merchandise, including but not limited to, passenger cars or trucks, farm machinery, construction machinery, motor scooters or motorcycles, boats, trailers, aircraft, and monuments.

Outdoor Storage Area - Any open land or area used for the purpose of storage of any product or part of a product either before, during, or after manufacturing, servicing, or repairing and not displayed for retail sale. This does not include open sales areas.

Owner - The record owners of the fee or a vendee in possession, including any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided.

Ownership Line - A line defining ownership of property under one owner of record.

Parcel - A legally defined piece of property including a platted lot, legally described portion, or similarly described piece of property primarily used as an identifier within taxation.

Park - An area consisting largely of open space, which may include a recreational area, playground, or similar use but shall not include a mobile home park, a campground or trailer park.

Parking Space - An off right-of-way space available for parking of a motor vehicle and which is held to be an area for dimension of which are ten (10) feet by twenty (20) feet or which covers two hundred (200) square feet, exclusive of passageways and driveways appurtenant thereto and giving access thereto. Off right-of-way parking shall be on or adjacent to the property on which the principal use is located.

Parking Space, Off Right-of-Way - For the purposes of this ordinance, an off right-of-way parking space shall consist of a space adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a right-of-way and maneuvering room. Required off right-of-way parking areas for three (3) or more automobiles shall have individual spaces marked, and shall be so designed, maintained, and regulated that no parking or maneuvering incidental to parking shall be on any right-of-way, and so that any automobile may be parked and un-parked without moving another. For purposes of rough computation, an off right-of-way parking space and necessary access and maneuvering may be estimated at three hundred (300) square feet, but off right-of-way parking requirements will be considered to be met only when actual spaces meeting the requirements above are provided and maintained, improved in a manner appropriate to the circumstances of the case, and in accordance with all ordinances and regulations of the County.

Participating - A property that is a host property to a project or a property that is subject of an agreement that provides for the payment of monetary compensation to the landowner regardless of whether any part of the project is constructed on the property and specifies in writing any waiver of a requirement or right under this ordinance and the landowner's acceptance of payment establishes the landowner's property as a participating property.

Pawnshop - An establishment where money is loaned on the security of personal property pledged in the keeping of the pawnbroker.

Performance Standards -

Criterion established for the purposes of:

1. Assigning proposed land uses to proper districts; and
2. Controlling noise, odor, glare, smoke, toxic matter, aesthetics, vibration, fire/explosive hazards generated by, or inherent in, uses of land or buildings.

Permitted Use - A use by right, which is specifically authorized in a particular zoning district.

Permitted Special Use - A use allowed in a zoning district subject to the applicable restrictions of that zoning district and additionally subject to certain restrictions for that specific use. **(Amended August 19, 2021)**

Person - Any individual or group of individuals, or any corporation, general or limited partnership, joint venture, unincorporated association, or governmental or quasi-governmental entity.

Places of Assembly - Places where people gather or congregate for amusement, worship, learning, etc. This includes schools, churches, theaters, playgrounds, etc.

Place of worship - a structure where persons regularly assemble for worship, ceremonies, rituals, and education relating to a particular form of religious belief and which a reasonable person would conclude is a place of worship by reason of design, signs, or architectural or other features. **(Amended November 4, 2021)**

Plat - a map, or representation on paper, of a piece of land subdivided into lots, parcels, tracts or blocks, including roads, commons, and public grounds, if any, all drawn to scale and complete with all irrevocable offers of dedication.

Planning Commission - The Planning Commission of Yankton County. The term Planning Commission shall be synonymous with Planning and Zoning Commission and Commission, but shall not include Board of Adjustment or Zoning Board.

Planning Official - The Planning (Zoning) Administrator and his/her designee charged with the administration and enforcement of the Yankton County Zoning Ordinance.

Plaza - A public square or similar open area.

Portable Processing Plant - Any equipment for the crushing, screening or washing of sand and gravel aggregate materials, but not including a concrete batching plant or an asphalt plant, which equipment is capable of being readily drawn or readily propelled by a motor vehicle and which equipment is not considered permanently affixed to the site.

Practitioner - a physician who is licensed with authority to prescribe drugs to humans. In relation to a nonresident cardholder, the term means a person who is licensed with authority to prescribe drugs to humans in the state of the patient's residence. **(Amended November 4, 2021)**

Principal Use - The main use of land or structures as distinguished from a secondary or accessory use.

Private Recreation Area - Any open space or recreational area, other than a public park, owned and operated or maintained in whole or in part for profit by a private individual(s), club or fraternal organization for members only, and may include therein one or more of the following activities: swimming, boat facilities, picnic area, tennis courts, outdoor skating rinks, athletic

fields, walking, riding and cross-country skiing, snowmobiling, but does not include the racing of animals, motor vehicles, motorcycles or snowmobiles.

Private Shooting Preserves - An acreage of at least one hundred and sixty (160) acres and not exceeding one thousand two hundred and eighty (1,280) acres either privately owned or leased on which hatchery raised game and/or larger game is released for the purpose of hunting, for a fee, over an extended season.

Property Line - The division between two parcels of land, or between a parcel of land and the right-of-way.

Public - Promotion of a public cause or service, including utilities having a franchise from Yankton County or other governmental entity, but excluding other for-profit organizations.

Public Building - Any building which is owned, leased, primarily used, and/or primarily occupied by a school district or municipal, county, state, or federal government, or any subdivision or agency of the school district, municipal, county, state, or federal government.

Publicly Traded Company - For purposes of this Ordinance a “publicly traded company” means a company, the shares or other interests in which are regularly traded on the New York Stock Exchange, the American Stock Exchange, NASDAQ or similar recognized security market.

Qualifying patient - a person who has been diagnosed by a practitioner as having a debilitation medical condition. **(Amended November 4, 2021)**

Quarry - A place where consolidated rock has been or is being removed by means of an open excavation to supply material for construction, industrial, or manufacturing purposes, but does not include a wayside quarry or open pit metal mine.

Ranch Building - See Farm Building.

Ranch Occupation - See Farm Occupation.

Ranch Unit - See Farm Unit.

Recreational Equipment - The term recreational equipment shall include boats and boat trailers, jet skis, snowmobiles, travel trailers, pick-up campers or coaches, designed to be mounted on automotive vehicles, motorized dwellings, tent trailers, and the like, and case or boxes used for transporting recreational equipment, whether occupied by such equipment or not.

Recycling Center - A building in which used material is separated and processed prior to shipment to others who will use those materials to manufacture new products.

Registry identification card - a document issued by the department that identifies a person as a registered qualifying patient or registered designated caregiver, or documentation that is deemed

a registry identification card pursuant to SDCL 34-20G-29 to SDCL 34-20G-42 inclusive.
(Amended November 4, 2021)

Remote Fuel Depots - A structure, usually unmanned, that is used for the sale of gasoline, diesel, or other motor vehicle fuel.

Rent-All Shop - A building or part of a building where residential and commercial equipment is kept for rental to the general public and includes such things as lawn and garden tools, floor cleaning equipment, masonry tools, painting and decorating equipment, moving tools, plumbing tools and power tools.

Repair Shop, Auto Body - A general industrial establishment for the repair of damage to a motor vehicle caused by collision, accident, corrosion or age, and, without limiting the generality of the foregoing, includes the reconstruction of motor vehicles, the painting or repainting of motor vehicles and the rebuilding or conversion of automotive engines or engine parts, but does not include a motor vehicle repair shop, an impounding yard, an automobile service station or a gas station.

Repair Shop, Motor Vehicle - A service commercial or general industrial establishment for the repair or replacement of parts in a motor vehicle and without limiting the generality of the foregoing, shocks, transmissions, gears, brakes, clutch assemblies, steering assemblies, radiators, heating or cooling systems, ignition systems, mechanical or electrical parts or systems, the installation of undercoating, engine tuning, lubrication and engine conversion or replacement, but does not include an auto body repair shop, an impounding yard, an automobile service station or a gas station.

Residential Care Facility - A family home, group care facility, or similar facility for twenty-four (24) hour non-medical care of persons in need of personal services, supervision or assistance for sustaining the activities of daily living or for the protection of the individual.

Restaurant - A business establishment consisting of a kitchen and dining room, whose primary purpose is to prepare and serve food to be eaten by customers seated in the dining room.

Restaurant, Drive-In - A business establishment consisting of a kitchen, with or without a dining room, where food is prepared and packaged to eat either off the premises or within automobiles parked on the premises.

Restaurant, In-House - A private business establishment consisting of a kitchen, with or without a dining room, whose primary purpose is to prepare and serve food to be eaten by employees of the principal employer. For the purposes of this ordinance, the term “cafeteria” shall be synonymous with “Restaurant, In-House.”

Rest Home - See Nursing Homes.

Retail Sales - A building where goods, wares, merchandise, substances, articles, or items are offered or kept for sale at retail, including storage of limited quantities of such goods, wares, merchandise, substances, articles, or items sufficient only to service such store.

Retail Store - A building where goods, wares, merchandise, substances, articles or items are offered or kept for sale at retail, including storage of limited quantities of such goods, wares, merchandise, substances, articles or items sufficient only to service such store.

Retaining Wall - A structure constructed to hold back or support an earthen bank.

Riding Stable - Any place that has more than fifteen (15) stalls or horse spaces to board, train, or provide recreational equine activities.

Right-of-Way; ROW - An area of land that is legally described in a registered deed for the provision of public access within which there is usually a road or street. The term right-of-way shall include any defined access route or point including but not limited to public and private accesses, road easements, streets, roads, and drives other than a private drive serving a single owner.

Right-of-Way Line - A dividing line between a lot, tract, or parcel of land and the public right-of-way.

Roadside Stand - A structure having a ground area of not more than three hundred (300) square feet, not permanently fixed to the ground, readily removable in its entirety, not fully enclosed and to be used solely for the sale of farm products produced on the premises, bait, and other approved products.

Rodeo Grounds - A building or place where rodeo events such as roping and riding are done for practice or competition.

Rotor Diameter - shall mean the diameter of the circle described by the moving rotor blades.

Row of Trees - Ten (10) or more trees planted in a line, separated by a distance of forty (40) feet or less.

Running Gear - The parts which allow a manufactured home to be mobile including the tires, wheels, axles, running lights, and hitch. This definition shall include all mobility items exclusive of the parts of the chassis that make up the structural integrity of the manufactured home.

Salvage Yard - The use of more than seven hundred fifty (750) square feet of open storage on any lot, portion of lot, or tract of land for the sale, storage, keeping, or for the abandonment, dismantling, or wrecking of automobiles or other vehicles, machines, or parts thereof.

Satellite Dish/Receiver - A device incorporating a reflective surface that is solid, open mesh, or bar configured and is the shape of a shallow dish or cone designed and used for the reception of

television signals related back to earth from a terrestrially and/or orbital based communications satellite.

School, Boarding - A school under the sponsorship of a private agency, corporation, or religious entity, having a curriculum generally equivalent to public elementary or secondary schools, accredited by the State of South Dakota and provides room and board for its students; but excluding private trade or commercial schools. "Day Care Centers" as herein defined, shall not be considered schools as applicable to this definition.

School, Denominational or Private - A school under the sponsorship of a private agency, corporation, or religious entity, having a curriculum generally equivalent to public elementary or secondary schools and accredited by the State of South Dakota; but excluding private trade or commercial schools. "Day Care Centers" as herein defined, shall not be considered schools as applicable to this definition.

School, Public - A school under the sponsorship of a public agency providing elementary or secondary curriculum, and accredited by the State of South Dakota; but excluding private trade or commercial schools.

School, Trade or Commercial - An establishment other than an accredited or licensed public, private or denominational school, offering training or instruction in art, occupation or trade.

Screening - A continuous fence, wall, compact evergreen hedge or combination thereof, supplemented with landscape planting, which would effectively screen the property which it encloses, and is broken only by access drives and walks.

Secondhand Shop - The use of land, or building or structure or part thereof where used goods, wares, merchandise, substances, or articles are offered or kept for sale but shall not include a pawnshop.

Security Dwelling Unit - A building or portion thereof designed for occupancy by a security employee.

Self-Storage Warehouse - A building containing separate, individual self-storage units divided from the floor to the ceiling by a wall with an independent entrance from the exterior of the building, designed to be rented or leased on a short-term basis to the general public for private storage of personal goods, materials and equipment.

Semi-Portable Agricultural Structures - Anything that requires placement on the ground for agriculture related purposes. Semi-portable agricultural structures include, but are not limited to, feed bunks, calving, lambing, or farrowing sheds, and temporary grain storage facilities.

Services - Establishments, primarily engaged in providing services for individuals, business and government establishments and other organizations, including hotels and other lodging places, establishments providing personal business, repair, and amusement services, health, legal,

engineering, and other professional services, educational institutions, membership organizations, and other miscellaneous services.

Service Establishment - Establishments primarily engaged in providing services for individuals, business and government establishments and other organizations, including hotels and other lodging places, establishments providing personal business, repair, and amusement services, health, legal, engineering, and other professional services, educational institutions, membership organizations and other miscellaneous services.

Setback - The minimum horizontal distance from a lot line, to a wall of the building, exclusive of permitted projections. The setback shall be measured at right angles to such lot lines.

Shared Wall Structure - A structure that contains two (2) or more units that share common walls (known as party walls). Shared wall structures include: dwellings two family, dwellings multiple families, residential and commercial buildings. **(Amended October 18, 2022)**

Shelterbelt - Five or more rows of trees and/or shrubs that reduce erosion and protects against the effects of wind and storms.

Shelterbelt Restoration - The removal and replacement of two or more rows of trees or of trees totaling one-half acre or more, whichever is greater, in an existing shelterbelt.

Side Wall - The measurement from the highest point of the finished floor at grade to the height of the highest point of wall framing.

Sight Triangle - See “Traffic Visibility Triangle”.

Signs/Billboards - Any sign defined in this ordinance which displays or conveys any identification, description, illustration, or device illuminated or non-illuminated, which directs attention to a product, service, business activity, institution, business or solicitation, including any permanently installed or situated merchandise, or any emblem, painting, banner, pennant or placard designed to advertise, identify or convey information, with the exception of window displays.

Sign Structure - The sign face and support members that are permanently affixed to the ground or attached to a structure.

Sign - Any device designed to inform or attract the attention of persons not on the premises on which the sign is located, provided, however, that the following shall not be included in the application of the regulations herein:

1. Signs not exceeding one (1) square foot in area and bearing only property numbers, post office box numbers, names of occupants of premises, or other identification or premises not having commercial connotations;
2. Flags and insignias of any government, except when displayed in connection with commercial promotion;

3. Legal notices, identification, informational, or directional signs erected or required by governmental bodies;
4. Integral decorative or architectural feature of buildings, except letters, trademarks, moving parts, or moving lights; and
5. Signs directing and guiding traffic and parking on private property, but bearing no advertising matter.

Sign, Banner - A temporary sign, which has a maximum area of twelve (12) square feet, composed of lightweight material either enclosed or not in a rigid frame, secured or mounted so as to allow movement of the sign caused by movement of the atmosphere (i.e., pennants, twirling signs, balloon, or other gas-filled figures, ribbons, or other similar moving devices) and intended to be displayed for a limited period of time.

Sign, Bulletin Board - An exterior sign, which has a maximum area of thirty-five (35) square feet, used by public, charitable, and religious institutions for the purpose of informing the public about activities of their organization.

Sign, Directional Off-Site - An exterior sign that is generally informational, that has a purpose secondary to the use of the primary use on a property that is not adjacent to the property on which the directional off-site sign exists. Said sign shall include only those signs placed by a political subdivision and shall include those signs standardized by the South Dakota Department of Transportation.

Sign, Directional On-Site - An exterior sign that is generally informational, that has a purpose secondary to the use of the property on which it is located, such as “no parking,” “entrance,” and “loading only.” Said sign shall conform to standards adopted or approved by the regulating public agency.

Sign, Easement and Utility - An exterior sign, which has a maximum area of five (5) square feet, used to identify the location of easements, property lines, utilities, hazards, or otherwise providing notice of restrictions on public access.

Sign, Exterior On-site - An exterior sign relating in subject to the premises upon which it is located, or to products, accommodations, services, or activities on the premises. Exterior on-site signs do not include signs erected by outdoor advertising industry in the conduct of the outdoor advertising business, such as billboards, which are off-site signs.

Sign Facing - That portion of a sign structure upon which advertising is affixed or painted and visible in one direction at one time.

Sign, Flag - Any fabric or bunting containing distinctive colors, patterns, or symbols, which has a maximum area of twenty (20) square feet and is used as a symbol of government, political subdivision, or other entity.

Sign, Ground and Monument - An exterior sign permanently attached to the ground to identify churches, schools, institutional, and public uses. Said sign may also identify a specific neighborhood by displaying the name of the tract. Ground and monument signs:

1. Are generally constructed of concrete or other masonry material;
2. Shall not exceed twenty (20) feet in height above the mean right-of-way centerline or grade;
3. Shall meet a minimum of one-half (½) of the yard requirements for the district in which it is located; and
4. Shall not exceed one hundred (100) square feet on one (1) side or two hundred (200) square feet on all sides of any one (1) premise.

Sign, Mounted Wall - A sign, which has a maximum area of one hundred (100) square feet, that is attached to or erected against a wall of a building and shall project no more than twelve (12) inches from the wall of the building. Said sign is intended to be read from directly in front of the face of the building.

Sign, Name and Address Plate - A sign, which has a maximum area of two (2) square feet, that is affixed to the side of a building informing the public as to the residents, occupation, and/or address of the building.

Sign, Off-Site - A sign other than an on-site sign. Off-site signs are conventionally know as billboards regardless of size.

Sign, Portable - Any sign, which has a maximum area of twenty (20) square feet, not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A or T-frames; menu and sandwich board signs. Signs attached to or painted on vehicles parked and visible from the public right-of-way shall not be included in this definition and shall be prohibited unless said vehicle is used in normal day-to-day operations of the business. Said sign is intended to be displayed for a limited period of time.

Sign, Projecting - Any sign, which has a maximum area of one hundred (100) square feet, that is affixed to a building or wall in such a manner that its face is perpendicular to the face of the building and the sign extends more than twelve (12) inches beyond the surface of such building or wall.

Sign, Real Estate - An exterior sign for the purpose of advertising the sale, rental, lease of real property. Said sign is located on the premises for sale, rental, or lease and shall be of a temporary nature and shall have a maximum area of four (4) square feet except in the Commercial, Highway Commercial, or Industrial Districts where the maximum area shall be thirty-two (32) square feet.

Sign, Roof - Any sign, which has maximum area of three hundred (300) square feet that is erected upon, against, or directly above a roof or on top of the parapet of a building.

Small Wind Energy Conversion System - shall mean a wind energy conversion system consisting of a Horizontal-Axis Wind Turbine (HAWT), a Vertical-Axis Wind Turbine (VAWT), which may include a tower, and associated control or conversion electronics, which has a rated capacity of less than 50 kWh and which is primarily intended to reduce on-site consumption of utility power.

Solar Energy - Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector. **(Amended December 19, 2023)**

Solar Energy Conversion System - Solar energy conversion systems are any combination of solar panels on a parcel of property **(Amended December 19, 2023)**

Start of construction - includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or are not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. **(Amended August 19, 2021)**

Street - A right-of-way established by a recorded plat to provide the primary means of access to abutting property. The term shall also include the term “road” or other similar means of conveyance or access.

Street Line - The right-of-way line of a street.

Street, Arterial - A public street or highway intended to be used primarily for fast or heavy through traffic.

Structure - Anything constructed or erected which requires location on the ground, or attached to something having a fixed location on the ground. Among other things, structures include, but are not limited to, buildings and manufactured homes. This definition does not include semi-portable agricultural structures.

Structural Alterations - Any change in the supporting members of a structure such as bearing walls, columns, beams or girders, foundations and poles. See Building, Alterations of.

Substations - shall mean any electrical facility to convert electricity ~~produced by wind turbines~~ to a voltage greater than 35,000 KV for interconnection with high voltage transmission lines.

Swine Production Unit - An operation confining a specific number of female breeding age swine for the purpose of farrowing. The operation shall farrow no more than an average of one-third (1/3) of the total herd at any one time and the total herd shall not farrow more than an average of two and one-half (2 ½) times within a twelve-month period. All farrowed swine shall be relocated to an off-site nursery facility, as defined by this ordinance, at approximately ten (10) pounds or said swine shall be calculated as part of the total animal units.

Tank Farm - A facility having two or more storage containers for the transfer of inorganic liquids or gases and from which wholesale sales of fuel to the public is or may be conducted.

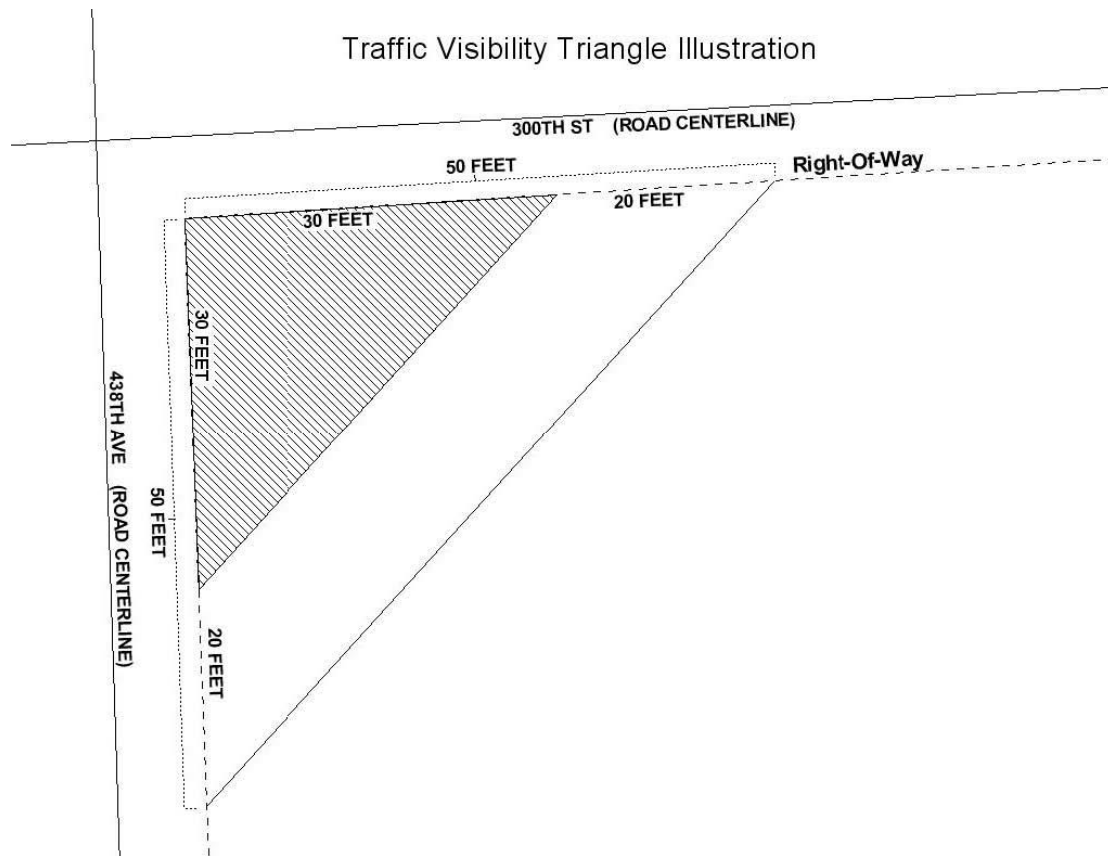
Temporary Construction Facilities - Parcels of land or structures where construction or mining support facilities are constructed or placed at or near a job site to provide materials and support mechanisms for construction or mining projects. The term shall include but is not limited to portable offices, signage, trailers, stationary and mobile equipment, and scales. Common uses include portable concrete, processing, or asphalt plants, job site trailers, and areas for equipment parking, material storage or stockpiling. The term temporary shall be flexible yet is generally tied to a related construction project with defined start-up and completion times.

Temporary Signs - Signs and sign structures that are temporary in nature used in conjunction with a specific event, that are placed or erected in such a manner to be easily removed from the property and are not permanently affixed. All political signs shall be considered temporary signs. Temporary signs shall not exceed 32 square feet in size.

Thrift Shop - A shop operated by a charitable organization, which sells, donated used merchandise only. All such merchandise shall be displayed and/or stored in an enclosed building.

Tower - A structure situated on a nonresidential site that is intended for transmitting or receiving television, radio, or telephone communications, excluding those used exclusively for governmental dispatch communications.

Traffic Visibility Triangle - The triangular space formed by the right-of-way lines of a corner lot and driveways with a line drawn from a point in one right-of-way line to a point in the other right-of-way line, each such point being thirty (30) feet from the point of intersection of the right-of-way lines (measured along the right-of-ways lines). Where the two (2) right-of-way lines do not intersect at a point, the point of intersection of the right-of-way lines shall be deemed to be the intersection of the projection of the right-of-way lines or the intersection of the tangents to the right-of-way lines. In the case of arterial highways intersecting with other arterial highways or railways, the distances establishing the sight triangle shall be increased to fifty (50) feet.



Trailer Park - This definition shall include the following existing trailer courts or parks:

1. Country Acres, legally described as LT C exc LTS H2 & all LT D lane's S/D;
2. Country Liven', legally described as Lot A NE4 SW4 10-93-55;
3. Country View, legally described as LT A & S2 LT B & W30' N2 NE4 NE4 16-93- 55;
4. Sunrise, legally described as Parcel C LT 2 NE4 less LTS H1 & H2 16-93-55;
5. Hansen's Court, legally described as LT D N2 NE4 NE4 less Lot H1 16-93-55;
6. Lakeside Court, legally described as Lakeside SE4 SE4 (10.66 A) 16-93-56;
7. Crosley Court, legally described as Lot 4 truck/trailer S/D 15-93-55;
8. Blue Shak Rentals, legally described as Vera Van Epps Add'n exc Lot H1 & H2 SW4 NW4 (2.47 a) 3-93-55;
9. Marquardt's Trail Acres, legally described as Lots 2-4 trail acres Lot G of Gov LT 1 1- 93-55;

10. Lakeview, legally described as LTS F1 & F2 Fitzgerald Park & E6' W150' orig. Fitzgerald Park 17-93-56;
11. Black Walnut, legally described as N2 N2 NE4 exc Parcels 17-93-56;
12. Shreve's, legally described as Parcel A LT 5 NW4 SE4 3-93-55;
13. Eastwinds, legally described as Blk 1 Edna's Add'n & Par A W2 SW4 SE4 10-93-55;
14. Country Manor Estates, legally described as LT 2, ex W170' & NW4 NW4 exc E417.4' & S417.4' W482.2' S220' N578.7' & Parcel C exc W170' NW4 NW4 16-93-55; and
15. Larson's Landing, legally described as E2 LT 2 Shore Acres 27-93-56.

Transmission Line - shall mean the electrical power lines that carry voltages of at least 69,000 volts (69 KV) and are primarily used to carry electric energy over medium to long distances rather than directly interconnecting and supplying electric energy to retail customers.

Travel Trailer - A moveable vehicle with wheels designed or used as living and sleeping quarters or for recreation or business purposes, and such vehicles that have not had the wheels removed. Including campers, recreation vehicles, and trailer coaches.

Truck or Equipment Terminal - A building, structure or place where six (6) or more commercially licensed trucks are rented, leased, kept for hire, stored, or parked for compensation, or from which trucks or transports, stored or parked on the property, are dispatched for hire as common carriers, and which may include warehouse space.

Use - Use shall mean the purpose for which a lot or a building or structure, or any portion thereof, is designed, arranged, intended, occupies, or maintained, and "used" shall have a corresponding meaning.

Utility - shall mean any entity engaged in this state in the generation, transmission or distribution of electric energy including, but not limited to, a private investor owned utility, cooperatively owned utility, and a public or municipality utility.

Utility Facilities - Any above-ground structures or facilities, other than buildings, unless such buildings are used as storage incidental to the operation of such structures or facilities, owned by a governmental entity, a nonprofit organization, a corporation, a private citizen, or any entity defined as a public utility for any purpose and used in connection with the production, generation, transmission, delivery, collection, or storage of water, sewage, electricity, gas, oil, or electronic signals. **(Amended August 19, 2021)**

Variance - A variance is a relaxation of the terms of the zoning ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would

result in unnecessary and undue hardship. As used in this ordinance, a variance is authorized only for area and size of structure or size of yards and open spaces; establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or uses in an adjoining district or because of conditions created by the landowner.

Veterinary Clinic - A building or part of a building used for the care, diagnosis, and treatment of sick, ailing, infirm, or injured animals, and those who are in need of medical or surgical attention. Such clinics may or may not provide long-term lodging for ill or unwanted animals, or lodging for healthy animals on a fee basis. No outside runs, pens, or facilities shall be permitted.

Veterinary Service - Shall be defined as a veterinary clinic except that outside pens and runs are allowed.

Video Rental Shop - The use of land, building or structure for the purpose of renting video cassette recorders and/or video disc players and/or the rental of video tapes and/or discs.

Vision Clearance - An unoccupied triangular space at the intersection of right-of-ways with other right-of-ways or at the intersection of right-of-ways with railroads. See Traffic Visibility Triangle.

Warehouse - A building or part of a building used for the storage and distribution of goods, wares, merchandise, substances, or articles and may include facilities for a wholesale or retail commercial outlet, but shall not include facilities for a truck or transport terminal or yard.

WECS Total Height - shall mean the highest point, above ground level, reached by a rotor tip or any other part of the Small or Large Wind Energy Conversion System.

WECS Tower - shall mean the vertical structures that support the electrical, rotor blades, or meteorological equipment of the Small or Large Wind Energy Conversion System.

Wholesale - The sale of commodities to retailers or jobbers and shall include the sale of commodities for the purpose of carrying on any trade or business even if the said trade of business is the consumer or end user of the commodity.

~~Wind Energy System - A structure or place, such as a wind turbine, designed and constructed to generate power for distribution to off-site users. This definition shall not include private facilities with a single tower or turbine less than seventy five (75) feet in height and not designed for distribution of power to off-site users.~~

Wind Turbines - shall mean any piece of electrical generating equipment that converts the kinetic energy of blowing wind into electrical energy using airfoils or similar devices to capture the wind.

Windbreak - Any non-opaque manmade structure constructed of any material and erected adjacent to an animal feeding, calving, or other such lot of which its principal use is that of protecting livestock from the effects of the wind.

Written certification - a document dated and signed by a practitioner, stating that in the practitioner's professional opinion the patient is likely to receive therapeutic or palliative benefit from the medical use of cannabis to treat or alleviate the patient's debilitating medical condition or symptom associated with the debilitating medical condition. This document shall affirm that it is made in the course of a bona fide practitioner-patient relationship and shall specify the qualifying patient's debilitating medical condition. **(Amended November 4, 2021)**

Yard - An open space at grade, other than a court or plaza, between a structure and the adjacent lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward.

Yard, Front - An open, unoccupied space on a lot facing a right-of-way and extending across the front of the lot between the side lot lines; measured from the road right-of-way to the structure.

Yard, Rear - An open, unoccupied space extending across the rear of a lot from one side lot line to the other side lot line.

Yard, Side - An open, unoccupied space on the same lot with a building situated between the building and sideline of the lot and extending through from the front yard to the required rear yard. Any lot line not the rear line or a front line shall be deemed a sideline.

Zero Lot-Line - A common lot line on which a wall of a structure may be constructed. **(Amended October 18, 2022)**

Zero Lot-Line Structure - A multi-family dwelling located on a single lot line that is (a) constructed as one (1) unit, (b) but is intended to be sold as separate sites and (c) otherwise meets all requirements of the zone in which it is located. **(Amended October 18, 2022)**

Zone - An area within which, in accordance with the provisions of this Ordinance, certain uses of lands, buildings, and structures are permitted and certain others are prohibited, where yards and other open spaces are required, where lot areas, building height limits, and other requirements are established, all of the foregoing being identical for the zone and district in which they apply.

Zoning Administrator - An official of the County appointed by the Chairman and confirmed by the County Commission, charged with the responsibility of administering this ordinance.

ARTICLE 26

WIND ENERGY CONVERSION SYSTEMS (WECS)

Section 2601—Definitions

~~For the purposed of this ordinance, certain terms and words are hereby defined.~~

~~Aggregate Project shall mean projects that are developed and operated in a coordinated fashion, but which have multiple entities separately owning one or more of the individual WECS within the larger project. Associated infrastructure such as power lines and transformers that service the facility may be owned by a separate entity but are also part of the aggregate project.~~

~~Commercial WECS shall mean a wind energy conversion system of equal to or greater than 100kWh in total nameplate generating capacity.~~

~~Construction means any clearing of land, excavation, or other action that would adversely affect the natural environment of the site or route but does not include changes needed for temporary use of sites or routes for non-utility purposes, or uses in securing survey or geological data, including necessary borings to ascertain foundation conditions.~~

~~Fall Zone shall mean the area, defined as the furthest distance from the tower base, in which a tower will collapse in the event of a structural failure.~~

~~Feeder Line shall mean any power line that carries electrical power from one or more wind turbines or individual transformers associated with individual wind turbines to the point of interconnection with the project distribution system, in the case of interconnection with the high voltage transmission systems the point of interconnection shall be the substation serving the wind energy conversion system.~~

~~High voltage transmission line means a conductor of electric energy and associated facilities.~~

~~Large electric power facilities mean high voltage transmission lines.~~

~~Meteorological Tower shall mean, for purposes of this regulation, a tower which is erected primarily to measure wind speed and directions plus other data relevant to siting a Wind Energy Conversion System. Meteorological towers do not include towers and equipment used by airports, the South Dakota Department of Transportation, or other applications to monitor weather conditions.~~

~~Person shall mean an individual, partnership, joint venture, private, or public corporation, association, firm, public service company, cooperative, political subdivision, municipal corporation, government agency, public utility district, or any other entity, public or private, however organized.~~

~~Route means the location of a high voltage transmission line between two end points. The route may have a variable width of up to 1.25 miles.~~

~~Rotor Diameter shall mean the diameter of the circle described by the moving rotor blades.~~

~~Rotor Radius shall mean one half (1/2) the diameter of the moving rotor blade.~~

~~Substations shall mean any electrical facility to convert electricity produced by wind turbines to a voltage greater than 35,000 KV for interconnection with high voltage transmission lines.——~~

~~WECS Total Height shall mean the highest point, above ground level, reached by a rotor tip or any other part of the Wind Energy Conversion System.~~

~~WECS Tower shall mean the vertical structures that support the electrical, rotor blades, or meteorological equipment.~~

~~Transmission Line shall mean the electrical power lines that carry voltages of at least 69,000 volts (69 KV), and are primarily used to carry electric energy over medium to long distances rather than directly interconnecting and supplying electric energy to retail customers.~~

~~Utility shall mean any entity engaged in this state in the generation, transmission or distribution of electric energy including, but not limited to, a private investor owned utility, cooperatively owned utility, and a public or municipally utility.~~

~~Small Wind Energy Conversion System shall mean a wind energy conversion system consisting of a Horizontal Axis Wind Turbine (HAWT), a Vertical Axis Wind Turbine (VAWT), which may include a tower, and associated control or conversion electronics, which has a rated capacity of not more than 100 kWh and, which is primarily intended to reduce on-site consumption of utility power.~~

~~Large Wind Energy Conversion System (WECS) shall mean an electrical generating facility comprised of one or more wind turbines and accessory facilities, including but not limited to: power lines, transformers, substations and meteorological towers that operate by converting the kinetic energy of wind into electrical energy. The energy may be used on-site or distributed into the electrical grid.~~

~~Wind Turbines shall mean any piece of electrical generating equipment that converts the kinetic energy of blowing wind into electrical energy using airfoils or similar devices to capture the wind.~~

~~Small Wind Energy Conversion Systems (WECS)~~

~~Section 2602—Intent~~

~~It is the intent of this Section to promote the safe, effective, and efficient use of small wind energy conversion systems installed to reduce the on-site consumption of utility supplied electricity.~~

~~Section 2603—Requirements~~

~~Small wind energy conversion systems shall be considered as a Conditional Use Permit with an exemption provided in 1. i. in this ordinance.~~

~~1.—Requirements as set forth below shall be met:~~

- ~~a. The maximum height of a rooftop mounted WECS, including the turbine blades, is ten (10) feet in height above the roof line of the structure.~~
- ~~b. High Density Rural Residential District (R3) shall allow rooftop mounted WECS only.~~
- ~~c. Moderate Density Rural Residential District (R2) shall allow rooftop mounted WECS only.~~
- ~~d. Low Density Rural Residential District (R1), meeting (or exceeding) district requirement of five (5) acre lots, shall have total WECS height limit of thirty (30) feet.~~
- ~~e. Rural Transitional District (RT) shall allow rooftop mounted WECS only.~~
- ~~f. Planned Unit Development (PUD), meeting (or exceeding) requirement of five (5) acre lots, shall have total WECS height limit of thirty (30) feet.~~
- ~~g. Lakeside Commercial Districts (LC) shall allow rooftop mounted WECS only.~~
- ~~h. Commercial District meeting (or exceeding) district requirements of one (1) acre shall have total WECS height limit of thirty (30) feet with exception provided in Section 2605.~~
- ~~i. The Agriculture District (AG) may qualify for an administrative building permit meeting (or exceeding) district requirement of twenty (20) acre lots and shall have total WECS height limit less than eighty (80) feet. All other WECS in Agriculture District are provided in Section 2605.~~

~~2.—Setbacks~~

- ~~a. No part of the wind system structure may be sited closer to structures, property lines and/or right(s) of way than 1.1 times the height of the wind turbine measured from the ground surface to the tip of the blade when in a fully vertical position.~~

~~3.—Access~~

- ~~a. Tower climbing apparatus located no closer than eight (8) feet from the ground~~
- ~~b. A locking anti-climb device installed on the tower~~
- ~~c. Enclosure of the tower by a fence at least six (6) feet high with locking portals, when climbing apparatus is less than eight (8) feet from the ground.~~

~~4.—Noise~~

- ~~a. Small wind energy systems shall not exceed 55 dBA, measured at the closest point on the closest property line from the base of the system.~~
- ~~b. The noise level may be exceeded during short-term events such as utility outages and/or severe windstorms.~~

~~5.—Approved Wind Turbines~~

- ~~a. Small wind turbines, horizontal-axis wind turbine (HAWT) or a vertical-axis wind turbine (VAWT), must have been approved under the Emerging Technologies program of the California Energy Commission or any other small wind certification program recognized by the American Wind Energy Association.~~

~~6.—Compliance with Building and Zoning Codes~~

- ~~a. Applications for small wind energy conversion systems shall be accompanied by standard drawings of the wind turbine structure, including the tower base, footings and required setbacks.~~
- ~~b. An engineering analysis of the tower showing compliance with all electrical codes of the State of South Dakota certified by a professional engineer licensed and certified in South Dakota shall also be submitted.~~
- ~~c. The manufacturer frequently supplies this analysis.~~

~~7.—Compliance with FAA Regulations~~

- ~~a. Small wind energy conversion systems must comply with applicable FAA regulations, including any necessary approvals for installations close to airports.~~

~~8.—Compliance with National Electrical Code~~

- ~~a. Permit applications for small wind energy conversion systems shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electrical Code.~~
- ~~b. The manufacturer frequently supplies this analysis.~~

~~9. Utility Notification~~

- ~~a. No small wind energy conversion system shall be installed until evidence has been given that the utility company has been informed of the customer's intent to install an interconnected customer-owned generator;~~
- ~~b. Off-grid systems shall be exempt from this requirement.~~

~~10. Warning information~~

- ~~a. Information related to the maximum power output, nominal voltage and maximum current and emergency shut-down procedures for the WECS shall be posted near the base of the tower in a visible location.~~

~~11. Site Reclamation~~

- ~~a. When a small WECS has been condemned or has fallen into obvious disrepair, or has become a violation of some other local, state, or federal law and/or is no longer able to operate or upon earlier termination of operation of the small WECS, the permittee shall have the obligation, at the permittee's sole expense, to dismantle and remove from the site all towers, turbine generators, transformers, overhead and underground cables, foundations, buildings and ancillary equipment within 120 days upon notification from the County.~~
- ~~b. If deemed appropriate, the County may stipulate through the conditional use that the small WECS shall be removed at the owner's expense, upon the rezoning of the subject property to a zoning classification in which wind energy systems are not allowed as either a permitted use or a conditional use.~~

~~12. Federal and State Requirements~~

- ~~a. All WECS shall meet or exceed standards and regulations of the Federal Aviation Administration and South Dakota State Statutes and any other agency of federal or state government with the authority to regulate WECS.~~

Large or Commercial Wind Energy Conversion Systems (WECS)

Section 2604—Intent

~~It is the intent of this Section to promote the safe, effective, and efficient use of commercial/utility grade wind energy systems within Yankton County.~~

Section 2605—Requirements

~~Large or Commercial wind energy conversion systems shall be permitted as a Conditional Use Permit in the Agricultural District (AG) and in the Commercial District (C) only. Certain requirements as set forth below shall be met:~~

~~1.—Applicability~~

~~The requirements of these regulations shall apply to all WECS facilities, including private facilities, with a single tower height of greater than eighty (80) feet, rated capacity of more than 100 kWh and used primarily for off-site consumption of power.~~

~~2.—Federal and State Requirements~~

~~All WECS shall meet or exceed standards and regulations of the Federal Aviation Administration and South Dakota State Statutes and any other agency of federal or state government with the authority to regulate WECS.~~

~~3.—Mitigation Measures~~

- ~~a.—Site Clearance. The permittees shall disturb or clear the site only to the extent necessary to assure suitable access for construction, safe operation, and maintenance of the WECS.~~
- ~~b.—Topsoil Protection. The permittees shall implement measures to protect and segregate topsoil from subsoil in cultivated lands unless otherwise negotiated with the affected landowner.~~
- ~~c.—Compaction. The permittees shall implement measures to minimize compaction of all lands during all phases of the project's life and shall confine compaction to as small an area as practicable.~~
- ~~d.—Livestock Protection. The permittees shall take precautions to protect livestock during all phases of the project's life.~~
- ~~e.—Fences. The permittees shall promptly replace or repair all fences and gates removed or damaged during all phases of the project's life unless otherwise negotiated with the affected landowner.~~
- ~~f.—Roads: Public Roads. Prior to commencement of construction, the permittees shall identify all state, county or township "haul roads" that will be used for the WECS project and shall notify the state, county or township governing body having jurisdiction over the roads to determine if the haul roads identified are acceptable. The governmental body shall be given adequate time to inspect the haul roads prior to use of these haul roads. Where practical, existing roadways shall be used for all activities associated with the WECS. Where practical, all-weather roads shall be used to deliver concrete, turbines, towers, assemble nacelles and all other heavy components to and from the turbine sites. The permittees shall, prior to the use of approved haul roads, make satisfactory written agreements with the appropriate state, county or township governmental body having jurisdiction over approved haul roads for construction of the WECS for the maintenance and repair of the haul roads that will be subject to extra wear and tear due to transportation of equipment and WECS components. The permittees shall provide the County Zoning Administrator with such written agreements.~~

~~Turbine Access Roads. Construction of turbine access roads shall be minimized. Access roads shall be low profile roads so that farming equipment can cross them and shall be covered with material that meets or exceeds South Dakota D.O.T. specifications for aggregate base course. When access roads are constructed across streams and drainage ways, the access roads shall be designed in a manner so runoff from the upper portions of the watershed can readily flow to the lower portion of the watershed.~~

~~Private Roads. The permittees shall promptly repair private roads or lanes damaged when moving equipment or when obtaining access to the site, unless otherwise negotiated with the affected landowner.~~

~~Control of Dust. The permittees shall utilize all reasonable measures and practices of construction to control dust.~~

~~4. Soil Erosion and Sediment Control Plan~~

~~The permittees shall develop a Soil Erosion and Sediment Control Plan prior to construction and submit the plan to the County Zoning Administrator. The Soil Erosion and Sediment Control Plan shall address the erosion control measures for each project phase, and shall at a minimum identify plans for grading, construction and drainage of roads and turbine pads; necessary soil information; detailed design features to maintain downstream water quality; a comprehensive re-vegetation plan to maintain and ensure adequate erosion control and slope stability and to restore the site after temporary project activities; and measures to minimize the area of surface disturbance. Other practices shall include containing excavated material, protecting exposed soil, stabilizing restored material, and removal of silt fences or barriers when the area is stabilized. The plan shall identify methods for disposal or storage of excavated material. A storm water runoff permit, if required, shall be obtained from the South Dakota D.E.N.R.~~

~~5. Setbacks~~

- ~~a. Wind turbines shall meet the following minimum spacing requirements:
 - ~~i. Distance from existing off-site residences, business and public buildings shall be one thousand three hundred and twenty feet (1,320) feet. Distance from on-site or lessor's residence shall be one thousand (1,000) feet.~~
 - ~~ii. Distance from right-of-way (ROW) of public roads shall be 500 feet or one point one (1.1) times the height of the wind turbines depending upon which is greater, measured from the ground surface to the tip of the blade when in a fully vertical position.~~
 - ~~iii. Distance from any property line shall be 500 feet or one point one (1.1) times the height of the wind turbines depending upon which is greater, measured from the ground surface to the tip of the blade when in a fully~~~~

~~vertical position unless wind easement has been obtained from adjoining property owner.~~

~~6.—Electromagnetic Interference~~

~~The permittees shall not operate the WECS so as to cause microwave, television, radio, or navigation interference contrary to Federal Communications Commission (FCC) regulations or other law. In the event such interference is caused by the WECS or its operation, the permittees shall take the measures necessary to correct the problem.~~

~~7.—Lighting~~

~~Towers shall be marked as required by the Federal Aviation Administration (FAA). There shall be no lights on the towers other than what is required by the FAA. This restriction shall not apply to infrared heating devices used to protect the monitoring equipment.~~

~~8.—Access~~

- ~~a.—Tower climbing apparatus shall be located no closer than twelve (12) feet from the ground unless locking anti-climb device is installed on the tower.~~

~~9.—Turbine Spacing~~

~~The turbines shall be spaced no closer than three (3) rotor diameters (RD) measurement of blades tip to tip. If required during final micro-siting of the turbines to account for topographic conditions, up to 10 percent of the towers may be sited closer than the above spacing but the permittees shall minimize the need to site the turbines closer.~~

~~10. Footprint Minimization~~

~~The permittees shall design and construct the WECS to minimize the amount of land that is impacted by the WECS. Associated facilities in the vicinity of turbines such as electrical/electronic boxes, transformers, and monitoring systems shall to the greatest extent feasible be mounted on the foundations used for turbine towers or inside the towers unless otherwise negotiated with the affected landowner.~~

~~11. Electrical Cables~~

~~The permittees shall place electrical lines, known as collectors and communication cables underground when located on private property. Collectors and cables shall also be placed within or immediately adjacent to the land necessary for turbine access roads unless otherwise negotiated with the affected landowner. This paragraph does not apply to feeder lines.~~

~~12. Feeder Lines~~

~~The permittees shall place overhead electric lines, known as feeders, on public rights-of-way if a public right-of-way exists. Changes in routes may be made as long as feeders remain on public rights-of-way and approval has been obtained from the governmental unit responsible for the affected right-of-ways. If no public right-of-way exists, the permittees may place feeders on private property. When placing feeders on private property, the permittees shall place the feeder in accordance with the easement negotiated with the affected landowner. The permittees shall submit the site plan and engineering drawings for the feeder lines before commencing construction.~~

~~13. Decommissioning/Restoration/Abandonment/Removal Bond~~

~~a. Decommissioning Plan~~

~~Within 120 days of completion of construction, the permittees shall submit to the County Zoning Administrator a decommissioning plan describing the manner in which the permittees anticipate decommissioning the project in accordance with the requirements of paragraph (b) below. The plan shall include a description of the manner in which the permittees will ensure that it has the financial capability to carry out these restoration requirements when they go into effect. The permittees shall ensure that it carries out its obligation to provide for the resources necessary to fulfill these requirements. The County Zoning Administrator may at any time request the permittees to file a report with the County Zoning Administrator describing how the permittees are fulfilling this obligation.~~

~~b. Site Restoration~~

~~Upon expiration of this permit, or upon earlier termination of operation of the WECS, the permittees shall have the obligation to dismantle and remove from the site all towers, turbine generators, transformers, overhead and underground cables, foundations, buildings, and ancillary equipment to a depth of four feet. To the extent possible, the permittees shall restore and reclaim the site to its pre-project topography and topsoil quality. All access roads shall be removed unless written approval is given by the affected landowner requesting that one or more roads, or portions thereof, be retained. Any agreement for removal to a lesser depth or for no removal shall be recorded with the County Zoning Administrator which shall show the locations of all such foundations. All such agreements between the permittees and the affected landowner shall be submitted to the County Zoning Administrator prior to completion of restoration activities. The site shall be restored in accordance with the requirements of this condition within eighteen (18) months after expiration.~~

~~e.—Abandoned Turbines~~

~~The permittees shall advise the County Zoning Administrator of any turbines that are abandoned prior to termination of operation of the WECS. The County Zoning Administrator may require the permittees to decommission any abandoned turbine.~~

~~d.—Performance Security~~

~~The Applicant and the owner of record of any proposed large or commercial Wind Energy Conversion System property site shall, at its cost and expense, be jointly required to execute and file with the County a bond, or other form of security acceptable to the County as to type of security and the form and manner of execution, in an amount of at least two (2) percent of the cost of the aggregate project for a WECS and with such sureties as are deemed sufficient by the County to assure the faithful performance of the terms and conditions of this Ordinance and conditions of any Conditional Use Permit issued pursuant to this Ordinance. The full amount of the bond or security shall remain in full force and effect throughout the term of the Conditional Use Permit and/or until any necessary site restoration is completed to restore the site pursuant to 9(a) (above.)~~

~~14. Height from Ground Surface~~

~~The minimum height of blade tips, measured from ground surface when a blade is in fully vertical position, shall be twenty five (25) feet.~~

~~15. Towers~~

- ~~a.—Color and Finish. The finish of the exterior surface shall be non-reflective and non-gloss.~~
- ~~b.—All towers shall be singular tubular design.~~

~~16. Noise~~

~~Noise level shall not exceed 60 dB, including constructive interference effects, measured at the closest point on the closest property line from the base of the system.~~

~~17. Permit Expiration~~

~~All permits shall become void if no substantial construction has been completed within three (3) years of issuance.~~

~~18. Required Information for Permit~~

- ~~a.—Boundaries of the site proposed for WECS and associated facilities on United States Geological Survey Map or other map as appropriate.~~
- ~~b.—Map of easements for WECS.~~
- ~~c.—Map of occupied residential structures, businesses, and public buildings within a 2-mile radius.~~

- ~~d. Map of sites for WECS, access roads and utility lines.~~
- ~~e. Location of other WECS in general area.~~
- ~~f. Project schedule.~~
- ~~g. Mitigation measures.~~

19. ~~Technical Issues and Expert Review~~

~~WECS and equipment facilities may involve complex technical issues that require review and input that is beyond the expertise of County staff. The Zoning Administrator, Planning Commission, Board of Adjustment, and/or the County Commission may require the applicant to pay reasonable costs for a third party technical study of a proposed facility. Selection of expert(s) to review will be at the sole discretion of the County.~~

Section 2601 Purpose

Purpose - It is the purpose of this Article to outline the requirements Yankton County has for wind energy conversion systems (WECS).

Small Wind Energy Conversion Systems (SWECS)

Section 2603 Intent

It is the intent of this Section to promote the safe, effective, and efficient use of small wind energy conversion systems (SWECS) installed to reduce the on-site consumption of utility supplied electricity.

Section 2605 Performance Standards

SWECS shall be considered as a Conditional Use Permit with an exemption provided in the Agricultural District, noted in A(i) below. The following provisions shall apply to all SWECS less than fifty (50) kilowatts alternating current (AC).

Design Requirements.

- A. Height and zoning restrictions as set forth below shall be met:
 - a. The maximum height of a rooftop mounted SWECS, including the turbine blades, is ten (10) feet in height above the roof line of the structure.
 - b. **High Density** Rural Residential District (R3) shall allow rooftop mounted SWECS only.
 - c. **Moderate Density** Rural Residential District (R2) shall allow rooftop mounted SWECS only.
 - d. **Low Density** Rural Residential District (R1), meeting (or exceeding) district requirement of five (5) acre lots, shall have total SWECS height limit of forty (40) feet.
 - e. **Rural Transitional** District (RT) shall allow rooftop mounted SWECS only.
 - f. **Planned Unit Development** (PUD), meeting (or exceeding) requirement of five

- (5) acre lots, shall have total SWECS height limit of forty (40) feet.
- g. **Lakeside Commercial** Districts (LC) shall allow rooftop mounted SWECS only.
 - h. **Commercial** District meeting (or exceeding) district requirements of one (1) acre shall have total SWECS height limit of forty (40) feet with exception provided in Section 2605.
 - i. The **Agricultural** District (AG) qualifies for an administrative building permit. The total SWECS height limit is thirty-five (35) feet for lots up to five (5) acres. Lots greater than five (5) acres receive an additional six and one-half (6.5) feet for each additional acre over five (5) acres not to exceed a total SWECS height limit of one hundred thirty-five (135) feet.
- B. **Setbacks**
No part of the wind system structure may be sited closer to property lines and/or right(s)-of-way than 1.1 times the height of the wind turbine measured from the ground surface to the tip of the blade when in a fully vertical position.
- C. **Access**
Enclosure of the tower by a fence at least six (6) feet high with locking portals, when climbing apparatus is less than eight (8) feet from the ground.
- D. **Noise**
 - a. Noise level shall not exceed forty-five (45) dBA, including constructive interference effects, measured at the closest point on the closest non-participating property line from the base of the system. The noise level shall not exceed 35 dBA at the nearest non-participating residence.
 - b. The noise level may be exceeded during short-term events such as utility outages and/or severe windstorms.
- E. **Compliance with Building and Zoning Codes**
Applications for small wind energy conversion systems shall be accompanied by standard manufacturers' drawings of the wind turbine structure, including the tower base, footings and required setbacks.
- F. **Compliance with Federal Aviation Administration (FAA) Regulations**
Small wind energy conversion systems must comply with applicable FAA regulations, including any necessary approvals for installations close to airports.
- G. **Compliance with National Electrical Code**
All small wind energy systems shall comply with requirements per the current adopted edition of the National Electric Code (NEC).
- H. **Utility Notification**
 - a. No small wind energy conversion system shall be installed until evidence has been given that the utility company has been informed of the customer's intent to install an interconnected customer-owned generator.
 - b. Off-grid systems shall be exempt from this requirement.
- I. **Warning Information**
Information related to the maximum power output, nominal voltage and maximum current and emergency shut-down procedures for the SWECS shall be posted near the base of the tower in a visible location.
- J. **Site Reclamation**
 - a. When a SWECS has been condemned or has fallen into obvious disrepair or has

become a violation of some other local, state, or federal law and/or is no longer able to operate, the permittee shall have the obligation, at the permittee's sole expense, to dismantle and remove from the site all towers within 120 days upon notification from the County.

- b. If deemed appropriate, the County may stipulate through the conditional use that the small SWECS shall be removed at the owner's expense, upon the rezoning of the subject property to a zoning classification in which wind energy systems are not allowed as either a permitted use or a conditional use.

Conditional Use Permit Application Requirements for SWECS.

The following information shall be submitted for the consideration of a SWECS Conditional Use Permit:

- A. The applicants', owners', managers', management company's or similar entities' name, address and telephone number.
- B. A legal description of the site(s) and proposed 911 address(es) for the location(s).
- C. Site diagram(s) depicting:
 - a. boundary of entire area included in permit, showing project acreage and property lines
 - b. location of existing area structures and their distances from the project to illustrate all Facility Setback Requirements are met
 - c. schematic location of wind towers, collector and feeder lines, electrical transmission lines and electrical interconnection points with the utility grid
 - d. proposed property and ROW setbacks of all structures from the exterior boundaries
 - e. fencing, lighting and signage locations
 - f. location and purpose of any existing underground pipelines and utility easements
- D. Federal Aviation Administration requirements, if applicable
- E. Utility notification confirmation

Such other information deemed relevant and necessary by the Zoning Administrator.

Large Wind Energy Conversion Systems (LWECS)

Section 2613 Intent

It is the intent of this Section to promote the safe, effective, and efficient use of commercial/utility grade wind energy systems within Yankton County.

Section 2615 Performance Standards

Large wind energy conversion systems (LWECS) with a rated capacity of 50 kW or more and tied to the public electrical grid for off-site consumption of power shall be permitted as a Conditional Use Permit in the Agricultural District (AG) and in the Commercial District (C) only. Certain requirements as set forth below shall be met.

Design Requirements.

A. Federal and State Requirements

All LWECS shall meet or exceed standards and regulations of the Federal Aviation Administration, South Dakota State Statutes and any other agency of federal or state government with the authority to regulate LWECS.

B. Mitigation Measures

- a. **Site Clearance.** The permittees shall disturb or clear the site only to the extent necessary to assure suitable access for construction, safe operation, and maintenance of the LWECS.
- b. **Soil erosion/sedimentation.** The permittees shall develop a Soil Erosion and Sediment Control Plan prior to construction and submit the plan to the County Zoning Administrator. The Soil Erosion and Sediment Control Plan shall address the erosion control measures for each project phase and shall at a minimum identify plans for grading, construction and drainage of roads and turbine pads; necessary soil information; detailed design features to maintain downstream water quality; a comprehensive re-vegetation plan to maintain and ensure adequate erosion control and slope stability and to restore the site after temporary project activities; and measures to minimize the area of surface disturbance. Other practices shall include containing excavated material, protecting exposed soil, stabilizing restored material, and removal of silt fences or barriers when the area is stabilized. The plan shall identify methods for disposal or storage of excavated material. A storm water runoff permit, if required, shall be obtained from the South Dakota D.A.N.R. ~~All construction roadwork and site development work must meet national pollutant discharge elimination system (NPDES) permit requirements.~~
- c. **Compaction.** The permittees shall implement measures to minimize compaction of all lands during all phases of the project's life and shall confine compaction to as small an area as practicable.
- d. **Livestock Protection.** The permittees shall take precautions to protect livestock during all phases of the project's life.
- e. **Fences.** The permittees shall promptly replace or repair all fences and gates removed or damaged during all phases of the project's life unless otherwise negotiated with the affected landowner.
- f. **Drain Tile.** The permittees shall obtain maps of all known drain tile installations and, with the approval of the landowner, the permittees shall utilize construction methods that minimize the impacts to existing tile systems. The permittees are responsible for any damage.

C. Lighting

Towers shall be marked as required by the Federal Aviation Administration (FAA). There shall be no lights on the towers other than what is required by the FAA. This restriction shall not apply to infrared heating devices used to protect the monitoring equipment. The preferred manner of lighting is by means of an Aircraft Detection Lighting System (ADLS). Subject to FAA approval, applicants will install an ADLS within one (1) year of approval by FAA for the specified

project. In the event FAA does not approve an ADLS system, the applicant will comply with all lighting and markings otherwise required by FAA.

D. Access

Tower climbing apparatus shall be located no closer than twelve (12) feet from the ground unless locking anti-climb device is installed on the tower.

E. Tower Height Limit

Total tower height shall not exceed six hundred (600) feet.

F. Turbine Spacing

The turbines shall be spaced no closer than three (3)-rotor diameters (RD) measurement of blades tip to tip. If required during final micro siting of the turbines to account for topographic conditions, up to 10 percent of the towers may be sited closer than the above spacing but the permittees shall minimize the need to site the turbines closer.

G. Footprint Minimization

The permittees shall design and construct the LWECS to minimize the amount of land that is impacted by the LWECS. Associated facilities in the vicinity of turbines such as electrical/electronic boxes, transformers, and monitoring systems shall to the greatest extent feasible be mounted on the foundations used for turbine towers or inside the towers unless otherwise negotiated with the affected landowner.

H. Electrical Cables

The permittees shall place electrical lines, known as collectors and communication cables underground when located on private property. Collectors and cables shall also be placed within or immediately adjacent to the land necessary for turbine access roads unless otherwise negotiated with the affected landowner. The depth must be approved by the landowner and location recorded on the filed easement. This paragraph does not apply to feeder lines.

I. Feeder Lines

The permittees shall place overhead electric lines, known as feeders, on public rights-of-way if a public right-of-way exists. Changes in routes may be made as long as feeders remain on public rights-of-way and approval has been obtained from the governmental unit responsible for the affected right-of-ways. If no public right-of-way exists, the permittees may place feeders on private property. When placing feeders on private property, the permittees shall place the feeder in accordance with the easement negotiated with the affected landowner. The depth must be approved by the landowner and location recorded on the filed easement. The permittees shall submit the site plan and engineering drawings for the feeder lines before commencing construction. Electric lines installed with LWES should not be subject to Eminent Domain.

J. Height from Ground Surface

The minimum height of blade tips, measured from ground surface when a blade is in fully vertical position, shall be thirty (30) feet.

K. Color and Finish

The finish of the exterior surface shall be non-reflective and non-gloss.

L. Noise

Noise level shall not exceed 45 dBA, average A-weighted sound pressure including constructive interference effects, measured at the closest point on the closest non-participating property line from the base of the system. The noise level shall not exceed ~~35~~ 40 dBA average A-weighted sound pressure at the nearest non-participating residence.

Facility Setback Requirements.

LWECS shall be located no closer than the following regulations prescribe. The applicant(s) of a LWECS may request the required setback to any category listed in the table below be lessened. This request shall only be approved after the applicant obtains signed waivers from all property owners within the setback distance. Any authorized person, business or governmental entity that is within the setback distance may waive the setback distance. The written waiver(s) shall be permanently attached to the approved conditional use permit and shall be filed as a permanent encumbrance against the legally described parcel(s) for which the waiver is granted.

<i>LWECS Facility Setback Chart</i>		<i>Feet</i>
Residence, active church, business, schools and game production areas	Participating	1.5 times total height
	Non-participating	2 miles
Municipalities		2 miles
Lakes, Rivers and streams		1 mile
Right-of-way line (ROW)		1.5 times total height
Property line	Participating	1.5 times total height
	Non-participating	2 miles
Pipelines and Utility infrastructure		1.5 times total height

TBD

Agreements and Studies.

A. Electromagnetic Interference

The permittees shall not operate the LWECS so as to cause microwave, television, radio, or navigation interference contrary to Federal Communications Commission (FCC) regulations or other law. In the event such interference is caused by the LWECS or its operation, the permittees shall take the measures necessary to correct the problem.

B. Flicker Analysis

A Flicker Analysis shall include the duration and location of flicker potential for all schools, churches, businesses and dwellings within a two (2) mile radius of each turbine within a project. The applicant shall provide a site map identifying the locations of shadow flicker that may be caused by the project and the expected durations of the flicker at these locations from sun-rise to sun-set over the course

of a year. The analysis shall account for topography but not for obstacles such as accessory structures and trees. Flicker at any receptor shall not exceed thirty (30) hours per year within the analysis area. A Shadow Flicker Control System shall be installed upon all turbines which will cause a shadow effect upon an occupied residential dwelling. Exception: The Board of Adjustment may allow for a greater amount of flicker than identified above if the participating or non-participating landowners agree to said amount of flicker. If approved, such agreement shall be permanently attached to the approved conditional use permit and shall be filed as a permanent encumbrance against the legally described parcel(s) for which the waiver is granted.

C. Endangered Species, Wetlands and Migration Analysis

Applicant must submit an inventory of any existing endangered wildlife, flora and fauna species and biologically sensitive areas and meet all South Dakota Department of Agricultural and Natural Resources (SD DANR) and South Dakota Game, Fish and Parks (SD GF&P) requirements. Applicant must examine landscape levels of key wildlife habitats, migration corridors, staging/concentration areas and breeding/brood-rearing areas to help develop general siting strategies. Applicant must situate turbines so they do not interfere with wildlife movement corridors and staging areas.

D. Road Maintenance Agreements

- a. *Public Roads.* Prior to commencement of construction and for any future LWECS repairs, the permittees shall identify all state, county or township “haul roads” that will be used for the LWECS project and shall notify the state, county or township governing body having jurisdiction over the roads to determine if the haul roads identified are acceptable. The governmental body shall be given adequate time to inspect the haul roads prior to use of these haul roads. Where practical, existing roadways shall be used for all activities associated with the LWECS. Where practical, all-weather roads shall be used to deliver concrete, turbines, towers, assemble nacelles and all other heavy components to and from the turbine sites. The turn radius for vehicles must be a consideration. The permittees shall, prior to the use of approved haul roads, make satisfactory written agreements with the appropriate state, county or township governmental body having jurisdiction over approved haul roads for construction of the LWECS for the maintenance and repair of the haul roads that will be subject to extra wear and tear due to transportation of equipment and LWECS components. These written agreements shall include all subcontractors. The permittees shall provide the County Zoning Administrator with such written agreements.
- b. *Turbine Access Roads.* Construction of turbine access roads shall be minimized. Access roads shall be low profile roads so that farming equipment can cross them and shall be covered with material that meets or exceeds South Dakota D.O.T. specifications for aggregate base course. When access roads are constructed across streams and drainage-ways, the access roads shall be designed in a manner so runoff from the upper portions of the watershed can readily flow to the lower portion of the watershed. The permittee(s) shall conduct hydrology studies and obtain all applicable permits including a Yankton County Drainage Board if

- required.
- c. *Private Roads.* The permittees shall obtain a written agreement for use of private roads following the guidelines for Public Roads above. The permittees shall promptly repair private roads or lanes damaged when moving equipment or when obtaining access to the site, unless otherwise negotiated with the affected landowner.
- d. *Control of Dust.* The permittees shall utilize all reasonable measures and practices of construction to control dust including the use of dust palliatives.
- E. **Power Purchase Agreement**
If the applicant has an executed power purchase agreement at the time of application, the applicant shall provide with the application either such agreement, or at the applicant's discretion, an affidavit of non-confidential information regarding such agreement.
- F. **Technical Issues and Expert Review**
LWECS and equipment facilities may involve complex technical issues that require review and input that is beyond the expertise of County staff. The Zoning Administrator, Planning Commission, Board of Adjustment, and/or the County Commission may require the applicant to pay reasonable costs for a third party technical study of a proposed facility. Selection of expert(s) to review will be at the sole discretion of the County.
- G. **Noise Study Post Construction**
Requires wind farm developers to provide a post-construction certification that the project complies with the applicable codes, industry standards and ordinance requirements. A licensed, certified noise consultant shall conduct the study.

Decommissioning

- A. *Plan:* All applicants for a conditional use permit shall provide, with their site plan submission, a decommissioning plan.
 - a. The plan shall specify the procedure by which the applicant or its successor will remove all above-ground structures (including equipment, fencing, roads) and foundations) down to a depth of four (4) feet below grade and restore the area to its pre-construction condition. Removal of access roads, gates and fences will be at the discretion of the landowner. Any agreement for removal to a lesser depth shall be filed as a permanent encumbrance against the legally described parcel(s) for which the waiver is granted.
 - b. Disposal of structure and/or foundations shall meet the provisions and regulations of the South Dakota Department of Agriculture and Natural Resources (SD DANR) or the United States Environmental Protection Agency.
 - c. The plan will set forth a timeline for completing decommissioning once it is commenced.
- B. *Cost Estimate:*
 - a. The decommissioning plan shall include a decommissioning cost estimate prepared by a licensed professional engineer. The cost estimate will include a proposed timeline, not to exceed two (2) years, for completing the decommissioning process.

- b. The cost estimate shall provide the estimated cost of and schedule for decommissioning in accordance with the decommissioning plan and any other applicable conditions set by the County.
- c. The cost estimate and schedule above will be reviewed and analyzed by a third-party engineer of the County's choosing. The applicant or its successor shall compensate the County for any third-party review and analysis by an engineer of the initial cost estimate.
- d. The applicant or its successor shall update the decommissioning cost and schedule every five (5) years following approval of the conditional use permit and compensate the County for any review and analysis of each cost estimate and schedule revision by a licensed professional engineer.

C. *Financial Resources:*

- a. Fifty percent (50%) of the estimated decommissioning cost will be placed into an escrow account held by the County at the beginning of the LWECS construction phase. The balance of the decommissioning cost estimate will be guaranteed with a surety bond so as to cover one hundred percent (100%) of the estimated decommission costs.
- b. Each year after the beginning of the LWECS construction phase, the applicant or its successor will contribute an additional five percent (5%) of the most current cost estimate to the escrow account, allowing for the reduction of the surety bond by the same percentage not the obligation, to undertake decommissioning financed by the financial agreement required for a conditional use permit.
- c. Should the five-year (5) updated cost estimate increase, the applicant or its successor will increase the required escrow and surety bond combination as outlined above to meet the percentages for the given year. Amounts may be reduced, at the discretion of the County, if an updated cost estimate shows a decrease from the previous cost estimate.
- d. The County will credit interest to the escrow account.

D. *Notice to County:* The applicant or its successor shall provide six (6) months' written notice to the Zoning Administrator that it intends to commence the decommissioning process.

E. *Termination of Use:*

- a. Decommissioning of turbines must occur in the event the LWECS is not in use for six (6) consecutive months. At this time the applicant or its successor and/or land owner will have six (6) months to complete decommissioning in full accordance with the decommissioning plan.
- b. If the applicant or its successor and/or land owner fail to decommission the LWECS within six (6) months following commencement of decommissioning, the County has the right, but not the obligation, to undertake decommissioning financed by the financial agreement required for a conditional use permit. If the applicant or its successor, or the County incurs expenses in excess of the funds available for decommissioning, the County has the right to file a deficiency judgement against the land on which the LWECS stands. This deficiency judgment will be treated as a tax lien against the land and the landowner at the

time decommissioning is complete. This tax lien will become due and payable in the year the deficiency is incurred by the County.

- c. The county is granted the right to seek injunctive relief to effect and complete decommissioning, as well as to seek reimbursement from the applicant or its successor or the landowner for decommissioning costs against any real estate owned by applicant or its successor, or the landowner in which they have an interest and to take all steps allowed by law to enforce said lien. NOTE: The land owner is ultimately responsible and could have a Lien placed on their property should the applicant or its successor fail to fully remunerate the costs of decommissioning.
- F. *Liability insurance:* The applicant or its successor shall obtain and hold a general liability policy covering bodily injury and property damage and name Yankton County as an additional insured with limits of at least five million dollars (\$5,000,000.00) per occurrence and ten million dollars (\$10,000,000.00) in the aggregate with a deductible of no more than fifty thousand dollars (\$50,000.00). The applicant or its successor must provide proof of insurance to the Zoning Administration prior to construction.
- G. *Indemnity:* Applicant or its successor shall hold the County and its officers and employees harmless from claims made by applicant or its successor and third parties for damages sustained or costs incurred resulting from said LWECS project. The Applicant or its successor shall indemnify the County and its officers and employees for all costs, damages or expenses that the County may pay or incur in consequence of such claims, including attorney fees. Third parties shall have no recourse against the County under this agreement.

Conditional Use Permit Application Requirements.

The following information shall be submitted for the consideration of a LWECS Conditional Use Permit:

- A. The applicants', owners', managers', management company's or similar entities' name, address and telephone number.
- B. A legal description of the site(s) and proposed 911 address(es) for the location(s).
- C. Site diagram(s) depicting:
 - a. boundary of entire area included in permit, showing project acreage and property lines of all participating and non-participating land owners
 - b. location of existing area structures and their distances from the project to illustrate all Facility Setback Requirements are met
 - c. points of access from public road ways
 - d. topography with contours at intervals of two (2) feet showing surface water drainage patterns
 - e. schematic location of wind towers, collector and feeder lines, electrical transmission lines and electrical interconnection points with the utility grid
 - f. internal access and maintenance roads and other accessory structures associated with the LWECS
 - g. proposed property and ROW setbacks of all structures from the exterior boundaries

- h. fencing, lighting and signage locations
 - i. location and purpose of any existing underground pipelines, utility easements and farmland tile drainage systems
 - D. Soil erosion and sediment control plan during construction
 - E. Federal Aviation Administration requirements, if applicable
 - F. Flicker Study Analysis
 - G. Inventory of endangered species and wetlands
 - H. A signed Roadway Maintenance and Haul Agreement with State, County, and/or Township authority approval
 - I. Power Purchase Agreement
 - J. Any third-party technical studies requested by the County
 - K. Noise study post construction (attached to the CUP after completed)
 - L. Decommissioning plan
 - M. Liability insurance policy
 - N. Indemnification of County and its officers and employees
- Such other information deemed relevant and necessary by the Zoning Administrator.

Permit Expiration

All permits shall become void if no substantial construction has been completed within three (3) years of issuance.

Section 2917 Conditional Use Permit for an LWECS Not Permitted if Applicant Applies for the Permit for the Purpose of Selling, Transferring, or Brokering.

The Board of Adjustment shall not grant a Conditional Use Permit for an LWECS if the applicant is applying for the Permit for the purpose of selling, transferring, or brokering the Permit.

For the purposes of this Ordinance, any sale or transfer of the Permit from the applicant to any other person or entity within five (5) years of the date that the Permit is issued shall be considered to be prima facie evidence that such Permit was obtained for the purpose of selling, transferring or brokering the Permit; **except that no transfer to an affiliated or subsidiary entity of the applicant, or its parent company, or to a third party with which applicant has entered into a Power Purchase Agreement will be considered a sale or transfer of the permit under this section.** The Board of Adjustment may hear and grant exceptions to this rule in the case of unforeseen life events that may force the sale of an operation.

Any evidence that is presented by any person that any Building Permit and/or Conditional Use Permit for an LWECS was sought for the purpose of selling, transferring, or brokering the Permit shall be considered by the Zoning Administrator, Planning Commission, and/or Board of Adjustment in considering a new application for Conditional Use Permit. It may be the basis for a denial or revocation of the application, building permit, and/or a conditional use permit by the Board of Adjustment.

Yankton County Planning Commission
Yankton County Board of Adjustment

Date filed: 7/25/2024

Applicant

Jaton - PLAT

District type: AG R1-Low R2-Moderate R3-High C-Comm.
 LC – Lakeside Commercial RT-Rural Transitional

Variance needed:

Section 513 (4) – Existing Farmstead/Home Section 515 Section 705
 Section 715 Section 805
 Other 605

North Side/ Yard lot line: ____ feet or no closer than ____ feet to the ____ lot line.

East Side / Yard lot line: ____ feet or no closer than ____ feet to the ____ lot line.

South Side / Yard lot line: ____ feet or no closer than ____ feet to the ____ lot line.

West Side / Yard lot line ____ feet or no closer than ____ feet to the ____ lot line.

Accessory Building Size allowed:

Proposed building size:

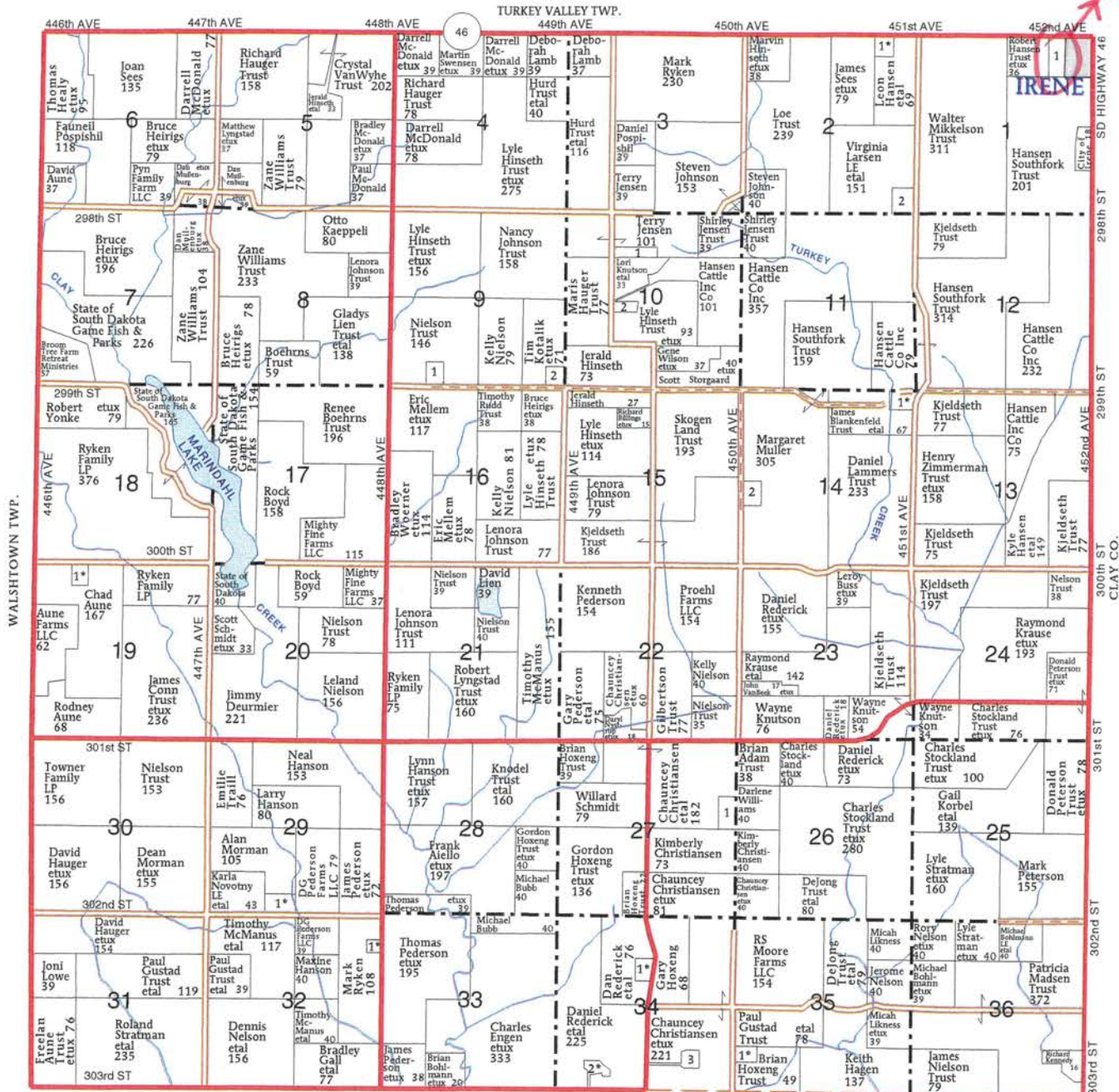
Proposed sidewall height:

Affects Section:

NOTE:

A Replat of Jaton Tract 1, in the NW1/4 of the NE1/4 of Section 1, T95N, R54W of the 5th P.M., Yankton County, South Dakota, Hereafter to be known as:
Jaton Tract 2 in the NW1/4 of the NE1/4 of Section 1, T95N, R54W of the 5th P.M., Yankton County, South Dakota

(Landowners)



VOLIN TWP.

MARINDAHL TOWNSHIP

SECTION 1

1 IRENE COMMUNITY SERVICE GROUP INC 15

SECTION 2

1 HANSEN, DALLAS ETUX 8
2 HANSEN CATTLE CO INC 7

SECTION 9

1 STONE, JANICE 8
2 PETERSON, GAIL 8

SECTION 10

1 EIDE, GREGORY 15
2 FAGERHAUG, CLAIR 6

SECTION 14

1 BLANKENFELD TRUST, JAY ETAL 10
2 POKORNEY, DEBRA 7

SECTION 19

1 SCHNABEL, JEFFREY ETUX 10

SECTION 27

1 WILLIAMS, DARLENE 11

SECTION 29

1 MORMAN, DEAN ETUX 10

SECTION 32

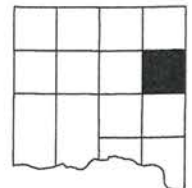
1 COOKE, GENE ETUX 6

SECTION 34

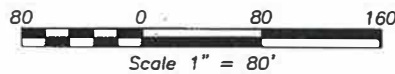
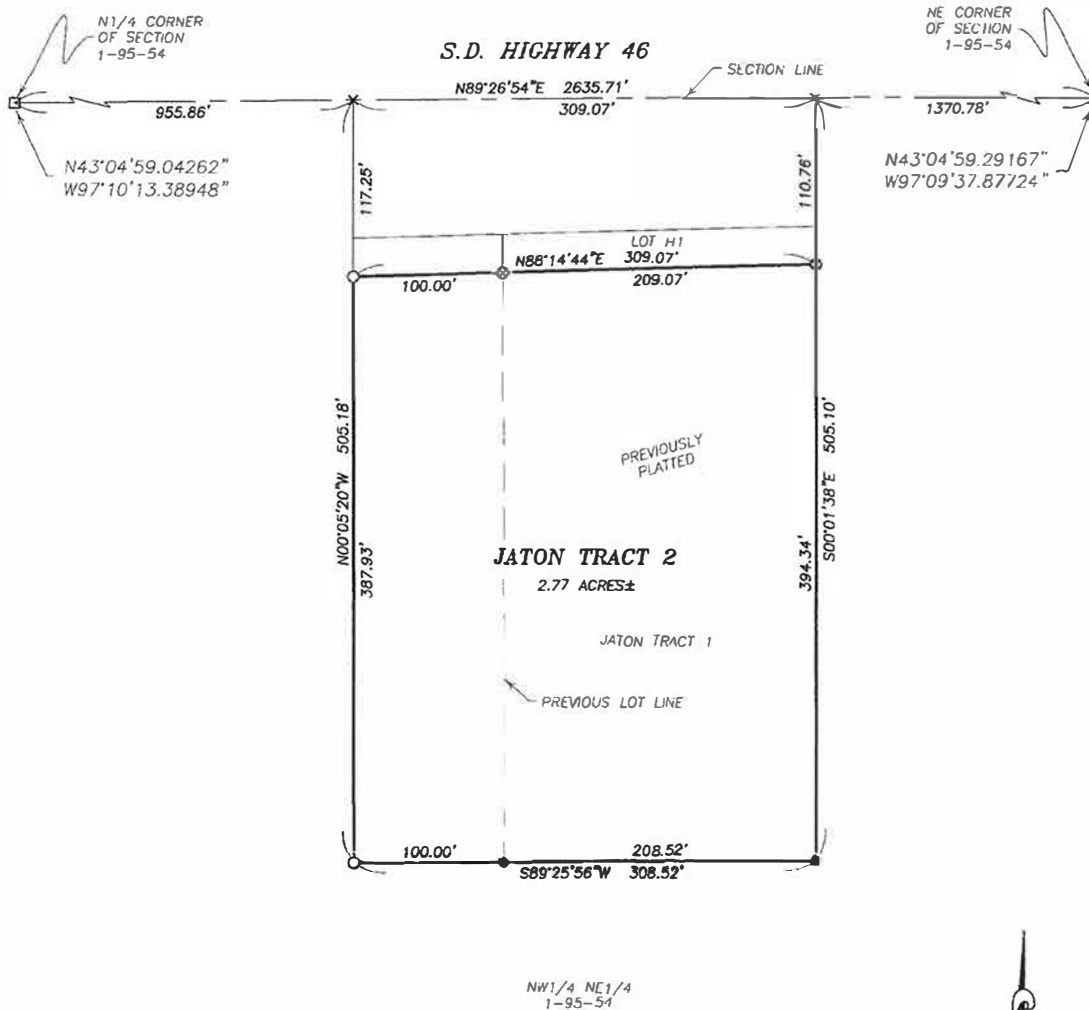
1 HAUCK, BRIAN ETUX 11
2 SLASON, STILLMAN ETUX 11
3 BECKER, SCOTT 7

SECTION 35

1 LIBBY, KARL ETUX 10



A REPLAT OF JATON TRACT 1, IN THE NW1/4 OF THE NE1/4 OF SECTION 1,
 T95N, R54W OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA,
 HEREAFTER TO BE KNOWN AS;
 JATON TRACT 2 IN THE NW1/4 OF THE NE1/4 OF SECTION 1,
 T95N, R54W OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA.

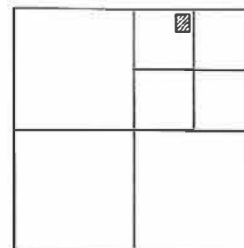


LEGEND

- SET 5/8" REBAR WITH L.S. CAP
STAMPED "SD 5349 NE 708 BRANDT"
- FOUND 5/8" REBAR WITH L.S. CAP
STAMPED "R. PETERSON LS 2725"
- ⊗ FOUND ALUMINUM DOT CAP
- FOUND IRON PIPE
- FOUND REBAR & PLASTIC DOT CAP
- × CALCULATED CORNER

NOTE:
BASIS OF BEARING
BY GPS OBSERVATION

PREPARED BY:
BRANDT LAND SURVEYING
1202 WILLOWDALE ROAD
YANKTON, SD 57078
(605) 665-8455



LOCATION (N.T.S.)
1-95-54

A REPLAT OF JATON TRACT 1, IN THE NW1/4 OF THE NE1/4 OF SECTION 1,
T95N, R54W OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA,
HEREAFTER TO BE KNOWN AS;
JATON TRACT 2 IN THE NW1/4 OF THE NE1/4 OF SECTION 1,
T95N, R54W OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA.

SURVEYOR'S CERTIFICATE

I, JOHN L. BRANDT, A REGISTERED LAND SURVEYOR UNDER THE LAWS OF SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNERS, MADE A SURVEY AND REPLAT OF JATON TRACT 1, IN THE NW1/4 OF THE NE1/4 OF SECTION 1, T95N, R54W OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA, HEREAFTER TO BE KNOWN AS:

JATON TRACT 2 IN THE NW1/4 OF THE NE1/4 OF SECTION 1, T95N, R54W OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA. I HAVE SET IRON REBAR AS SHOWN AND SAID SURVEY AND PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 24TH DAY OF JULY, 2024.



JOHN L. BRANDT REG. NO. 5349

OWNER'S CERTIFICATE

WE, ROBERT HANSEN AND CAROL HANSEN, TRUSTEES OF THE ROBERT AND CAROL HANSEN LIVING TRUST, DO HEREBY CERTIFY THAT THE ROBERT AND CAROL HANSEN LIVING TRUST IS THE OWNER OF A PORTION OF THE ABOVE DESCRIBED REAL PROPERTY AND THAT THE ABOVE SURVEY AND REPLAT WAS MADE AT OUR REQUEST AND UNDER OUR DIRECTION FOR THE PURPOSE OF MARKING, PLATTING AND TRANSFER. WE ALSO CERTIFY THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS.

DATED THIS _____ DAY OF _____, 20____.

ROBERT HANSEN, TRUSTEE

CAROL HANSEN, TRUSTEE

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED ROBERT HANSEN AND CAROL HANSEN, WHO ACKNOWLEDGED THEMSELVES TO BE TRUSTEES OF THE ROBERT AND CAROL HANSEN LIVING TRUST, AND THAT THEY AS TRUSTEES, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

OWNER'S CERTIFICATE

I, JASON JATON, DO HEREBY CERTIFY THAT I AM THE OWNER OF A PORTION OF THE ABOVE DESCRIBED REAL PROPERTY AND THAT THE ABOVE SURVEY AND REPLAT WAS MADE AT MY REQUEST AND UNDER MY DIRECTION FOR THE PURPOSE OF MARKING, PLATTING AND TRANSFER. I ALSO CERTIFY THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. THIS PLAT HEREBY VACATES JATON TRACT 1, IN THE NW1/4 OF THE NE1/4 OF SECTION 1, T95N, R54W OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA, AS RECORDED IN BOOK S20 OF PLATS, PAGE 307.

DATED THIS _____ DAY OF _____, 20____.

JASON JATON

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED JASON JATON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR PURPOSES THEREIN CONTAINED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

COUNTY PLANNING COMMISSION

BE IT RESOLVED BY THE COUNTY PLANNING COMMISSION OF YANKTON COUNTY, SOUTH DAKOTA, THAT THE ABOVE SURVEY AND PLAT IS APPROVED AND THE SAME BE CERTIFIED TO THE YANKTON COUNTY BOARD OF COUNTY COMMISSIONERS WITH THE RECOMMENDATION THAT SAID SURVEY AND PLAT BE APPROVED.

DATED THIS _____ DAY OF _____, 20____.

CHAIRMAN, PLANNING COMMISSION

COUNTY COMMISSIONER'S RESOLUTION

BE IT RESOLVED BY THE COUNTY BOARD OF COMMISSIONERS OF YANKTON COUNTY, SOUTH DAKOTA, THAT THE ABOVE SURVEY AND PLAT BE APPROVED AND THE COUNTY AUDITOR OF YANKTON COUNTY, SOUTH DAKOTA, IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THE RESOLUTION AND CERTIFY THE SAME.

DATED THIS _____ DAY OF _____, 20____.

CHAIRMAN, COUNTY COMMISSIONERS

I, THE UNDERSIGNED, COUNTY AUDITOR FOR YANKTON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF YANKTON COUNTY,

SOUTH DAKOTA, AT THE REGULAR MEETING ON THE _____ DAY OF _____, 20____.

COUNTY AUDITOR

APPROVAL OF HIGHWAY AUTHORITY

STATE OF SOUTH DAKOTA COUNTY OF YANKTON

ACCESS TO S.D. HIGHWAY 46 IS APPROVED. THIS ACCESS APPROVAL DOES NOT REPLACE THE NEED FOR ANY PERMITS REQUIRED BY LAW TO ESTABLISH THE PRECISE ACCESS LOCATION, INCLUDING PERMIT REQUIREMENTS SET FORTH IN ADMINISTRATIVE RULE OF SOUTH DAKOTA 70:09:01:02.

HIGHWAY OR STREET AUTHORITY

COUNTY TREASURER'S CERTIFICATE

I, THE UNDERSIGNED, COUNTY TREASURER FOR YANKTON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF

MY OFFICE ON THE _____ DAY OF _____, 20____, HAVE BEEN PAID IN FULL.

COUNTY TREASURER

DIRECTOR OF EQUALIZATION

I, THE UNDERSIGNED, COUNTY DIRECTOR OF EQUALIZATION FOR YANKTON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE.

DIRECTOR OF EQUALIZATION

REGISTER OF DEEDS

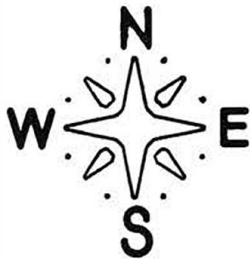
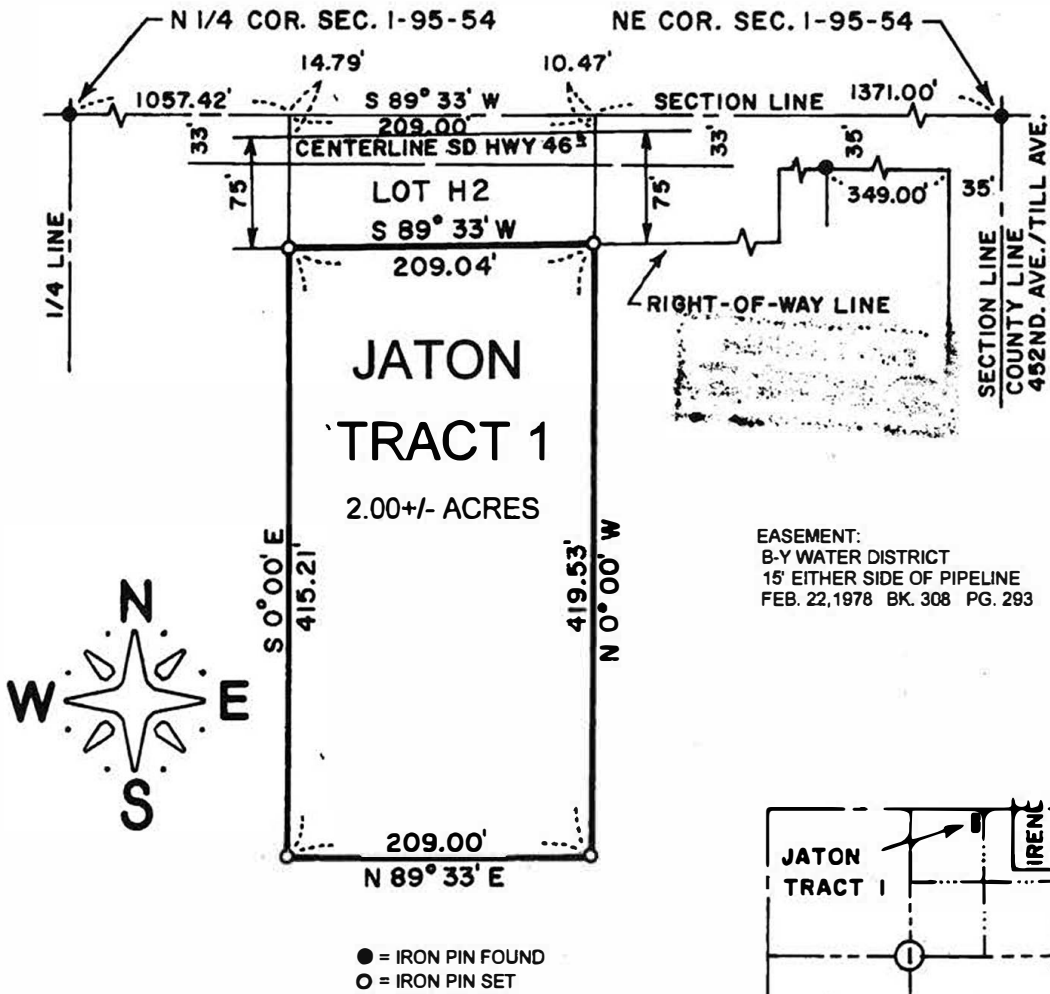
FILED FOR RECORD THIS _____ DAY OF _____, 20____.

AT _____ O'CLOCK _____ .M., AND RECORDED IN BOOK _____ OF

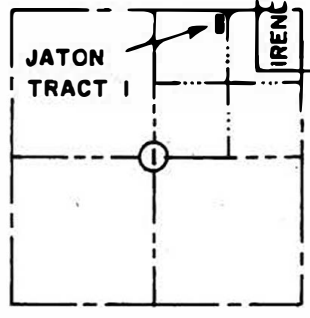
PLATS ON PAGE _____.

REGISTER OF DEEDS

PLAT OF JATON TRACT 1 IN THE NW1/4 NE1/4 OF SECTION 1, T95N, R54W OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.



PLAT SCALE: 1" = 100'



LOCATION NO SCALE



PREPARED BY:
RONALD D. PETERSON
29714 455TH. AVENUE
WAKONDA, SD 57073
605.263.3526

PLAT PERMIT

Longitude

-97.16612391390534

Latitude

43.08216192223277

Permit Number

PLAT2412

Parcel Number

03.001.125.010

Permit Status

Approved Active

Permit Fee

100

Total Due

100

Was fee paid?

Yes

Receipt Number

2121

Application Accepted By

Bill Conkling

Site Plan Checked By

Gary Vetter

Is location in floodplain?

No

Existing Zoning

AGRICULTURE

Size of the Current Parcel

2

Current Legal Description

JATON TRACT 1 NW4 NE4 & EXC LT H1

Applicant Name

Jason Jatón

Applicant Phone

6056612814

Applicant Address

100 E MAIN ST IRENE SD 57037

Applicant Email Address

JackBrandt@vyn.midco.net

Name of the Surveyor / Engineer

Brandt Land Surveying

Surveyor / Engineer Address

1202 Willowdale Rd

Surveyor / Engineer Phone

6056658455

Surveyor / Engineer Email

JackBrandt@vyn.midco.net

Surveyor / Engineer Contact Person

Jack Brandt

Owner Name

Jason Jatón

Owner Phone

6056612814

Owner Address

100 E MAIN ST IRENE SD 57037

Owner Email Address

JackBrandt@vyn.midco.net

Location of Property

Lat: 43.082162 Lon: -97.166124



Powered by Esri

Section Township Range

1-95-54

Tract or Lot Number

Tract 2, Jatón Addition

Number of Acres Being Platted

3

Addition Name

Jatón Addition

How is the Property Currently Being Used

AG

How Will the Property Be Used

AG

Is this Property an Existing Farmstead

No

If a Farmstead, How Many Acres Surround it

0

Has the Plat Been Approved By the City of Yankton

No

Is Owner Signature Notarized

Yes

Do you have Signatures and Approval from the Road Authority

Yes

Do you have the County Treasurer's Signature

Yes

Insert Plat Here

PDF jaton plat.pdf
138.1KB

Applicant Signature

A handwritten signature in black ink, appearing to read "Jim Dutto". The signature is fluid and cursive, with a large initial "J" and "D".

ApplicantSignature-.jpg

Owner Signature

A handwritten signature in black ink, appearing to read "James J. J. J.". The signature is very stylized and cursive, with multiple overlapping loops and a large initial "J".

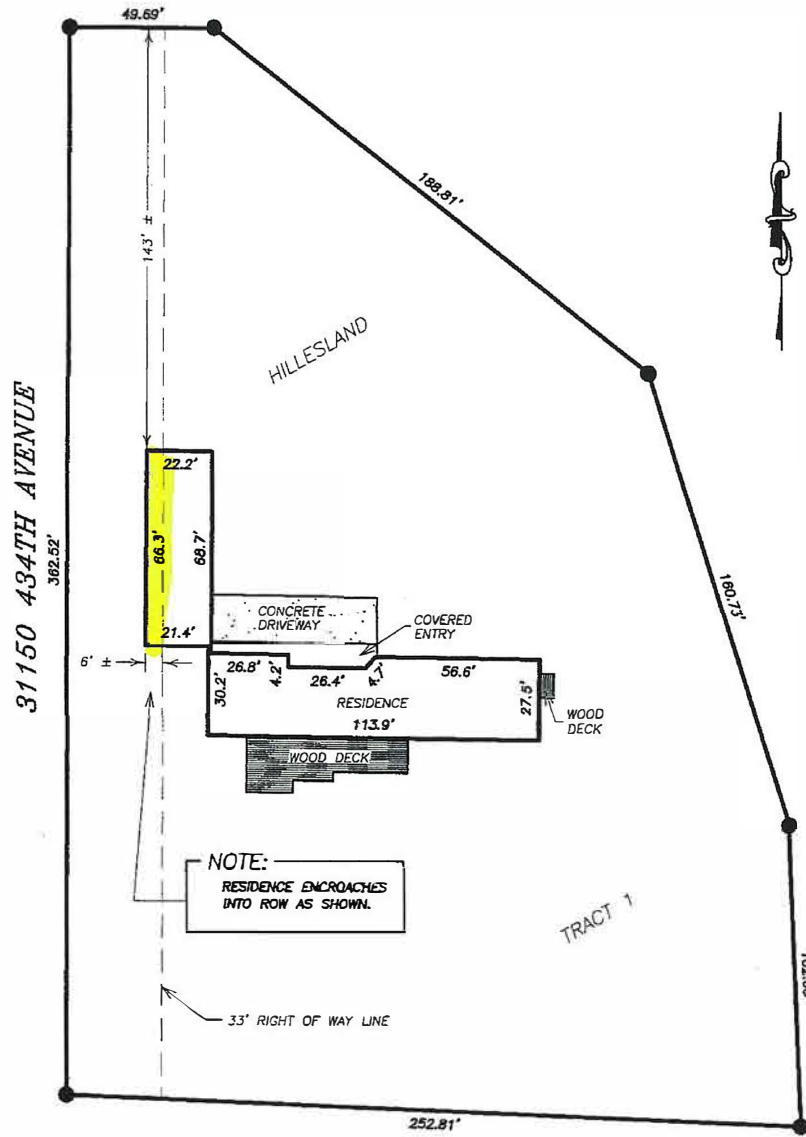
OwnerSignature-.jpg

Date of Application Submission

Jul 25, 2024

MORTGAGE LOAN INSPECTION

FOR STACEY BOROWSKI



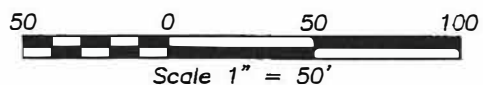
NOTE:
RESIDENCE ENCRROACHES INTO ROW AS SHOWN.

LEGAL DESCRIPTION

HILLESLAND TRACT 1, LOCATED IN LOTS 1 AND 2 OF PARCEL A AND IN PARCEL B OF McVAY ADDITION, ALL BEING LOCATED IN THE NW¼ OF THE SW¼ AND IN THE SW¼ OF THE NW¼, SECTION 18, T93N, R56W, OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA.

LEGEND:

- FD. MONUMENT
- (R) RECORD DISTANCE
- (M) MEASURED DISTANCE



DRAWN BY:	JLB
CHECKED BY:	JLB
DATE:	7-24-2024
PROJ. NO.:	24149

NOTES:

- 1) THE SOLE PURPOSE OF THIS INSPECTION IS TO OBTAIN MORTGAGE TITLE INSURANCE. IT IS A LOCATION OF IMPROVEMENTS AND A CURSORY CHECK FOR VIOLATIONS OR ENCROACHMENTS ONTO OR FROM THE SUBJECT PROPERTY BASED ON EXISTING BUT NOT CONFIRMED EVIDENCE.
- 2) THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS SUBJECT TO ANY INACCURACIES THAT A SUBSEQUENT BOUNDARY SURVEY MAY DISCLOSE, NO PROPERTY CORNERS HAVE BEEN SET AND IT SHOULD NOT BE USED OR RELIED UPON FOR THE ESTABLISHMENT OF ANY FENCE, STRUCTURE, OR OTHER IMPROVEMENT.
- 3) SETBACK VIOLATIONS AND FENCE LINES ARE NOT VERIFIED OR NOTED AS AN ENCROACHMENT.
- 4) DIMENSIONS ON LOT LINES ARE BASED ON RECORD OR DEED INFORMATION UNLESS NOTED.
- 5) NO WARRANTY IS EXTENDED THEREIN TO THE PRESENT OR FUTURE OWNER OR OCCUPANTS.

SURVEYORS CERTIFICATE:
I, JOHN L. BRANDT, A REGISTERED LAND SURVEYOR UNDER THE LAWS OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE INSPECTED THE ABOVE DESCRIBED REAL PROPERTY AND THAT THE ABOVE DRAWING IS A TRUE REPRESENTATION OF THE CONDITIONS THAT WERE FOUND AT THE TIME OF INSPECTION.



JOHN L. BRANDT ☆ NO. 5349

PREPARED BY:

**BRANDT
LAND
SURVEYING**

1202 WILLOWDALE ROAD
YANKTON, SD 57078
BUS.: (605) 665-8455
CELL: (605) 661-2457
FAX: (605) 665-1623

YANKTON COUNTY COMMISSION MEETING

July 29, 2024

A special meeting of the Yankton County Commission was called to order by Chairman John Marquardt at 12:00 p.m. on Monday July 29, 2024.

Roll call was taken with the following Commissioners present: Dan Klimisch, Wanda Howey-Fox and John Marquardt; Absent: Don Kettering.

There were no conflicts of interest reported by Commissioners.

Action 24240C: A motion was made by Fox and seconded by Heine to approve the meeting agenda. All present voted aye; motion carried, 4-0.

There were no public comments. Chairman Marquardt closed public comment.

The board discussed budget request for 2025.

Action 24241C: A motion was made by Klimisch and seconded by Heine to recess the commission meeting for ten minutes. All present voted aye; motion carried, 4-0.

Action 24242C: A motion was made by Fox and seconded by Klimisch to reconvene. All present voted aye; motion carried, 4-0.

There were no public comments. Chairman Marquardt closed public comment.

Action 24243C: A motion was made by Fox and seconded by Heine to adjourn. All present voted aye; motion carried, 4-0.

The next regular meeting will be Tuesday, August 6, 2024 at 6:00 p.m.

John Marquardt, Chairman
Yankton County Commission

ATTEST:
Patty Hojem, County Auditor

YANKTON COUNTY COMMISSION MEETING

August 6, 2024

The regular meeting of the Yankton County Commission was called to order by Chairman John Marquardt at 6:00 p.m. on Tuesday, August 6, 2024.

Roll call was taken with the following Commissioners present: Ryan Heine, Dan Klimisch, Don Kettering, Wanda Howey-Fox and John Marquardt.

There were no conflicts of interest reported by Commissioners.

Action 24243C: A motion was made by Klimisch and seconded by Heine to approve the meeting agenda following changes, reschedule item 8 and add personnel to executive session. All present voted aye; motion carried, 5-0.

There were public comments from Krystina Conway. Chairman Marquardt closed public comment.

Action 24244C: A motion was made by Klimisch and seconded by Fox to reopen public comments. All present voted aye; motion carried, 5-0.

There were comments from Juanita O’Gorman and Jacob McManus. Chairman Marquardt closed public comment.

Action 24245A: A motion was made by Klimisch and seconded by Fox to approve the Sundance Ridge Road District. Property is located in the NW1/4 S12-T93N-R57W of the 5th P. M., Yankton County, South Dakota except for Kabeiseman Tract 4 and Kabeiseman Tract J, and further excepting the property between and adjoining the Kabeiseman Tract 4 and Kabeisema Tract J. SW1/4, S12-T93N-R57W of the 5th P.M., Yankton County, South Dakota. S1/2, SE1/4 S12-T93N-R57W of the 5th P.M., except for Sundance Ridge Lots 1 through 6, Yankton County, South Dakota, Section 12-T93N-R57W of the 5th PM, Yankton County, South Dakota. All present voted aye; motion carried, 5-0.

Jeremy Heine presented a petition to vacate right of way on section line that runs along Northside of Parcel 01.017,400.150 legally described as N1/2, NW1/4 exclude parcel C, S17-T93N-R54W.

Action 24246A: A motion was made by Klimisch and seconded by Heine to approve the petition to vacate. All present voted aye; motion carried, 5-0.

Ambulance Director Eric Van Dusen appeared before the board for approval to change the staffing schedule for billing clerks. The clerks work 35 hours per week now. They would like to change to one week working 39 hours and the next week working 31 hours so they have every other Friday off.

Action 24247A: A motion was made by Klimisch and seconded by Heine to approve the scheduling change. All present voted aye; motion carried, 5-0.

Action 24248C: A motion was made by Fox and seconded by Heine to approve the July 16, 2024 regular meeting minutes. All present voted aye; motion carried, 5-0.

Action 24249C: A motion was made by Klimisch and seconded by Kettering to approve the July 24, 2024 budget hearing meeting minutes. All present voted aye; motion carried, 5-0.

Action 24250C: A motion was made by Fox and seconded by Kettering to approve the following claims: **Commissioners:** Dan Klimisch (Travel) \$1,533.73; Vision Real Estate (Prof Services) \$150.00; Yankton County Observer (Publishing) \$165.09; Qualified Presort Services (Supplies) \$10.45; One Office Solution (Supplies) \$24.95; Yankton Daily Press & Dakotan (Publishing) \$1,780.84; **Elections:** Qualified Presort Services (Supplies) \$74.95; Verizon (Rentals) \$280.07; **Court:** Blackburn & Stevens Prof. LLC (Prof Services) \$1,651.24; Certified Languages International (Prof Services) \$717.80; John Billings (Prof Services) \$6,732.25; Josette Lindahl (Prof Services) \$6,500.00; Youngberg Law, Prof. LLC (Prof Services) \$2,767.00; Grand Jury (Fees) \$581.70; Lutheran Social Services (Prof Services) \$540.00; Coos County Sheriff (Fees) \$50.00; Horn Law Office, LLC (Prof Services) \$13,833.00; Kennedy Pier Loftus & Reynolds, LLP (Prof Services) \$575.00; Koletzky Law Office Prof. LLC (Prof Services) \$2,501.50; LaCroix Law Office (Neglected) \$1,596.30; Dean Schaefer (Prof Services) \$2,246.00; **Auditor:** Andersen Telecom, LLC (Prof Services) \$100.00; McLeod's Printing & Office Supply (Supplies) \$245.00; Qualified Presort Services (Supplies) \$169.72; One Office Solution (Maintenance) \$88.88; **Treasurer:** LEAF (Rentals) \$148.04; Qualified Presort Services (Supplies) \$170.98; **Data:** Andersen Telecom, LLC (Prof Services) \$212.25; **States Attorney:** Andersen Telecom, LLC (Maintenance) \$200.00; Matthew Bender & Co., Inc. (Books) \$249.10; Qualified Presort Services (Supplies) \$66.86; Verizon (Utilities) \$87.00; One Office Solution (Supplies) \$427.95; **Government Center:** City of Yankton (Utilities) \$2,315.66; City of Yankton-Landfill (Maintenance) \$12.00; JCL Solutions (Supplies) \$249.86; Menards (Supplies) \$225.64; Northwestern Energy (Utilities) \$3,069.30; Nebraska Air Filter, Inc. (Supplies) \$286.66; Olson's Pest Technicians (Maintenance) \$84.00; **Director of Equalization:** Zach Waiter (Travel) \$341.74; Qualified Presort Services (Supplies) \$75.37; **Register of Deeds:** Executive Management Finance (Supplies) \$65.00; Qualified Presort Services (Supplies) \$46.65; **Veterans Service Office:** Qualified Presort Services (Supplies) \$15.65; Verizon (Utilities) \$44.13; Verizon (Rentals) \$40.01; One Office Supplies (Maintenance) \$10.36; **Safety Center Building:** City of Yankton (Utilities) \$765.26; Clarks Rental, Inc. (Rentals) \$66.00; Jeff Pfeifle (Supplies) \$125.00; ECHO Group, Inc. (Maintenance) \$210.00; Crescent Electric Supply Co. (Maintenance) \$122.43; Midcontinent Communications (Utilities) \$947.80; Menards (Supplies) \$80.15; MidAmerican Energy (Utilities) \$973.17; Northwestern Energy (Utilities) \$9,847.87; Olson's Pest Technicians (Maintenance) \$137.00; SD Federal Property Agency (Supplies) \$30.00; United Laboratories, Inc. (Supplies) \$953.08; **Sheriff:** Roger Wolff (Fuel) \$25.00; Xtreme Car Wash

(Maintenance) \$184.80; Cardmember Services (Other) \$19.88; Cardmember Services (Prof Services) \$18.40; Cardmember Services (Fuel) \$90.94; Cardmember Services (Law Enforcement Equipment) \$3,267.18; Accredited Security (Law Enforcement Equipment) \$183.00; Pennington County Jail (Travel) \$515.44; Qualified Presort Services (Maintenance Contract) \$159.43; TriTech Software Systems (Maintenance Contract) \$4,521.17; Tire Muffler Alignment (Maintenance) \$834.50; Yankton Daily Press & Dakotan (Maintenance Contract) \$240.04; Yankton Fire & Safety Co. (Law Enforcement Equipment) \$64.00; **County Jail:** Charm-Tex (Supplies) \$720.50; Cardmember Services (Minor Equipment) \$291.92; Cardmember Services (Uniforms) \$257.15; Diamond Drugs (Prof Services) \$6,874.42; Trinity Services Group (Food Service) \$16,737.26; Spectacle Shop, LLC (Prof Services) \$250.00; Sapphire Health, LLC (Prof Services) \$550.00; Olivia Sandvold (Supplies) \$24.99; JCL Solutions (Supplies) \$1,814.97; Kaiser Appliance & Refrigeration (Maintenance) \$415.00; Olson's Pest Technicians (Maintenance) \$155.00; Trittech Software Systems (Maintenance Contract) \$6,218.66; **Poor Relief:** Dawn Kirchner (Travel) \$91.34; Opsahl-Kostel Funeral Home (Prof Services) \$1,250.00; Qualified Presort Services (Supplies) \$69.46; Wintz & Ray Funeral Home (Prof Services) \$2,500.00; **Public Health Nurse:** Qualified Presort Services (Supplies) \$24.66; **Ambulance:** Avera Health dba Avera Staffing Solutions (Prof Services) \$16.00; Avera Sacred Heart Hospital (Supplies) \$379.10; The UPS Store (Prof Services) \$23.73; City of Yankton (Utilities) \$230.10; Credit Collection Services (Prof Services) \$144.47; CAN Surety (Prof Services) \$100.00; Savvik Buying Group (Supplies) \$82.99; Waystar, Inc. (Prof Services) \$576.34; Positive Promotions, Inc. (Supplies) \$320.88; Domain Networks (Prof Services) \$289.00; Hy-Vee (Supplies) \$39.28; JCL Solutions (Supplies) \$216.68; Kaiser Hearing & Cooling (Maintenance) \$235.98; LEAF (Rentals) \$144.89; Menards (Supplies) \$128.51; MidAmerican Energy (Utilities) \$21.94; Northwestern Energy (Utilities) \$1,110.40; Olson's Pest Technicians (Maintenance) \$119.00; Tire Muffler Alignment (Maintenance) \$52.00; Verizon (Utilities) \$608.94; Yankton County EMS (Prof Services) \$186.80; **Mental Illness Board:** Blackburn & Steves Prof. LLC (Hearings) \$80.50; Val Larson (Hearings) \$60.00; Fox Law Firm, PLLC (Hearings) \$702.25; Kennedy Pier Loftus & Reynolds (Hearings) \$230.00; Mark Katterhagen (Hearings) \$60.00; Luci Lewno (Hearings) \$768.48; **Extension:** Clarity Telecom, LLC (Utilities) \$407.66; City of Yankton (Utilities) \$72.90; Katie Doty (Travel) \$26.52; Hy-Vee (4-H) \$36.44; Great America Financial (Rentals) \$283.55; MidAmerican Energy (Utilities) \$9.83; Olson's Pest Technicians (Maintenance) \$150.00; South Dakota State 4-H (Travel) \$85.00; Union County 4-H (4-H) \$91.67; **Weed:** Bomgaars (Supplies) \$160.47; AgTerra Technologies (Supplies) \$1,290.00; Verizon (Utilities) \$26.91; Van Deist Supply Co. (Chemicals) \$4,827.70; **Planning and Zoning:** Gary Vetter (Travel) \$210.00; Pheasantland Industries (E911 Signs) \$27.13; Qualified Presort Services (Supplies) \$24.01; Verizon (Utilities) \$44.13; **Highway:** Appeara (Supplies) \$152.69; Bomgaars (Supplies) \$334.11; B-Y Electric (Utilities) \$69.41; Butler Machinery Co. (Maintenance) \$4,099.92; Scotland Redi-Mix (Bridges) \$7,087.50; City of Yankton (Utilities) \$121.44; NAPA Auto Parts of Yankton (Maintenance) \$1,251.95; Knife River-South Dakota (Bridges) \$1,565.50; Knife River-South Dakota (Asphalt Roads) \$208,149.92; CHS, Inc. (Supplies) \$2,490.00; Amazon Capital Services (Supplies) \$14.70; Ehresmann Engineering (Maintenance) \$55.00; Platinum Chemicals, Inc. (Supplies) \$885.00; New Century FS (Highway Fuel) \$2,426.48; TLC Propane (Maintenance) \$49.74; Graham Tire-Yankton (Maintenance) \$1,781.10; Hollaway

Construction Co. (Bridges) \$126,870.34; I State Truck Center (Maintenance) \$1,011.31; LEAF (Supplies) \$124.98; Menards (Maintenance) \$50.71; Menards (Supplies) \$50.70; Motorola (Supplies) \$6,230.96; Northwestern Energy (Utilities) \$850.30; Riverside Hydraulics & Labs (Maintenance) \$93.24; Transource (Maintenance) \$5,131.82; SD Department of Transportation (Bridges) \$239.31; Two Way Solutions (Maintenance) \$315.99; Southeastern Electric Co. (Utilities) \$41.41; Truck Trailer Sales & Service (Maintenance) \$58.00; Titan Machinery (Maintenance) \$293.90; TrueNorth Steel (Supplies) \$33,945.44; Verizon (Utilities) \$61.31; **E911:** CenturyLink (Utilities) \$88.83; Midcontinent Communications (Utilities) \$150.39; TriTech Software Systems (Prof Services) \$3,183.54; **Emergency Management:** Kopetsky's Ace Hardware (Supplies) \$325.93; Andersen Telecom, LLC (Maintenance) \$100.00; Bomgaars (OEM Disaster Plan) \$47.94; Bomgaars (Supplies) \$89.97; B-Y Electric (Utilities) \$53.00; Hanson Briggs Specialty Advertising (Supplies) \$198.82; Knife River-South Dakota (OEM Disaster Plan) \$446.36; Xtreme Car Wash (Maintenance) \$100.80; Verizon (Utilities) \$122.15; ESRI (Prof Services) \$460.00; AT & T Mobility (Utilities) \$80.08; Great America Financial (Rentals) \$252.61; LEAF (Rentals) \$162.23; Midcontinent Communications (Utilities) \$117.84; MidAmerican Energy (Utilities) \$10.66; Two Way Solutions (Maintenance) \$259.48; Verizon (Utilities) \$958.92; One Office Solution (Supplies) \$31.48; **24/7:** Intoximeter, Inc. (Supplies) \$244.75; PharmChem, Inc. (Supplies) \$5,562.66; **M & PR Fund:** One Office Solution (Supplies) \$72.01; **Non-Departmental:** Yankton County Observer (Road District Publishing) \$19.08. General Fund \$130,688.73; Road & Bridge \$405,904.18; Emergency Management \$3,818.27. All present voted aye; motion carried, 5-0.

Action 24251A: A motion was made by Fox and seconded by Heine to approve July 2024 Gross Payroll: **Commissioners:** \$6,373.29; **Election:** \$0.00; **Auditor:** \$17,104.73; **Treasurer:** \$21,646.46; **States Attorney:** \$40,873.85; **Government Buildings:** \$6,714.98; **Director of Equalization:** \$24,237.48; **Register of Deeds:** \$17,390.02; **Veterans Service:** \$3,971.66; **Courthouse & Safety Center:** \$11,083.85; **Sheriff:** \$81,830.88; **County Jail:** \$94,823.50; **Coroner:** \$350.00; **Juvenile:** \$0.00; **Nurse:** \$3,524.00; **Ambulance:** \$69,246.19; **WIC:** \$715.95; **Extension:** \$4,313.26; **Soil Conservation:** \$2,908.86; **Weed:** \$10,033.76; **Planning & Zoning:** \$12,497.02; **Road & Bridge:** \$79,882.91; **OEM:** \$12,152.62; **24-7 Program:** \$2,152.13. First Dakota National Bank \$37,644.61 (Withholding), First Dakota National Bank \$62,895.32 (FICA) First Dakota National Bank \$14,709.50 (Medicare), South Dakota Retirement System \$34,276.04 (Other Employees), South Dakota Retirement System \$31,004.08 (Sheriff/Jail/EMS), South Dakota Retirement System (Spouse Opt) \$203.37, South Dakota Retirement System (Supplemental) \$4,975.00, American Family Life Assurance Company (AFLAC) \$4,398.84 Nationwide Retirement Solutions \$69.44, Boston Mutual Life Insurance \$290.69, Colonial Life & Accident \$605.25, Medica Health Insurance \$79,932.90, Optilegra \$285.34, Delta Dental \$2,672.56, VSP Vision \$521.48, HealthEquity \$3,206.00. Gross Payroll \$523,869.40, Net Payroll \$391,207.09. All present voted aye; motion carried. All present voted aye; motion carried, 5-0.

Action 24252AUD: A motion was made by Fox and seconded by Heine to approve the budgeted cash transfers of \$1,000,000 to Highway and \$100,000 to Emergency Management. All present voted aye; motion carried, 5-0.

Action 24253AUD: A motion was made by Klimisch and seconded by Heine to approve Application for Abatement for S34-T95N-R54W for \$2,018.69. All present voted aye; motion carried, 5-0.

Action 24254AUD: A motion was made by Klimisch and seconded by Fox to increase the mileage rate for employee travel to .65 per mile. All present voted aye; motion carried, 5-0

Commissioner updates: Library study, and reschedule September commission meeting due to September 17-18 SD Counties Convention in Rapid City.

Action 24255C: A motion was made by Fox and seconded by Kettering to recess for five minutes. All present voted aye; motion carried. 5-0.

Action 24256: A motion was made by Fox and seconded by Heine to reconvene. All present voted aye; motion carried, 5-0.

Action 24257C: A motion was made by Kettering and seconded by Heine to recess the regular session and convene as Board of Adjustment. All present voted aye; motion carried, 5-0.

CUP Public Hearing: This was the time and place for a public hearing for a Conditional Use Permit application from Wildwood Christian Retreat Center. Applicant wishes to create a retreat center where Christian leaders can come for sabbatical and church staff for retreats. Said property is legally described as SE1/4, S11-T95-R56, hereinafter referred to as Central Township County of Yankton, State of South Dakota.

Trevor and Chelly Thielke spoke on the application.

There were comments from Myles Tieszen, Jan Klimisch, David Ellis and Mike Roche. Chairman Marquardt closed public comment.

Action 24258Z: A motion was made by Heine to approve the Conditional Use Permit based on Findings of Fact from the July 9, 2024 Yankton County Planning Commission meeting as presented, pursuant to Article 19, Section 1907 of the Yankton County Zoning Ordinance. Motion died for lack of second.

Action 24259Z: A motion was made by Kettering and seconded by Fox, to deny the CUP request. All present voted aye; motion carried, 5-0.

CUP Public Hearing: This was the time and place for a public hearing for a Conditional Use Permit application from Fire and Ice. Applicant wishes to erect a large gathering tent to host

bands and have a beer garden. Said property is legally described as Lot 25, Lewis and Clark Business Center, S16-T93-R56, hereinafter referred to as Utica South Township County of Yankton, State of South Dakota.

Beth and Tom Kaltsulas spoke on the request. Chairman Marquardt closed public comment.

Action 24260Z: A motion was made by Kettering and seconded by Klimisch, to approve the Conditional Use Permit based on Findings of Fact from the June 11, 2024 Yankton County Planning Commission meeting as presented, pursuant to Article 19, Section 1907 of the Yankton County Zoning Ordinance. Kettering, Klimisch, Fox and Marquardt voted aye; Heine voted nay, motion carried, 4-1.

Action 24261C: A motion was made by Fox and seconded by Klimisch to recess Board of Adjustment and reconvene in regular session. All present voted aye; motion carried, 5-0.

Action 24262C: A motion was made by Klimisch and seconded by Fox to recess for five minutes. All present voted aye; motion carried. 5-0.

Action 24263: A motion was made by Fox and seconded by Kettering to reconvene. All present voted aye; motion carried, 5-0.

There was a first reading on Definitions and Article 26 Wind Energy Conversion Systems. Individuals commenting at the Article 26 hearing were: Mike Welsh, Roger Meyer, Gokhan Andi, Randy Wagner, Lori Sletten, Cassie Richelieu, Robert Burns, Rodney Sletten, Sandra Baker, Teri Clark, Thomas Conway, Jackie Mayo, Matt Conway, Josh Justus, John Olson, Sharon Akland, Nancy Wenande, David Ellis, Kay Swihart and Alan Anderson.

Action 24264C: A motion was made by Fox and seconded by Kettering to recess for five minutes. All present voted aye; motion carried. 5-0.

Action 24265C: A motion was made by Fox and seconded by Heine to reconvene. All present voted aye; motion carried, 5-0.

There were more comments on Article 26 from: Travis Arens, Barbara Steskal, Lauren Nelson, Allan Ward, Todd Christensen, Dan Tacke, Sandy Williams, Steve Brockmueller, Mike Healy, Carla Harper, Tina Lee and Becky McManas.

Action 24266C: A motion was made by Klimisch and seconded by Fox to recess the regular session at 10:15 p.m. and convene in executive session to discuss Poor Relief Issues SDCL 1-25-2 & 28-13 and personnel issues SDCL 1-25-2(1). All present voted aye; motion carried, 5-0.

Action 24267C: A motion was made by Klimisch and seconded by Fox to adjourn the executive session at 10:20 p.m. and reconvene in regular session. All present voted aye; motion carried, 5-0.

Action 24268C: A motion was made by Klimisch and seconded by Heine to advertise the Building and Grounds Supervisor position. All present voted aye; motion carried, 5-0.

Action 24269 A motion was made by Fox and seconded by Klimisch to adjourn. All present voted aye; motion carried, 5-0.

The next regular meeting will be Tuesday, August 20, 2024 at 6:00 p.m.

John Marquardt, Chairman
Yankton County Commission

ATTEST:

Patty Hojem
Yankton County Auditor

8/16/2024 3:16 PM

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 1

ITEMS PRINTED: PAID, UNPAID

VENDOR SET: 01 Yankton County

PACKET: 02396 KASI'S CLAIMS - 08-20-202

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSIONERS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-18020	SD ASSOCIATION OF COUNT	I-202408155859	101-5-111-42700	TRAVEL - COMMISSION		1,000.00
DEPARTMENT 111 COMMISSIONERS					TOTAL:	1,000.00

8/16/2024 3:16 PM
VENDOR SET: 01 Yankton County
PACKET: 02396 KASI'S CLAIMS - 08-20-202
FUND : 101 GENERAL FUND
DEPARTMENT: 120 ELECTIONS

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 2
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12016	MCLEOD'S PRINTING & OFF	I-202408155862	101-5-120-42600	SUPPLIES - ELECTION		1,295.00
01-16017	QUALIFIED PRESORT SERVI	I-202408165951	101-5-120-42600	SUPPLIES - ELECTION		124.72
DEPARTMENT 120 ELECTIONS					TOTAL:	1,419.72

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 101 GENERAL FUND
 DEPARTMENT: 130 COURT

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00269	AVERA SACRED HEART HOSP	I-202408155814	101-5-130-42210	LAB - COURT		1,552.00
01-00269	AVERA SACRED HEART HOSP	I-202408165994	101-5-130-42210	LAB - COURT		500.00
01-00269	AVERA SACRED HEART HOSP	I-202408165999	101-5-130-42210	LAB - COURT		184.00
01-01228	BLACKBURN & STEVENS PRO	I-202408165976	101-5-130-42200	PROF SERVICES - COURT		581.20
01-01228	BLACKBURN & STEVENS PRO	I-202408165977	101-5-130-42200	PROF SERVICES - COURT		993.08
01-01228	BLACKBURN & STEVENS PRO	I-202408165978	101-5-130-42200	PROF SERVICES - COURT		346.36
01-01228	BLACKBURN & STEVENS PRO	I-202408165979	101-5-130-42200	PROF SERVICES - COURT		311.18
01-01228	BLACKBURN & STEVENS PRO	I-202408165980	101-5-130-42200	PROF SERVICES - COURT		545.33
01-01228	BLACKBURN & STEVENS PRO	I-202408165981	101-5-130-42200	PROF SERVICES - COURT		957.22
			101-5-130-42210	GRAND JURY - COURT		68.34
01-02155	CERTIFIED LANGUAGES INT	I-202408166003	101-5-130-42200	PROF SERVICES - COURT		140.25
01-02892	PATRICIA LACROIX	I-202408165986	101-5-130-42230	MINOR - COURT		150.00
01-02892	PATRICIA LACROIX	I-202408165987	101-5-130-42230	MINOR - COURT		150.00
01-03399	MCCLURE & HARDY ATTORNE	I-202408165966	101-5-130-42200	PROF SERVICES - COURT		517.50
01-03399	MCCLURE & HARDY ATTORNE	I-202408165967	101-5-130-42200	PROF SERVICES - COURT		278.20
01-03399	MCCLURE & HARDY ATTORNE	I-202408165968	101-5-130-42200	PROF SERVICES - COURT		470.80
01-03399	MCCLURE & HARDY ATTORNE	I-202408165969	101-5-130-42200	PROF SERVICES - COURT		342.40
01-03399	MCCLURE & HARDY ATTORNE	I-202408165970	101-5-130-42200	PROF SERVICES - COURT		674.10
01-03399	MCCLURE & HARDY ATTORNE	I-202408165971	101-5-130-42200	PROF SERVICES - COURT		588.50
01-03399	MCCLURE & HARDY ATTORNE	I-202408165972	101-5-130-42200	PROF SERVICES - COURT		264.50
01-03399	MCCLURE & HARDY ATTORNE	I-202408165973	101-5-130-42200	PROF SERVICES - COURT		195.50
			101-5-130-42210	GRAND JURY - COURT		51.31
			101-5-130-42210	GRAND JURY - COURT		55.24
			101-5-130-42210	GRAND JURY - COURT		65.72
			101-5-130-42210	GRAND JURY - COURT		55.24
			101-5-130-42210	GRAND JURY - COURT		59.17
			101-5-130-42210	GRAND JURY - COURT		52.62
			101-5-130-42210	GRAND JURY - COURT		53.93
			101-5-130-42210	GRAND JURY - COURT		72.27
			101-5-130-42210	GRAND JURY - COURT		52.62
			101-5-130-42210	GRAND JURY - COURT		56.55
			101-5-130-42210	GRAND JURY - COURT		53.93
			101-5-130-42210	GRAND JURY - COURT		53.93
			101-5-130-42210	GRAND JURY - COURT		89.30
			101-5-130-42210	GRAND JURY - COURT		55.24
			101-5-130-42210	GRAND JURY - COURT		56.55
			101-5-130-42210	GRAND JURY - COURT		52.62
			101-5-130-42210	GRAND JURY - COURT		60.48
			101-5-130-42210	GRAND JURY - COURT		51.31
01-04483	LUTHERAN SOCIAL SERVICE	I-202408155791	101-5-130-42200	PROF SERVICES - COURT		130.00
01-04483	LUTHERAN SOCIAL SERVICE	I-202408155792	101-5-130-42200	PROF SERVICES - COURT		65.00
01-04483	LUTHERAN SOCIAL SERVICE	I-202408155793	101-5-130-42200	PROF SERVICES - COURT		65.00
01-04483	LUTHERAN SOCIAL SERVICE	I-202408155794	101-5-130-42200	PROF SERVICES - COURT		97.50
01-04609	MEIERHENRY SARGENT, LLP	I-202408165991	101-5-130-42200	PROF SERVICES - COURT		18,442.86
01-04610	EVANS HAIGH & ARNDT, LL	I-202408165992	101-5-130-42200	PROF SERVICES - COURT		8,125.26
01-04611	CONFIDENTIAL INVESTIGAT	I-202408165993	101-5-130-42200	PROF SERVICES - COURT		2,188.50
01-10061	KENNEDY PIER LOFTUS & R	I-202408165974	101-5-130-42200	PROF SERVICES - COURT		161.00
01-10061	KENNEDY PIER LOFTUS & R	I-202408165975	101-5-130-42200	PROF SERVICES - COURT		207.00
01-18170	DEPARTMENT OF HEALTH	I-202408155788	101-5-130-42210	LAB - COURT		1,935.00

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 101 GENERAL FUND
 DEPARTMENT: 130 COURT

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-18801	DEAN SCHAEFER	I-202408165988	101-5-130-42200	PROF SERVICES - COURT		316.00
01-22259	THOMSON REUTERS - WEST	I-202408165941	101-5-130-42600	SUPPLIES - COURT		1,134.06
01-24003	YANKTON DAILY P & D	I-202408165954	101-5-130-42900	OTHER - COURT		14.69
DEPARTMENT 130 COURT					TOTAL:	43,740.36

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VENDOR SET: 01 Yankton County
PACKET: 02396 KASI'S CLAIMS - 08-20-202
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
01-11049	LEAF	I-202408166040	101-5-141-42400	RENTALS - AUDITOR		183.35
01-16017	QUALIFIED PRESORT SERVI	I-202408165945	101-5-141-42600	SUPPLIES - AUDITOR		255.96
01-18020	SD ASSOCIATION OF COUNT	I-202408155857	101-5-141-42700	TRAVEL - AUDITOR		200.00
01-22259	THOMSON REUTERS - WEST	I-202408165943	101-5-141-42600	SUPPLIES - AUDITOR		177.27
DEPARTMENT 141 AUDITOR					TOTAL:	816.58

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VENDOR SET: 01 Yankton County
PACKET: 02396 KASI'S CLAIMS - 08-20-202
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-202408165944	101-5-142-42600	SUPPLIES - TREASURER		248.06
DEPARTMENT 142 TREASURER					TOTAL:	248.06

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VENDOR SET: 01 Yankton County
PACKET: 02396 KASI'S CLAIMS - 08-20-202
FUND : 101 GENERAL FUND
DEPARTMENT: 143 DATA PROCESSING

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-05065	FIRST BANKCARD	I-202408155869	101-5-143-42500	MAINTENANCE - DATA		45.73
DEPARTMENT 143 DATA PROCESSING					TOTAL:	45.73

VENDOR SET: 01 Yankton County
PACKET: 02396 KASI'S CLAIMS - 08-20-202
FUND : 101 GENERAL FUND
DEPARTMENT: 151 STATES ATTORNEY

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01404	CENTURY BUSINESS PRODUC	I-202408155802	101-5-151-42400	RENTALS - STATES ATTY		230.99
01-01404	CENTURY BUSINESS PRODUC	I-202408155803	101-5-151-42500	MAINTENANCE - STATES ATTY		114.01
01-01489	DEBRA LILLIE	I-202408155769	101-5-151-42610	DIVERSION - STATES ATTY		250.00
01-02291	SATELLITE TRACKING OF P	I-202408155767	101-5-151-42610	DIVERSION - STATES ATTY		39.00
01-02483	CULLIGAN	I-202408166042	101-5-151-42600	SUPPLIES - STATES ATTY		52.25
01-02725	YANKTON TRANSIT	I-202408155772	101-5-151-42610	DIVERSION - STATES ATTY		85.00
01-16017	QUALIFIED PRESORT SERVI	I-202408165952	101-5-151-42600	SUPPLIES - STATES ATTY		72.70
01-22259	THOMSON REUTERS - WEST	I-202408165942	101-5-151-42600	SUPPLIES - STATES ATTY		211.66

DEPARTMENT 151 STATES ATTORNEY TOTAL: 1,055.61

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 101 GENERAL FUND
 DEPARTMENT: 161 GOVERNMENT CENTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-04257	CITY OF YANKTON - LANDF	I-202408166046	101-5-161-42500	MAINTENANCE - GOVT CENTER		12.00
01-09287	JCL SOLUTIONS	I-202408166038	101-5-161-42600	SUPPLIES - GOVT CENTER		164.55
01-09287	JCL SOLUTIONS	I-202408166039	101-5-161-42600	SUPPLIES - GOVT CENTER		69.17
01-12167	MENARDS	I-202408165961	101-5-161-42600	SUPPLIES - GOVT CENTER		189.05
01-12371	MIDAMERICAN ENERGY	I-202408166034	101-5-161-42800	UTILITIES - GOVT CENTER		503.34
01-19249	TOP NOTCH WINDOW CLEANI	I-202408155855	101-5-161-42200	PROF SERVICES - GOVT CENTER		982.35
DEPARTMENT 161 GOVERNMENT CENTER					TOTAL:	1,920.46

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 101 GENERAL FUND
 DEPARTMENT: 162 DIRECTOR OF EQUALIZATION

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02745	SDAAO	I-202408155771	101-5-162-42700	TRAVEL - DOE		325.00
01-04276	ZACH WAITER	I-202408155817	101-5-162-42700	TRAVEL - DOE		105.30
01-05065	FIRST BANKCARD	I-202408155867	101-5-162-42700	TRAVEL - DOE		409.00
01-12418	MICROFILM IMAGING SYSTE	I-202408166035	101-5-162-42500	MAINTENANCE - DOE		120.00
01-16017	QUALIFIED PRESORT SERVI	I-202408165946	101-5-162-42600	SUPPLIES - DOE		163.38
01-18267	STEINLEY REAL ESTATE AP	I-202408155770	101-5-162-42700	TRAVEL - DOE		100.00
01-22241	ONE OFFICE SOLUTION	I-202408165960	101-5-162-42500	MAINTENANCE - DOE		137.42

DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL: 1,360.10

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VENDOR SET: 01 Yankton County
PACKET: 02396 KASI'S CLAIMS - 08-20-202
FUND : 101 GENERAL FUND
DEPARTMENT: 163 REGISTER OF DEEDS

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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ITEMS PRINTED: PAID, UNPAID

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-202408165947	101-5-163-42600	SUPPLIES - ROD		62.72
DEPARTMENT 163 REGISTER OF DEEDS					TOTAL:	62.72

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VENDOR SET: 01 Yankton County
PACKET: 02396 KASI'S CLAIMS - 08-20-202
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
01-11049	LEAF	I-202408166041	101-5-165-42400	RENTALS - VSO		59.76
DEPARTMENT 165 VETERANS SERVICE OFFIC TOTAL:						59.76

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 101 GENERAL FUND
 DEPARTMENT: 169 SAFETY CENTER BUILDING

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202408165937	101-5-169-42800	UTILITIES - SAFETY CENTER		82.99
01-02001	CITY OF YANKTON	I-202408166047	101-5-169-42800	DUMPSTER FEES - SAFETY CENTER		160.00
01-02084	COLE PAPERS INC.	I-202408166045	101-5-169-42600	SUPPLIES - SAFETY CENTER		588.39
01-12167	MENARDS	I-202408165962	101-5-169-42600	SUPPLIES - SAFETY CENTER		99.35
01-12167	MENARDS	I-202408165963	101-5-169-42500	MAINTENANCE - SAFETY CENTER		60.45
01-18043	SD FEDERAL PROPERTY AGE	I-202408155789	101-5-169-42600	SUPPLIES - SAFETY CENTER		15.35

DEPARTMENT 169 SAFETY CENTER BUILDING TOTAL: 1,006.53

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 101 GENERAL FUND
 DEPARTMENT: 211 SHERIFF

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01131	HANSON BRIGGS SPECIALTY	I-202408155816	101-5-211-42600	SUPPLIES - SHERIFF		53.00
01-02001	CITY OF YANKTON	I-202408166048	101-5-211-42610	FUEL - SHERIFF		3,036.94
01-04295	AT & T MOBILITY	I-202408155777	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		848.71
01-04421	ARTISTIC CUSTOM BADGES	I-202408155864	101-5-211-42600	SUPPLIES - SHERIFF		427.10
01-04603	UNION COUNTY SHERIFF'S	I-202408155831	101-5-211-42630	BALLISTIC VESTS - SHERIFF		500.00
01-05295	FEDEX	I-202408155811	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		18.07
01-15118	PENNINGTON COUNTY JAIL	I-202408155800	101-5-211-42700	TRAVEL - SHERIFF		144.22
01-16017	QUALIFIED PRESORT SERVI	I-202408165953	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		180.06
01-22241	ONE OFFICE SOLUTION	I-202408165956	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		63.82
01-22241	ONE OFFICE SOLUTION	I-202408165957	101-5-211-42600	SUPPLIES - SHERIFF		546.27
DEPARTMENT 211 SHERIFF					TOTAL:	5,818.19

VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 101 GENERAL FUND
 DEPARTMENT: 212 COUNTY JAIL

ITEMS PRINTED: PAID, UNPAID

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00075	AVERA MCKENNAN HOSPITAL	I-202408166019	101-5-212-42200	PROF SERVICES - JAIL		1,215.59
01-00269	AVERA SACRED HEART HOSP	I-202408166004	101-5-212-42200	PROF SERVICES - JAIL		315.88
01-00269	AVERA SACRED HEART HOSP	I-202408166005	101-5-212-42200	PROF SERVICES - JAIL		1,064.52
01-00269	AVERA SACRED HEART HOSP	I-202408166006	101-5-212-42200	PROF SERVICES - JAIL		436.35
01-00269	AVERA SACRED HEART HOSP	I-202408166007	101-5-212-42200	PROF SERVICES - JAIL		1,508.88
01-00269	AVERA SACRED HEART HOSP	I-202408166008	101-5-212-42200	PROF SERVICES - JAIL		1,976.79
01-00269	AVERA SACRED HEART HOSP	I-202408166009	101-5-212-42200	PROF SERVICES - JAIL		182.44
01-01023	BUHL'S CLEANERS	I-202408155795	101-5-212-42640	UNIFORMS - JAIL		96.00
01-01383	SCOTT FAMILY DENTISTRY,	I-202408166012	101-5-212-42200	PROF SERVICES - JAIL		462.00
01-01383	SCOTT FAMILY DENTISTRY,	I-202408166013	101-5-212-42200	PROF SERVICES - JAIL		1,255.00
01-01442	AARMS	I-202408155776	101-5-212-42200	PROF SERVICES - JAIL		875.00
01-01608	ICS JAIL SUPPLIES INC	I-202408155865	101-5-212-42600	SUPPLIES - JAIL		281.20
01-02483	CULLIGAN	I-202408166044	101-5-212-42600	SUPPLIES - JAIL		55.00
01-03073	DIAMOND DRUGS	I-202408166001	101-5-212-42200	PROF SERVICES - JAIL		7,094.93
01-03273	MCKESSON MEDICAL-SURGIC	I-202408155850	101-5-212-42200	PROF SERVICES - JAIL		90.64
01-03678	TRINITY SERVICES GROUP	I-202408155807	101-5-212-42210	FOOD SERVICES - JAIL		5,225.45
01-03678	TRINITY SERVICES GROUP	I-202408155808	101-5-212-42210	FOOD SERVICES - JAIL		4,985.56
01-04098	AVERA MEDICAL GROUP WIL	I-202408166011	101-5-212-42200	PROF SERVICES - JAIL		111.81
01-04132	SPECTACLE SHOP LLC	I-202408166020	101-5-212-42200	PROF SERVICES - JAIL		220.00
01-04295	AT & T MOBILITY	I-202408155778	101-5-212-42520	MAINTENANCE CONTRACT - JAIL		204.41
01-04296	GUARDIAN ALLIANCE TECHN	I-202408155815	101-5-212-42520	MAINTENANCE CONTRACT - JAIL		620.00
01-04301	AVERA MEDICAL GROUP RAD	I-202408166014	101-5-212-42200	PROF SERVICES - JAIL		31.47
01-04301	AVERA MEDICAL GROUP RAD	I-202408166015	101-5-212-42200	PROF SERVICES - JAIL		14.25
01-04301	AVERA MEDICAL GROUP RAD	I-202408166016	101-5-212-42200	PROF SERVICES - JAIL		14.34
01-04301	AVERA MEDICAL GROUP RAD	I-202408166017	101-5-212-42200	PROF SERVICES - JAIL		95.05
01-04301	AVERA MEDICAL GROUP RAD	I-202408166018	101-5-212-42200	PROF SERVICES - JAIL		60.52
01-04341	PHYSICIANS LABORATORY L	I-202408166010	101-5-212-42200	PROF SERVICES - JAIL		44.16
01-04422	SAPPHIRE HEALTH LLC	I-202408155804	101-5-212-42200	PROF SERVICES - JAIL		550.00
01-04422	SAPPHIRE HEALTH LLC	I-202408155805	101-5-212-42200	PROF SERVICES - JAIL		550.00
01-04465	WHITNEY DELFORGE	I-202408155779	101-5-212-42200	PROF SERVICES - JAIL		1,537.50
01-04602	MARATHON ENGINEERING CO	I-202408155819	101-5-212-42500	MAINTENANCE - JAIL		1,725.00
01-07471	HARDING GLASS	I-202408155781	101-5-212-42500	MAINTENANCE - JAIL		3,120.00
01-09196	JACKS UNIFORMS & EQUIPM	I-202408155809	101-5-212-42640	UNIFORMS - JAIL		93.44
01-09287	JCL SOLUTIONS	I-202408166037	101-5-212-42600	SUPPLIES - JAIL		600.46
01-12167	MENARDS	I-202408165965	101-5-212-42600	SUPPLIES - JAIL		142.35
01-15051	PHARMCHEM INC.	I-202408155806	101-5-212-42200	PROF SERVICES - JAIL		2,636.19
01-15104	CORRECTIONAL RISK SERVI	I-202408155798	101-5-212-42220	INMATE INSURANCE - JAIL		2,951.20
01-18290	STRACHAN SALES, INC	I-202408155780	101-5-212-42500	MAINTENANCE - JAIL		672.03
01-22241	ONE OFFICE SOLUTION	I-202408165958	101-5-212-42520	MAINTENANCE CONTRACT - JAIL		65.42
01-22241	ONE OFFICE SOLUTION	I-202408165959	101-5-212-42600	SUPPLIES - JAIL		315.93
01-24002	YANKTON REXALL DRUG CO.	I-202408166000	101-5-212-42200	PROF SERVICES - JAIL		1,143.20
01-24004	YANKTON MEDICAL CLINIC	I-202408166022	101-5-212-42200	PROF SERVICES - JAIL		56.68
01-24004	YANKTON MEDICAL CLINIC	I-202408166023	101-5-212-42200	PROF SERVICES - JAIL		180.76
01-24004	YANKTON MEDICAL CLINIC	I-202408166024	101-5-212-42200	PROF SERVICES - JAIL		148.58
01-24004	YANKTON MEDICAL CLINIC	I-202408166025	101-5-212-42200	PROF SERVICES - JAIL		112.75
01-24004	YANKTON MEDICAL CLINIC	I-202408166026	101-5-212-42200	PROF SERVICES - JAIL		145.95
01-24004	YANKTON MEDICAL CLINIC	I-202408166027	101-5-212-42200	PROF SERVICES - JAIL		220.96
01-24004	YANKTON MEDICAL CLINIC	I-202408166028	101-5-212-42200	PROF SERVICES - JAIL		321.87
01-24004	YANKTON MEDICAL CLINIC	I-202408166029	101-5-212-42200	PROF SERVICES - JAIL		32.94

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 101 GENERAL FUND
 DEPARTMENT: 212 COUNTY JAIL

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-24004	YANKTON MEDICAL CLINIC	I-202408166030	101-5-212-42200	PROF SERVICES - JAIL		389.54
01-24004	YANKTON MEDICAL CLINIC	I-202408166031	101-5-212-42200	PROF SERVICES - JAIL		145.95
DEPARTMENT 212 COUNTY JAIL					TOTAL:	46,395.94

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VENDOR SET: 01 Yankton County
PACKET: 02396 KASI'S CLAIMS - 08-20-202
FUND : 101 GENERAL FUND
DEPARTMENT: 213 CORONER

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-13213	MARK NICKLES	I-202408155783	101-5-213-42700	TRAVEL - CORONER		52.02
DEPARTMENT 213 CORONER					TOTAL:	52.02

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DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR SET: 01 Yankton County
PACKET: 02396 KASI'S CLAIMS - 08-20-202
FUND : 101 GENERAL FUND
DEPARTMENT: 226 YANKTON AREA SEARCH & RES

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02001	CITY OF YANKTON	I-202408166049	101-5-226-42600	SUPPLIES - YSAR		144.99
01-05065	FIRST BANKCARD	I-202408155872	101-5-226-42600	SUPPLIES - YSAR		99.87
01-05065	FIRST BANKCARD	I-202408155874	101-5-226-43570	EQUIPMENT GRANT - YSAR		430.42
DEPARTMENT 226 YANKTON AREA SEARCH & TOTAL:						675.28

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VENDOR SET: 01 Yankton County
PACKET: 02396 KASI'S CLAIMS - 08-20-202
FUND : 101 GENERAL FUND
DEPARTMENT: 411 CARE OF POOR

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-202408165950	101-5-411-42600	SUPPLIES - POOR RELIEF		103.84
DEPARTMENT 411 CARE OF POOR					TOTAL:	103.84

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VENDOR SET: 01 Yankton County
PACKET: 02396 KASI'S CLAIMS - 08-20-202
FUND : 101 GENERAL FUND
DEPARTMENT: 421 PUBLIC HEALTH NURSE

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01536	EVERBANK, N.A.	I-202408155861	101-5-421-42400	RENTALS - NURSE		58.51
01-16017	QUALIFIED PRESORT SERVI	I-202408165949	101-5-421-42600	SUPPLIES - NURSE		28.09
DEPARTMENT 421 PUBLIC HEALTH NURSE TOTAL:						86.60

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 101 GENERAL FUND
 DEPARTMENT: 424 AMBULANCE

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00269	AVERA SACRED HEART HOSP	I-202408166002	101-5-424-42600	SUPPLIES - AMBULANCE		14.50
01-01200	CLARITY TELECOM, LLC	I-202408165939	101-5-424-42800	UTILITIES - AMBULANCE		143.01
01-01902	BOUND TREE MEDICAL LLC	I-202408155818	101-5-424-42600	SUPPLIES - AMBULANCE		1,245.97
01-02001	CITY OF YANKTON	I-202408166050	101-5-424-42600	SUPPLIES - AMBULANCE		1,502.83
01-02690	CINTAS	I-202408155784	101-5-424-42200	PROF SERVICES - AMBULANCE		190.68
01-02735	RAMKOTA HOTEL & CONFERE	I-202408155853	101-5-424-42700	TRAVEL - AMBULANCE		116.00
01-04332	ERIC VAN DUSEN	I-202408155863	101-5-424-42700	TRAVEL - AMBULANCE		305.50
01-04347	WAYSTAR INC.	I-202408155856	101-5-424-42200	PROF SERVICES - AMBULANCE		643.78
01-04466	COMPLETE WIRELESS TECHN	I-202408155785	101-5-424-42500	MAINTENANCE - AMBULANCE		103.15
01-05065	FIRST BANKCARD	I-202408155866	101-5-424-42200	PROF SERVICES - AMBULANCE		106.09
01-05194	FLOOR TEC	I-202408155860	101-5-424-42500	MAINTENANCE - AMBULANCE		223.36
01-12167	MENARDS	I-202408165964	101-5-424-42600	SUPPLIES - AMBULANCE		33.40
01-14005	OLSON'S PEST TECHNICIAN	I-202408166033	101-5-424-42500	MAINTENANCE - AMBULANCE		119.00
01-18610	TWO WAY SOLUTIONS INC	I-202408155851	101-5-424-42500	MAINTENANCE - AMBULANCE		75.00
01-24090	YANKTON COUNTY EMS	I-202408155854	101-5-424-42200	PROF SERVICES - AMBULANCE		80.99
DEPARTMENT 424 AMBULANCE					TOTAL:	4,903.26

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 101 GENERAL FUND
 DEPARTMENT: 441 MENTLLY HANDICAPPED

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00075	AVERA MCKENNAN HOSPITAL	I-202408166021	101-5-441-00010	PROF SERVICES - MENTALLY HAND		830.00
01-00269	AVERA SACRED HEART HOSP	I-202408165995	101-5-441-00010	PROF SERVICES - MENTALLY HAND		500.00
01-00269	AVERA SACRED HEART HOSP	I-202408165996	101-5-441-00010	PROF SERVICES - MENTALLY HAND		500.00
01-00269	AVERA SACRED HEART HOSP	I-202408165997	101-5-441-00010	PROF SERVICES - MENTALLY HAND		500.00
01-00269	AVERA SACRED HEART HOSP	I-202408165998	101-5-441-00010	PROF SERVICES - MENTALLY HAND		500.00
01-18215	SD ACHIEVE dba LIFESCAP	I-202408155787	101-5-441-00000	MISC - MENTALLY HANDICAPPED		120.00
DEPARTMENT 441 MENTLLY HANDICAPPED					TOTAL:	2,950.00

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 Yankton County
 KASI'S CLAIMS - 08-20-202
 GENERAL FUND
 MENTAL ILLNESS BOARD

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03990	FOX LAW FIRM, PLLC	I-202408165989	101-5-445-00000	HEARINGS - MENTAL ILLNESS		471.50
01-03990	FOX LAW FIRM, PLLC	I-202408165990	101-5-445-00000	HEARINGS - MENTAL ILLNESS		506.00
01-04000	VAL LARSON	I-202408165983	101-5-445-00000	HEARINGS - MENTAL ILLNESS		21.00
01-04100	FOX LAW FIRM, PLLC	I-202408165985	101-5-445-00000	HEARINGS - MENTAL ILLNESS		221.50
01-10118	MARK KATTERHAGEN	I-202408165984	101-5-445-00000	HEARINGS - MENTAL ILLNESS		21.00
01-11005	LEWIS & CLARK BEHAVIORA	I-202408155810	101-5-445-00000	HEARINGS - MENTAL ILLNESS		1,278.00
01-11033	LINCOLN COUNTY TREASURE	I-202408155813	101-5-445-00000	HEARINGS - MENTAL ILLNESS		2,035.59
01-11092	LUCILLE M. LEWNO	I-202408165982	101-5-445-00000	HEARINGS - MENTAL ILLNESS		390.00

DEPARTMENT 445 MENTAL ILLNESS BOARD TOTAL: 4,944.59

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 101 GENERAL FUND
 DEPARTMENT: 611 COUNTY EXTENSION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01321	LISA BARGER	I-202408155847	101-5-611-42900	4H - EXTENSION		40.00
01-01408	KATHY JORGENSEN	I-202408155844	101-5-611-42900	4H - EXTENSION		40.00
01-02402	MORGAN KORTHALS	I-202408155838	101-5-611-42900	4H - EXTENSION		40.00
01-03730	JOAN MILLER	I-202408155837	101-5-611-42900	4H - EXTENSION		40.00
01-03731	BOBBIE MOEHRING	I-202408155848	101-5-611-42900	4H - EXTENSION		40.00
01-04235	BARBARA LAW	I-202408155846	101-5-611-42900	4H - EXTENSION		40.00
01-04321	ROSE HAUGER	I-202408155839	101-5-611-42900	4H - EXTENSION		40.00
01-04322	ELIJAH BERRY	I-202408155841	101-5-611-42900	4H - EXTENSION		40.00
01-04323	JACKIE DICKES	I-202408155842	101-5-611-42900	4H - EXTENSION		40.00
01-04324	PAUL HARENS	I-202408155843	101-5-611-42900	4H - EXTENSION		40.00
01-04329	TAYLOR ARENS	I-202408155849	101-5-611-42900	4H - EXTENSION		100.00
01-04596	BOB EVANS	I-202408155835	101-5-611-42900	4H - EXTENSION		40.00
01-04597	KAYCEE MICHAEL	I-202408155824	101-5-611-42900	4H - EXTENSION		40.00
01-04598	GRACE OLINGER	I-202408155823	101-5-611-42900	4H - EXTENSION		332.60
01-04599	ADDISON HAASE	I-202408155822	101-5-611-42900	4H - EXTENSION		160.00
01-04600	MACKENZIE STEINBRECHER	I-202408155821	101-5-611-42900	4H - EXTENSION		40.00
01-04601	MIKE BOSMA	I-202408155820	101-5-611-42900	4H - EXTENSION		108.14
01-07134	CHERYL HAVERMANN	I-202408155836	101-5-611-42900	4H - EXTENSION		40.00
01-10140	JOLENE KRALICEK	I-202408155845	101-5-611-42900	4H - EXTENSION		40.00
01-10384	MARY KULISH	I-202408155840	101-5-611-42900	4H - EXTENSION		40.00
01-13001	NORTHWESTERN ENERGY	I-202408166032	101-5-611-42800	UTILITIES - EXTENSION		240.33
01-22077	WNAX SAGA COMMUNICATION	I-202408155790	101-5-611-42900	4H - EXTENSION		293.00
01-22241	ONE OFFICE SOLUTION	I-202408165955	101-5-611-42600	SUPPLIES - EXTENSION		163.80
01-24035	YANKTON COUNTY LEADERS	I-202408155796	101-5-611-42510	GROUNDS MAINTENANCE- EXTENSIO		4,636.39
01-24035	YANKTON COUNTY LEADERS	I-202408155797	101-5-611-42900	4H - EXTENSION		228.00

DEPARTMENT 611 COUNTY EXTENSION TOTAL: 6,902.26

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VENDOR SET: 01 Yankton County
PACKET: 02396 KASI'S CLAIMS - 08-20-202
FUND : 101 GENERAL FUND
DEPARTMENT: 615 WEED

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-21095	VAN DIEST SUPPLY CO	I-202408165936	101-5-615-42690	CHEMICALS - WEED		3,120.00
01-22241	ONE OFFICE SOLUTION	I-202408165935	101-5-615-42600	SUPPLIES - WEED		15.68
DEPARTMENT 615 WEED					TOTAL:	3,135.68

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 101 GENERAL FUND
 DEPARTMENT: 711 PLANNING & ZONING

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-05065	FIRST BANKCARD	I-202408155868	101-5-711-42700	TRAVEL - ZONING		924.88
01-12418	MICROFILM IMAGING SYSTE	I-202408166036	101-5-711-42500	MAINTENANCE - ZONING		70.00
01-16017	QUALIFIED PRESORT SERVI	I-202408165948	101-5-711-42600	SUPPLIES - ZONING		15.70
01-18020	SD ASSOCIATION OF COUNT	I-202408155858	101-5-711-42700	TRAVEL - ZONING		200.00
DEPARTMENT 711 PLANNING & ZONING					TOTAL:	1,210.58
FUND 101 GENERAL FUND					TOTAL:	129,913.87

VENDOR SET: 01 Yankton County
PACKET: 02396 KASI'S CLAIMS - 08-20-202
FUND : 201 ROAD & BRIDGE
DEPARTMENT: 311 HIGHWAY CONSTRUCTION & MA

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01011	BOMGAARS	I-202408165904	201-5-311-42500	MAINTENANCE - HWY		80.95
01-01013	B-Y WATER DISTRICT	I-202408165905	201-5-311-42800	UTILITIES - HWY		78.00
01-01166	BUTLER MACHINERY CO.	I-202408165906	201-5-311-42500	MAINTENANCE - HWY		9,133.44
01-01200	CLARITY TELECOM, LLC	I-202408165938	201-5-311-42800	UTILITIES - HWY		101.00
01-01772	TERRY SCHRAMM	I-202408165907	201-5-311-42650	GRAVEL - HWY		48,100.00
01-02008	NAPA AUTO PARTS OF YANK	I-202408165908	201-5-311-42500	MAINTENANCE - HWY		435.28
01-02008	NAPA AUTO PARTS OF YANK	I-202408165909	201-5-311-42600	SUPPLIES - HWY		338.91
01-02058	KNIFE RIVER - SOUTH DAK	I-202408165910	201-5-311-42600	SUPPLIES - HWY		19,248.55
01-02058	KNIFE RIVER - SOUTH DAK	I-202408165912	201-5-311-42904	ASPHALT ROADS - HWY		44,827.20
01-02143	CENTURYLINK	I-202408165913	201-5-311-42800	UTILITIES - HWY		72.54
01-02273	IMEG CORP.	I-202408165914	201-5-311-42900	ANNUAL PROJECTS - HWY		8,323.61
01-02273	IMEG CORP.	I-202408165915	201-5-311-42901	DUST CONTROL APP - HWY		3,073.32
01-03074	DIESEL MACHINERY, INC.	I-202408165916	201-5-311-42400	RENTALS - HWY		1,700.00
01-03105	GREGG DAVIS EXCAVATION	I-202408165917	201-5-311-42902	EMERGENCIES - HWY		350.00
01-03820	AMAZON CAPITAL SERVICES	I-202408165918	201-5-311-42600	SUPPLIES - HWY		98.98
01-04489	NEW CENTURY FS	I-202408165919	201-5-311-42640	HIGHWAY FUEL - HWY		1,578.64
01-04505	MARX DUST CONTROL	I-202408165920	201-5-311-42600	SUPPLIES - HWY		4,320.00
01-04594	RIVERSIDE CONCRETE PUMP	I-202408165921	201-5-311-42600	SUPPLIES - HWY		1,866.22
01-04595	DEAN VAITH	I-202408165922	201-5-311-42600	SUPPLIES - HWY		1,100.00
01-05076	FISCHER GRAVEL	I-202408165923	201-5-311-42903	BRIDGES - HWY		3,525.00
01-08014	I STATE TRUCK CENTER	I-202408165924	201-5-311-42500	MAINTENANCE - HWY		401.56
01-08014	I STATE TRUCK CENTER	I-202408165925	201-5-311-42600	SUPPLIES - HWY		600.00
01-09014	JEBRO INC.	I-202408165926	201-5-311-42900	ANNUAL PROJECTS - HWY		47,406.99
01-09120	JANSSEN'S GARBAGE SERVI	I-202408165927	201-5-311-42800	UTILITIES - HWY		60.00
01-12371	MIDAMERICAN ENERGY	I-202408165928	201-5-311-42800	UTILITIES - HWY		24.99
01-18541	SPENCER QUARRIES INC	I-202408165929	201-5-311-42902	EMERGENCIES - HWY		872.46
01-18541	SPENCER QUARRIES INC	I-202408165930	201-5-311-42903	BRIDGES - HWY		2,572.85
01-19005	TRUCK TRAILER SALES & S	I-202408165931	201-5-311-42500	MAINTENANCE - HWY		740.41
01-19057	TRUENORTH STEEL	I-202408165932	201-5-311-42600	SUPPLIES - HWY		33,145.20
01-19120	MIDWEST TIRE ADMIN-/TMA	I-202408165933	201-5-311-42500	MAINTENANCE - HWY		93.55
01-22241	ONE OFFICE SOLUTION	I-202408165934	201-5-311-42600	SUPPLIES - HWY		70.14
DEPARTMENT 311 HIGHWAY CONSTRUCTION & TOTAL:						234,339.79

FUND 201 ROAD & BRIDGE TOTAL: 234,339.79

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 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-202408165940	207-5-225-42800	UTILITIES - E911		1,103.36
01-02692	CENTURYLINK	I-202408155799	207-5-225-42800	UTILITIES - E911		166.40
01-06224	GOLDEN WEST TELECOMMUNI	I-202408155812	207-5-225-42800	UTILITIES - E911		145.00
DEPARTMENT 225 LOCAL EMERGENCY PLANNI TOTAL:						1,414.76
FUND 207 EMERGENCY 911 FUND TOTAL:						1,414.76

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 Yankton County
 KASI'S CLAIMS - 08-20-202
 EMERGENCY MANAGEMENT
 EMERGENCY MANAGEMENT

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-05065	FIRST BANKCARD	I-202408155870	226-5-222-42600	SUPPLIES - EDS		484.18
01-05065	FIRST BANKCARD	I-202408155871	226-5-222-42200	PROF SERVICES - EDS		202.41
01-05065	FIRST BANKCARD	I-202408155873	226-5-222-42610	OEM DIASTER PLAN - EDS		58.87
01-19247	TABOR LUMBER COOPERATIV	I-202408155786	226-5-222-42600	SUPPLIES - EDS		264.73
DEPARTMENT 222 EMERGENCY MANAGEMENT TOTAL:						1,010.19
FUND 226 EMERGENCY MANAGEMENT TOTAL:						1,010.19

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 233 COUNTY BUILDING
 DEPARTMENT: 920 GOVERNMENT BUILDINGS

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02483	CULLIGAN	I-202408166043	233-5-920-00000	COUNTY BUILDINGS		228.20
01-03950	ARS, A TECTA AMERICA CO	I-202408155801	233-5-920-00000	COUNTY BUILDINGS		960.00
DEPARTMENT 920 GOVERNMENT BUILDINGS TOTAL:						1,188.20
FUND 233 COUNTY BUILDING TOTAL:						1,188.20

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 248 24/7 SOBRIETY FUND
 DEPARTMENT: 212 24/7 PROGRAM

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03707	PRECISION KIOSK TECHNOL	I-202408155782	248-5-212-42600	SUPPLIES - 24/7		1,350.00
DEPARTMENT 212 24/7 PROGRAM						TOTAL: 1,350.00
FUND 248 24/7 SOBRIETY FUND						TOTAL: 1,350.00

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 759 CLEARING FUND
 DEPARTMENT: 000 MISC

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 ITEMS PRINTED: PAID, UNPAID

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00042	YANKTON RURAL FIRE PROT	I-202408155903	759-5-000-00000	YANKTON RURAL FIRE REFUND		36,471.49
01-02096	LESTERVILLE FIRE	I-202408155896	759-5-000-00000	LESTERVILLE FIRE REFUND		5,314.90
01-06206	GAYVILLE FIRST RESPONDE	I-202408155894	759-5-000-00000	GAYVILLE FIRE REFUND		3,586.55
01-08027	IRENE FIRE DEPARTMENT	I-202408155895	759-5-000-00000	IRENE FIRE REFUND		6,113.94
01-12582	MENNO RURAL FIRE	I-202408155897	759-5-000-00000	MENNO FIRE REFUND		1,860.29
01-18885	SCOTLAND FIRE DEPARTMEN	I-202408155898	759-5-000-00000	SCOTLAND FIRE REFUND		390.23
01-19164	TABOR FIRE DEPARTMENT	I-202408155899	759-5-000-00000	TABOR FIRE REFUND		1,677.77
01-21084	VOLIN FIRE DEPARTMENT	I-202408155901	759-5-000-00000	VOLIN FIRE REFUND		3,097.47
01-21113	VIBORG FIRE DISTRICT	I-202408155900	759-5-000-00000	VIBORG FIRE REFUND		633.63
01-24043	YANKTON CITY FIRE DEPAR	I-202408155902	759-5-000-00000	YANKTON CITY FIRE REFUND		78,884.20
DEPARTMENT 000 MISC					TOTAL:	138,030.47

8/16/2024 3:16 PM
 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 759 CLEARING FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL

PAGE: 33
 ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02291	SATELLITE TRACKING OF P	I-202408155768	759-4-34216	JAIL TRACKING MONITORS		438.75
			759-4-34216	REFUND - CAM DAILY FEE		49.00
			759-4-34216	REFUND - CAM DAILY FEE		95.00
			759-4-34216	REFUND - CAM DAILY FEE		19.00
			759-4-34216	REFUND - CAM DAILY FEE		108.00
			759-4-34216	REFUND - CAM DAILY FEE		15.00
			759-4-34216	REFUND - CAM DAILY FEE		16.00
			759-4-34216	REFUND - CAM DAILY FEE		28.00
			759-4-34216	REFUND - CAM DAILY FEE		65.00
			759-4-34216	REFUND - CAM DAILY FEE		13.00
01-18405	BYRON NOGELMEIER	I-202408155773	759-4-34217	CAM DAILY FEE		3,924.00
					DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL: 4,770.75
					FUND 759 CLEARING FUND	TOTAL: 142,801.22

8/16/2024 3:16 PM
 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02396 KASI'S CLAIMS - 08-20-202
 FUND : 768 ST WIDE 24/7 SOBRIETY FUN
 DEPARTMENT: N/A NON-DEPARTMENTAL

PAGE: 34
 ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
			768-4-34230	REFUND - STATE PAR. FEE		28.00
01-18405	BYRON NOGELMEIER	I-202408155774	768-4-34230	STATE PARTICIPATION FEE		398.00
01-18405	BYRON NOGELMEIER	I-202408155775	768-4-34230	STATE PARTICIPATION FEE		8.00
DEPARTMENT 0000 NON-DEPARTMENTAL					TOTAL:	434.00
FUND 768 ST WIDE 24/7 SOBRIETY					TOTAL:	434.00
REPORT GRA TOTAL:						512,452.03

YANKTON COUNTY
Mental Illness Hearings
Income by Customer Summary
JUNE, 2024

Brown County	156.50
Clay County	156.50
Codington County	168.00
Davison County	707.75
Fall River County	145.00
Hughes County	110.50
Hutchinson County	145.00
Jerauld County	145.00
Lawrence County	347.50
Lincoln County	110.50
Minnehaha County	585.75
Pennington County	145.00
SDHSC	173.75
Spink County	278.50
Walworth County	145.00
TOTAL	<u>\$3,520.25</u>

YANKTON COUNTY
Mental Illness Hearings
Income by Customer Summary
MAY, 2024

Bon Homme County	278.50
Brookings County	110.50
Brown County	400.50
Clay County	255.50
Codington County	156.50
Davison County	417.75
Hughes County	591.50
Hutchinson County	110.50
Lawrence County	110.50
Meade County	255.50
Minnehaha County	992.00
Pennington County	145.00
Potter County	145.00
SDHSC	412.00
Walworth County	<u>133.50</u>
TOTAL	<u>\$4514.75</u>

YANKTON COUNTY
Mental Illness Hearings
Income by Customer Summary
APRIL, 2024

Bon Homme County	145.00
Brookings County	557.00
Brown County	435.00
Charles Mix County	133.50
Clay County	301.50
Codington County	637.50
Hamlin County	110.50
Hughes County	591.50
Lawrence County	168.00
Lincoln County	324.50
Meade County	168.00
Minnehaha County	1,160.00
Pennington County	145.00
SDHSC	522.50
Spink County	168.00
TOTAL	<u>\$5,567.50</u>

ILLUSTRATION 18
AUDITOR'S MONTHLY SETTLEMENT WITH TREASURER
 YANKTON COUNTY
 July 31, 2024
 _____ DATE

CASH ON HAND IN TREASURER'S OFFICE:

SILVER AND PENNIES	\$0.46
ONES	\$11.00
FIVES	\$5.00
TENS	\$30.00
TWENTIES	\$1,240.00
FIFTIES	\$100.00
HUNDREDS	\$800.00
CASH ITEMS	\$68.40
CHECKS (SEE ATTACHED TAPE)	\$43,253.74
OFFICE CHANGE	\$1,430.00
TOTAL CASH ON HAND	\$46,938.60

CHECKING ACCOUNT BALANCES:

FIRST DAKOTA NATIONAL BANK	\$7,623,492.96
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SAVINGS ACCOUNT BALANCES:

1ST DAKOTA NATIONAL BANK CR CARD	\$1,131,664.23
COR TRUST BANK GAYVILLE	\$668,297.42
COR TRUST BANK YANKTON	\$615,212.59
FIRST NATIONAL BANK, YANKTON	\$519,729.44
FIRST INTERSTATE	\$370,158.84

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	\$4,921.51
------------	------------

GRAND TOTAL CASH AND BALANCES

\$12,731,031.97

GENERAL LEDGER CASH AND INVESTMENT BALANCES BY FUNDS:

GENERAL FUND	\$9,215,793.61
SPECIAL FUND	\$1,466,673.27
TRUST AND AGENCY FUNDS	\$2,048,562.84

* \$2.25
 difference
 due to Medical
 Insurance

GRAND TOTAL GENERAL LEDGER CASH AND INVESTMENTS

\$12,731,029.72

Patty Hojem
 COUNTY AUDITOR SIGNATURE

Patty L. Chase
 COUNTY TREASURER SIGNATURE

 8/13/24
 DATE

 8-13-24
 DATE

POOLED CASH REPORT
AS OF: JULY 31ST, 2024

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>				
101-10100	GENERAL CASH & DEPOSITS	9,835,396.03	(619,602.42)	9,215,793.61
201-10100	ROAD & BRIDGE CASH & DEPOSITS	(48,943.53)	(254,323.37)	(303,266.90)
207-10100	E911	415,449.03	(13,811.39)	401,637.64
210-10100	JAIL BLDG CASH & DEPOSITS	686,405.20	(326.96)	686,078.24
226-10100	EMERGENCY MANAGEMENT	(29,599.78)	(35,108.96)	(64,708.74)
229-10100	DOMESTIC ABUSE	7,262.81	599.74	7,862.55
233-10100	COUNTY BUILDING	43,199.64	(1,014.00)	42,185.64
243-10100	HISTORICAL PRESERVATION	1,375.44	(397.10)	978.34
248-10100	24/7 FUND	103,793.20	1,831.89	105,625.09
250-10100	M & P R FUND	131,739.23	883.85	132,623.08
290-10100	AMERICAN RESCUE PLAN	0.00	0.00	0.00
295-10100	RURAL ACCESS INFRASTRUCTURE	289,683.66	200,158.96	489,842.62
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	430,861.55	2,639.51	433,501.06
403-10100	Debt Service - Highway Blg	0.00	0.00	0.00
404-10100	DEBT SERVICE - NAPA JUNCTION	243,711.94	0.00	243,711.94
704-10100	COUNTY LAW LIBRARY	2,306.42	349.00	2,655.42
705-10100	TOWER FUND	13,358.41	0.00	13,358.41
721-10100	DISTRICT SCHOOLS	410,769.03	(319,133.08)	91,635.95
723-10100	CITIES & TOWNS	33,274.44	9,368.66	42,643.10
725-10100	TOWNSHIPS	31,620.72	23,642.20	55,262.92
733-10100	ROAD DISTRICTS	0.00	0.00	0.00
734-10100	BOND DEPOSITS	0.00	0.00	0.00
735-10100	DELINQUENT TAXES	32,820.80	560.00	33,380.80
736-10100	MUNICIPALITIES	0.00	0.00	0.00
739-10100	SPECIAL ASSESSMENTS	0.00	0.00	0.00
740-10100	DRAINAGE DITCHES	347,928.96	180.24	348,109.20
742-10100	STATE MOTOR	482,317.32	64,948.71	547,266.03
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	4,306.18	138,041.47	142,347.65
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	(97.15)	(42.94)
768-10100	Statewide 24/7 Sobriety Prog	3,056.00	180.00	3,236.00
769-10100	M & PR Fund	0.00	0.00	0.00
770-10100	OTHER SPECIALS	14,221.21	(6,927.21)	7,294.00
771-10100	W 11TH IMPROVEMENT ZONE	<u>42,138.91</u>	<u>685.00</u>	<u>42,823.91</u>
TOTAL CLAIM ON CASH		13,537,702.13	(806,672.41)	12,731,029.72
		=====	=====	=====

CASH IN BANK - POOLED CASH

999-10050	TOTAL CASH ON HAND	71,787.99	(24,851.64)	46,936.35
999-10100	Pooled Cash Checking	9,064,810.20	(1,441,317.24)	7,623,492.96
999-10200	CHECKING CREDIT CARD	0.00	0.00	0.00
999-10300	SAVINGS ACCOUNT BALANCES	4,396,377.63	659,301.27	5,055,678.90

POOLED CASH REPORT
AS OF: JULY 31ST, 2024

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>195.20</u>	<u>4,921.51</u>
SUBTOTAL CASH IN BANK - POOLED CASH			13,537,702.13	(806,672.41)	12,731,029.72
<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			13,537,702.13	(806,672.41)	12,731,029.72
<u>DUE TO OTHER FUNDS - POOLED CASH</u>					
999-20300		DUE TO OTHER FUNDS	<u>13,537,702.13</u>	<u>(806,672.41)</u>	<u>12,731,029.72</u>
TOTAL DUE TO OTHER FUNDS			13,537,702.13	(806,672.41)	12,731,029.72

Yankton County Government Center

Quote #118287 v1

Prepared For:

Yankton County Government Center

Andrew Van Donselaar
321 west 3rd street

YANKTON, South Dakota

P: (605) 260-4400

E:

Contract:

Prepared by:

RTI

Tom Bosley
105 Gateway Dr.
PO Box 1547
North Sioux City, SD 57049

P: 866.804.4388


E: tbosley@1rti.com


Date Issued:



08.05.2024


Expires:

09.20.2024

		Price	Qty	Ext. Price
MX85-HW	Meraki MX85 Network Security/Firewall Appliance - 10 Port - 1000Base-T, 1000Base-X - Gigabit Ethernet - 9 x RJ-45 - 4.0 Total Expansion Slots - 1U - Rack-mountable	\$1,239.55	1	\$1,239.55
				
LIC-MX85-SEC-5Y	Meraki Advanced Security for MX85 - License and Support - 5 Year	\$3,862.77	1	\$3,862.77
			Subtotal:	\$5,102.32

		Price	Qty	Ext. Price
MS130-48X	Meraki Ethernet Switch - 48 Ports - Manageable - Gigabit Ethernet, 2.5 Gigabit Ethernet - 10/100/1000Base-T, 1000Base-X, 2.5GBase-X - 2 Layer Supported - 4 SFP Slots - 740 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - Rack-mountabl	\$3,461.22	4	\$13,844.88
				
LIC-MS130-48-5Y	Meraki Enterprise License and Support - MS130-48 - Enterprise License and Support - 5 Year License Validation Period	\$470.36	4	\$1,881.44
			Subtotal:	\$15,726.32

Twinax Cables		Price	Qty	Ext. Price
MA-CBL-TA-1M	Meraki Cisco 10Gb TwinAx Cable (1m) - 3.28 ft Twinaxial Network Cable for Network Device - First End: SFP+ Network	\$54.62	3	\$163.86
				
MA-CBL-TA-3M	ENET Meraki Compatible TAA Compliant Functionally Identical 10GBASE-CU SFP+ Direct-Attach Cable (DAC) Passive 3m - Programmed, Tested, and Supported in the USA, Lifetime Warranty	\$81.93	1	\$81.93
				
			Subtotal:	\$245.79

MR44-HW & NR56-HW		Price	Qty	Ext. Price
MR44-HW	Meraki MR44 802.11ax 2.93 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - 2.5 Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable	\$545.06	5	\$2,725.30
				



MR44-HW & NR56-HW		Price	Qty	Ext. Price
MR56-HW	Meraki MR56 802.11ax 5.90 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - 5 Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable	\$991.14	1	\$991.14
LIC-ENT-5YR	Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period	\$316.11	6	\$1,896.66
			Subtotal:	\$5,613.10

Quote Summary	Amount
MX85-HW	\$5,102.32
MS130-48X	\$15,726.32
Twinax Cables	\$245.79
MR44-HW & NR56-HW	\$5,613.10
	Total: \$26,687.53

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.