

Agenda		Yankton County Commission 6:00 PM, Tuesday, September 1, 2026 Commission Chamber Yankton County Government Center DOCUMENTS WILL BE AVAILABLE AT AUDITOR’S OFFICE FOR REVIEW BEGINNING AUGUST 28TH. COPIES AVAILABLE FOR \$1.00 PER PAGE	
Meeting chaired by: Call to order: 02 Roll Call:		John Marquardt, Chairman 6:00 PM PLEDGE OF ALLEGIANCE _____ Don Kettering _____ Wanda Howey-Fox _____ Ryan Heine _____ Dan Klimisch _____ John Marquardt	
AGENDA ITEMS			
No.	Time	Item Description	Presenter
03	6:00 PM	Abstain Financial Conflict of Interest (SDCL 6-1-17) Non-Financial Interest-Must State Reason for Abstaining	Commissioner Marquardt
04	6:05 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	1st Reading Ordinance #26 Gross Receipts and a use Tax	Commission
06	6:15 PM	Contract approval of the LEMPG Approve Appendix B of the LEMPG Contract Surplus Boat Trailer	OEM

07	6:20 PM	Zoning for Housing	Eddie Burl
08	6:25 PM	SD Fit Resolution	Commission
		Board of Adjustment	
09	6:30 PM	CUP - Brandt	Zoning
		Regular Session	
10	6:35 PM	Discuss problems with recording meetings	Commission
11	6:40 PM	August 28, 2026 Minutes	
		August 28, 2026 Minutes	
12	6:45 PM	Claims	Auditor
13	6:50 PM	August 2026 Payroll	Auditor
		June & July 2026 Auditor/Treasurer Reports & Pooled Cash	
		2026 2 nd Quarter MI Report	
		Surplus Items - Sheriff	
14	6:55 PM	Public Comment	
15	7:00 PM	Commissioner Updates	
16	7:05 PM	Executive Session	State's Attorney
		Poor Relief Issues Pursuant to	
		SDCL 1-25-2 & 28-13 and 28-13-1.3	
		August 28, 2026 Minutes	
		Items for Next Meeting	

ORDINANCE #26

AN ORDINANCE IMPOSING A COUNTY GROSS RECEIPTS TAX AND A USE TAX FOR YANKTON COUNTY, SOUTH DAKOTA

BE IT ORDAINED BY YANKTON COUNTY, SOUTH DAKOTA.

Section 1. **PURPOSE:** The purpose of this ordinance is to provide additional needed revenue for Yankton County, South Dakota, by imposing county gross receipts tax pursuant to the powers granted to the county by the State of South Dakota by SDCL 10-52B. The purpose of the county gross receipts tax is to provide property tax relief on the county property tax levy for all property classified as owner-occupied. All monies collected by the county from the gross receipts tax must be deposited into a property tax reduction fund, whereby passage of this ordinance shall hereby create.

Section 2. **EFFECTIVE DATE AND ENACTMENT OF TAX:** From and after the first day of January, 2027, there is hereby imposed as a county gross receipts tax of one-half percent (0.5%) on the gross receipts of all persons engaged in business within the jurisdiction of Yankton County, South Dakota, who are subject to the South Dakota Retail Occupational Sales and Service Tax, SDCL 10-45 and acts amendatory thereto.

Section 3. **USE TAX:** In addition, there is hereby imposed a gross receipts tax on the privilege of use, storage, and consumption within the jurisdiction of the county of items purchased from and after the first of January, 2027, at the same rate as the county gross receipt tax upon all transactions or use, storage, and consumption which are subject to the South Dakota Use Tax, SDCL 10-46, and acts amendatory thereto.

Section 4. **COLLECTION:** Such tax is levied pursuant to authorization granted by SDCL 10-52B and acts amendatory thereto, and shall be collected by the South Dakota Department of Revenue in accordance with the same rules and regulations applicable to the State Sales Tax and under such additional rules and regulations as the Secretary of Revenue of the State of South Dakota shall lawfully prescribe.

Section 5. **INTERPRETATION:** It is declared to be the intention of this ordinance and the taxes levied hereunder that the same shall be interpreted and construed in the same manner as all sections of the South Dakota Retail Occupational Sales and Service Tax, SDCL 10-45 and acts amendatory thereto and the South Dakota Use Tax, SDCL 10-46 and acts amendatory hereto, and that this shall be considered a similar tax except for the rate thereof to that tax.

Section 6. **COUNTY ADMINISTRATIVE FEES:** There shall be allocated from the Property Tax Reduction Fund established herein, amounts necessary to implement this ordinance in the amount of two percent (2%) of all monies deposited in the property tax reduction fund during the first year of implementation and \$20,000 per year thereafter.

Section 7. **PENALTY:** Any person failing or refusing to make reports or payments prescribed by this ordinance and the rules and regulations relating to the ascertainment and collection of the tax herein levied shall be subject to all such collection remedies authorized by SDCL 10-45, and acts amendatory thereto, and SDCL 10-46, and acts amendatory thereto.

Section 8. SEVERABILITY: If any provision of this ordinance is declared unconstitutional or the application thereof to any person or circumstances held invalid the constitutionality of the remainder of the ordinance and applicability thereof to other persons or circumstances shall not be affected thereby.

Yankton County Chairman, John Marquardt /s/
ATTEST: Patty Hojem, Yankton County Auditor /s/

First Reading: September 1, 2026

Second Reading and Adoption: September 17, 2026

Publication Date: August 21 and August 28, 2026

August 12, 2026

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

You are receiving this agreement because you are participating in the current LEMPG year (2026 LEMPG). Counties may choose to participate in the grant annually; however, if you do decide to not participate in this grant year, you will not be able to rejoin the program until the 2028 grant year.

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 2027 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. Section 30 of the Subrecipient Agreement has general requirements which must be completed by September 30, 2027. 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 program, please sign the 2027 Local Emergency Management Performance Grant Agreement and return the signed signature page to your assigned Regional Coordinator by September 30, 2026. 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 and are able to provide updated Exhibit A's including grant reimbursement totals and when we will begin making reimbursement payments.

Note to the County Auditor:

The LEMPG grant is provided to counties to pay for up to 50% of the emergency management director's salary and benefits accrued as a result of maintaining the office of the director, but not to exceed the allotted grant. 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,

A handwritten signature in cursive script, reading "Tina A. Titze". The signature is written in dark ink on a white background.

TINA A. TITZE

Director

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

Attachments: 2027 LEMPG Grant Package

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2027 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT
AGREEMENT**

**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, the county is required to contribute a cost match of non-Federal funds in the amount of 50% of salary and benefits. Counties with population under 19,000 will be eligible to be reimbursed up to 50% for one emergency manager, but not to exceed the allotted grant. Counties with population over 19,000 will be eligible to be reimbursed up to 50% for two emergency managers, but not to exceed the allotted grant. This reimbursement is by position, not FTE equivalent. 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.

The State shall evaluate each subrecipient's fraud risk and risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.

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 \$1,000,000 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 \$1,000,000 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 publicly 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: Davis-Bacon Act (40 U.S.C. 3141-3148), 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.

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. Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the indemnification, controlling law and venue, and sovereign immunity provisions.

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. CERTIFICATIONS:

A. 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.

B. 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.

C. CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

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.

D. 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 caused to suspend and debar a business under SDCL § 5-18D-12.

26. INDEMNIFICATION:

Sub-Recipient agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Sub-Recipient shall

defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Sub-Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Sub-Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Sub-Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Sub-Recipient in the defense. This section does not require Sub-Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

27. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

28. HEADINGS:

The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

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 this section. 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).
- 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 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 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 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 shall be an attachment to your Mass Care Annex. Documentation of the attendees of the meeting will be reported to the Regional Coordinator and uploaded to WebEOC following the meeting. Upload a new/updated electronic copy of the LEOP to your County Plans board in WebEOC and delete the previous version.

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 are 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 are 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 through 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.
- Assist in the development of and participate in a Homeland Security Exercise and Evaluation Program (HSEEP) consistent Regional EOC Staffing exercise incorporating Operational Coordination, Operational Communications, and regional EOC staffing capability. The exercise should be designed as a Tabletop, Functional, or Full-Scale exercise. Regional Coordinator to document and verify participation. If the jurisdiction does not attend and participate in the exercise, members may attend a different region's exercise if available, or the jurisdiction must complete a Full-scale exercise in their own jurisdiction to fulfill the requirement. See the **Administrative Manual Exhibit D** for additional information and requirements regarding exercises.
- 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 - NQS:** All recipients and subrecipients in the 50 States, the District of Columbia and Puerto Rico that have identified deployable personnel and created a National Qualification System (NQS) implementation plan must work toward achieving the Phase 3 National Qualification System (NQS) implementation objectives. In addition to executing their Implementation Plan, all required jurisdictions shall work towards issuing Position Task Books to designated incident workforce personnel and ensure those personnel show progress in working toward task endorsements and minimum training requirements.

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 complete the requirements for one of the OEM scheduled drills (See the **Administrative Manual Exhibit D** for additional information) 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.
- Utilize the state supplied Bridge4PS application within your region and jurisdiction 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.
- Host or cohost (two jurisdictions) and attend an in-person update/refresher Crisis Track workshop for your county and entities within your county (2-3hour class). *Utilization of the software by all entities is required for PDA documentation submission.*

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. Primary Emergency Management workers for purposes of the LEMPG program must be a minimum of 50%-time emergency management employees. Assistant Emergency Management workers for purpose of the LEMPG program must be a minimum of 25%-time emergency management employees. 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., or be funded by another federal grant source, they cannot be considered a 100%-time County Emergency Management worker and the percentage of time needs to 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 to include tracking of local jurisdiction emergency response member and elected official minimum training requirements.

39. AGREEMENT ARTICLES:

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

40. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations, and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

41. CERTIFICATION – TERMS AND CONDITIONS

The State is required to obtain certification under the "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" term that the sub-recipient will comply with the requirements of this term in addition to any other requirements set forth by the articles and terms listed and updated in Exhibit B. By signing this agreement, sub-recipient certifies to comply with these requirements.

42. CERTIFICATION OF COMPLIANCE WITH FOREIGN NATIONAL VETTING

By signing this agreement, sub-recipient certifies that, to the best of their knowledge and belief, the information provided under this certification is accurate and complete. Subrecipient attests that vetting has been conducted consistent with federal grant requirements, and that subrecipient compliance has been verified.

To: South Dakota Office of Emergency Management

Subject: Subrecipient Certification of Compliance with Foreign National Vetting Requirements

Dear South Dakota Office of Emergency Management,

In accordance with the applicable Notices of Funding Opportunity, and the terms and conditions of the Emergency Management Performance Grant (EMPG), **Yankton County** hereby certifies compliance with the foreign national vetting requirements as outlined below:

1. **Employment Eligibility Verification:**

- **Yankton County** retains completed Form I-9, Employee Eligibility Verification, documentation for all employees whose personnel or fringe costs are charged directly to the federal award, consistent with the Immigration Reform and Control Act of 1986 and 8 C.F.R. Part 274a.
2. **No Foreign Nationals (if applicable):**
- **Yankton County** certifies that all personnel charged to the subaward are U.S. citizens or nationals and that the vetting requirements related to foreign nationals do not apply. [Indicate as N/A if not applicable] _____
3. **Foreign Nationals Charged to the Award (if applicable):**
- **Yankton County** certifies that such individual has been properly vetted in accordance with federal employment eligibility requirements, and that form I-9 documentation is on file. [Indicate as N/A if not applicable] _____
4. **Documentation and Record Retention:**
- All vetting records, Form I-9 documentation, short bios, resumes, and other supporting materials referenced in this certification are retained by **Yankton County** in accordance with federal statutes, regulations, award record retention requirements, and applicable laws.
 - Such documentation will be maintained in a manner consistent with privacy protections and made available to FEMA only upon request during monitoring or audit.
 - **Yankton County** maintains organizational leadership and board member information on file and will provide it to the recipient upon request.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2027 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT
AGREEMENT**

**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 Printed Name – County Commission Chairperson

Sub-Recipient Signature - County Commission Chairperson

South Dakota Office of Emergency Management Director

Date

Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (must match the name associated with its Unique Entity Identifier (UEI)): Yankton County
- b. Sub-Recipient's UEI: 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, 2026, through September 30th, 2027
- 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: 2027 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
605-773-3231
- 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

Terms & Conditions may change when the Notice of Funding Opportunity or Grant Award is released by DHS/FEMA. State will provide updated information when it becomes available.

DHS Standard Terms and Conditions

Laws and Regulations

Laws and Regulations	Terms and Conditions	Authorities
<i>Age Discrimination Act of 1975</i>	Recipients must comply with the <i>Age Discrimination Act of 1975</i> , Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 <i>et seq.</i>), which prohibits recipients from discriminating on the basis of age in any program or activity receiving federal financial assistance.	Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 <i>et seq.</i>)
<i>American Security Drone Act of 2023</i>	Recipients must comply with the <i>American Security Drone Act of 2023</i> , of the <i>National Defense Authorization Act for Fiscal Year 2024</i> , Pub. L. 118-31 (41 U.S.C. § 3901 note prec.), which prohibits the procurement and operation of covered unmanned aircraft systems manufactured or assembled by covered foreign entities.	41 U.S.C. § 3901 note prec.
<i>Americans with Disabilities Act of 1990</i>	Recipients must comply with the requirements of Titles I, II, and III of the <i>Americans with Disabilities Act</i> , Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 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.	Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213)
<i>Civil Rights Act of 1964 – Title VI</i>	Recipients must comply with the <i>Civil Rights Act of 1964</i> , 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 are in 6 C.F.R. Part 21. The Federal Emergency Management Agency's (FEMA) implementing regulations are in 44 C.F.R. Part 7.	Pub. L. 88-352 (codified as amended at 42 U.S.C. § 2000d <i>et seq.</i>) 6 C.F.R. Part 21. 44 C.F.R. Part 7.
<i>Civil Rights Act of 1968 – Title VIII</i>	Recipients must comply with Title VIII of the <i>Civil Rights Act of 1968</i> , Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 <i>et seq.</i>) 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, 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	Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 <i>et seq.</i>) 24 C.F.R. Part 100 24 C.F.R. Part 100, Subpart D.

April 16, 2026

DHS Standard Terms and Conditions

	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.	
Communication and Cooperation with the Department of Homeland Security and Immigration Officials	(1) The Department of Homeland Security will analyze whether the conditions in this section will be applied to any grant program in a way that is consistent with the specific statutes that apply to each grant program because the purpose of each grant program has a nexus to immigration activities, law enforcement, or national security, including preventing and responding to acts of terrorism and extremism, and DHS may tailor the conditions in this section to a specific grant program. DHS will clarify in the grant documents whether and how the terms in this section apply to each grant. (2) Where applicable, recipients and subrecipients of funds under an award must agree that they will comply with the following requirements related to coordination and cooperation with DHS and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. §§ 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C.	8 U.S.C. §§ 1373 and 1644 8 U.S.C. § 1324 28 U.S.C. § 1746

April 16, 2026

DHS Standard Terms and Conditions

	§ 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (3) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (4) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.	
CHIPS and Science Act of 2022	(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators (PI) or co-investigators (Co-PI) to be completed by an	Pub. L. 117-167

DHS Standard Terms and Conditions

	authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date that the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the <i>Family Educational Rights in Privacy Act</i>.	
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DHS Standard Terms and Conditions

	(3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.	
Copyright	Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.	17 U.S.C. §§ 401 or 402 2 C.F.R. § 200.315
Debarment and	Recipients must comply with the non-	2 C.F.R. Part 180

DHS Standard Terms and Conditions

Suspension	procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.	2 C.F.R. Part 3000 Executive Orders 12549 and 12689
<i>Drug Free Workplace Act of 1988</i>	Recipients must comply with the <i>Drug-Free Workplace Act of 1988</i> and 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 of the <i>Drug-Free Workplace Act of 1988</i> .	41 U.S.C. §§ 8101-8106 2 C.F.R. Part 3001 2 C.F.R. Part 182
Duplicative Costs	Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.	2 C.F.R. § 200.403(f)
<i>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</i>	Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 <i>et seq.</i>), 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. FEMA's implementing regulations are in 44 C.F.R. Part 19.	Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 <i>et seq.</i>) 6 C.F.R. Part 17. 44 C.F.R. Part 19.
<i>Energy Policy and Conservation Act of 1975</i>	Recipients must comply with the requirements of the <i>Energy Policy and Conservation Act</i> , Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 <i>et seq.</i>), which policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with the <i>Energy Policy and Conservation Act of 1975</i> .	Pub. L. 94-163 (codified as amended at 42 U.S.C. § 6201 <i>et seq.</i>)
Equal Treatment of Faith-Based Organizations	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. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs	6 C.F.R. Part 19

DHS Standard Terms and Conditions

	administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.	
False Claims Act and Program Fraud Civil Remedies	Recipients must comply with the requirements of the <i>False Claims Act</i> , 31 U.S.C. §§ 3729- 3733, which prohibits the submission of false or fraudulent claims for payment to the Federal Government and details the administrative remedies for false claims and statements made.	31 U.S.C. §§ 3729-3733 31 U.S.C. §§ 3801-3812
Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act	Recipients must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4) (Definition of "material"). (1) Definitions. As used in this term – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not, and will not during the term of this award, operate any	31 U.S.C. § 3729(b)(4) 8 U.S.C. § 1101(a)(3) 2 C.F.R. § 200.346 Executive Order 14190

April 16, 2026

DHS Standard Terms and Conditions

	program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or the Secretary's designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.	
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.	OMB Circular A-129
<i>Fly America Act</i>	Recipients must comply with Preference for U.S. Flag Air Carriers (Certificated Air Carriers List US Department of Transportation) for international air transportation of people and property to the extent that such service is available, in accordance with the <i>International Air Transportation Fair Competitive Practices Act of 1974</i> , 49 U.S.C. § 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.	49 U.S.C. § 40118 Amendment to Comptroller General Decision B-138942
<i>Hotel and Motel Fire Safety Act of 1990</i>	Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the <i>Hotel and Motel Fire Safety Act of 1990</i> .	15 U.S.C. § 2225a
<i>John S. McCain National Defense Authorization Act of Fiscal Year 2019</i>	Recipients, subrecipients, and their contractors and subcontractors are prohibited from obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons described in section 889 of the <i>John S. McCain National Defense Authorization Act for Fiscal Year 2019</i> , 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.	Pub. L. 115-232 (2018) 2 C.F.R. §§ 200.216, 200.327, 200.471 Appendix II to 2 C.F.R. Part 200
Lobbying	None of the funds provided under a federal	31 U.S.C. § 1352

DHS Standard Terms and Conditions

Prohibitions	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. Recipients must file a lobbying certification form found on Grants.gov Lobbying Form as described in Appendix A to 6 C.F.R. Part 9, and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 found on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).	6 C.F.R. Part 9 Appendix A to 6 C.F.R. Part 9 Appendix B to 6 C.F.R. Part 9
National Environmental Policy Act	Recipients must comply with the requirements of the <i>National Environmental Policy Act of 1969</i> , (NEPA).	Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 <i>et seq.</i>)
National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the Science and CHIPS Act of 2022	(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”	Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951)
Patents and Intellectual Property Rights	Recipients are subject to the <i>Bayh-Dole Act</i> , 35 U.S.C. § 200 <i>et seq.</i> and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.	35 U.S.C. § 200 <i>et seq.</i> 37 C.F.R. § 401.14
Procurement of Recovered Materials	States, political subdivisions of states, and their contractors must comply with Section 6002 of the	Pub. L. 89-272 (1965) (codified as

April 16, 2026

DHS Standard Terms and Conditions

	<i>Solid Waste Disposal Act</i> , Pub. L. 89-272 (1965) (codified as amended by the <i>Resource Conservation and Recovery Act</i> at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. 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.	amended by the <i>Resource Conservation and Recovery Act</i> at 42 U.S.C. § 6962) 40 C.F.R. Part 247 2 C.F.R. § 200.323
Rehabilitation Act of 1973	Recipients must comply with the requirements of Section 504 of the <i>Rehabilitation Act of 1973</i> , Pub. L. 93-112 (codified as amended at 29 U.S.C. § 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.	Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794)
Reporting Recipient Integrity and Performance Matters	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 the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.	2 C.F.R. Part 200, Appendix XII
Reporting Subawards and Executive Compensation	For federal awards that total or exceed \$30,000, recipients are required to comply with the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.	2 C.F.R. Part 170, Appendix A
Required Use of American Iron, Steel, Manufactured Products, and Construction Materials	(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) 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; (b) all manufactured products used in the project are produced in the United	2 CFR Part 184

DHS Standard Terms and Conditions

	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 (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) 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. (3) <i>Waivers</i>. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. a. When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:	
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DHS Standard Terms and Conditions

	i. applying the domestic content procurement preference would be inconsistent with the public interest; ii. 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 iii. 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%. b. 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. c. There may be instances where a federal 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. (4) <i>Definitions.</i> The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.	
Subrecipient Monitoring and Management	Pass-through entities must comply with the requirements for subrecipient monitoring and management.	2 C.F.R. §§ 200.331-333
System for Award Management and Unique Entity Identifier Requirements	Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.	2 C.F.R. Part 25, Appendix A
Termination of a Federal Award	(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award;	2 C.F.R. § 200.340 2 C.F.R. §§ 200.344-200.345 Pub. L. 116-283

April 16, 2026

DHS Standard Terms and Conditions

	(b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; (c) Pursuant to the terms and conditions of the federal award; or (d) For convenience, pursuant to Executive Order 14332, Improving Oversight of Federal Grantmaking, including when the award no longer advances agency priorities or the national interest, but subject to appropriate exceptions, including agreements entered into in furtherance of international trade agreements or those awarded by the Department of Commerce under title XCIX of the <i>William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021</i> (Public Law 116-283), the <i>CHIPS and Science Act of 2022</i> (Public Law 117-167), or Division F of the <i>Infrastructure Investment and Jobs Act</i> (Public Law 117-58). (2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.	Pub. L. 117-167 Pub. L. 117-58, Division F Executive Order 14332
<i>Trafficking Victims Protection Act of 2000</i>	Recipients must comply with the requirements of the government-wide federal award term and condition which implements <i>Trafficking Victims Protection Act of 2000</i> , Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The	Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104)

DHS Standard Terms and Conditions

	federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.	2 C.F.R. § 175.105
Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001)	Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the <i>USA PATRIOT Act</i> , which amends 18 U.S.C. §§ 175–175c.	Pub. L. 107-56 18 U.S.C. §§ 175–175c
Whistleblower Protection Act	Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701 and 41 U.S.C. § 4712.	10 U.S.C § 4701 41 U.S.C. § 4712

Executive Orders

Executive Order	Terms and Conditions
All Executive Orders Related to Grants	Presidential Executive Orders. Recipients must comply with the requirements and actions of Presidential executive orders related to grants (also known as federal assistance and financial assistance), including those published after the date of this publication, the full text of which are incorporated by reference.
Executive Order 14332, Improving Oversight of Federal Grantmaking	Draw Down of Funds. Recipients are prohibited from directly drawing down general grant funds for specific projects without the affirmative authorization of DHS. Recipients must provide written payment justification, with specificity, for requests for each drawdown.
Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving	Federal Leadership on Reducing Text Messaging While Driving. Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Executive Order 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism	Terrorist Financing. Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

April 16, 2026

DHS Policy

DHS Policy	Terms and Conditions
Acknowledgement of Federal Funding from DHS	Recipients must acknowledge their use of federal award 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 award funds.
Activities Conducted Abroad	Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Collection and Use of Personally Identifiable Information	(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. 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.
Non-Supplanting Requirements	Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Notice of Funding Opportunity (NOFO) Requirements	All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
SAFECOM	Recipients receiving federal awards made under DHS 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. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA .
Use of DHS Seal, Logo, and Flags	Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

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 completed by emergency management staff and reported in this LEMPG Workplan.** The Agreement acknowledges that preparedness, mitigation, response, and recovery activities apply to 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
FY 2027**

Performance Period: October 1, 2026 – September 30, 2027

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), but not to exceed the allotted county grant award, 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, but not to exceed the allotted county grant award. The CFDA number is 97.042. This grant and any other associated with SDOEM shall be accounted for within fund 226.

LEMPG Administrative Manual

Table of Contents

Section 1: Definitions & Acronyms

Section 2: Grant Subaward Process

- A. Notice of EMPG Funding Opportunity
- B. Submission of LEMPG by Jurisdiction
- C. Initial and Final Subaward Agreements

Section 3: Reimbursement

- A. Quarterly Reporting Requirements
 - 1. Required Documentation
 - 2. Methods for Submission
 - 3. Deadline for Submission
- B. Reimbursement Timeline
- C. Allowable Expenses

Section 4: Personnel Procedures

- A. New Personnel
- B. Personnel Action Form

Appendix A: Summary of Allowable Costs

Appendix B: Schedule of Required Hours

Appendix C: Schedule of Required Forms and Due Date

Appendix D: LEMPG Work Plan Information and Guidance

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. **CFR.** *CFR* refers to the Code of Federal Regulations.
3. **CRMCS.** *CRMCS* refers to the Comprehensive Resource Management and Credentialing System.
4. **DHS.** *DHS* refers to the Department of Homeland Security.
5. **DPS.** *DPS* refers to the South Dakota Department of Public Safety which is the state agency the SDOEM is a part of.
6. **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.
7. **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.
8. **EMPG.** *EMPG* refers to the federal Emergency Management Performance Grant.
9. **EOC.** *EOC* refers to the Emergency Operations Center.
10. **FEMA.** *FEMA* refers to the Federal Emergency Management Agency.
11. **Grant Subaward Agreement.** The *Grant Subaward Agreement* is the signatory document that commits grant funds to the subrecipient and acknowledges subaward terms and conditions.
12. **IAP.** *IAP* refers to an Incident Action Plan created to help organize an incident.
13. **LEMPG.** *LEMPG* refers to the Local Emergency Management Performance Grant.
14. **LEMPG Terms & Conditions.** The *LEMPG Terms & Conditions* is the document that identifies the applicable Federal requirements subrecipients must comply with.
15. **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.
16. **Match.** *Match* refers to the 50% match provision required.
17. **NIMS.** *NIMS* refers to the National Incident Management System.
18. **Regional Coordinator.** *Regional Coordinator* refers to an SDOEM employee who serves as a liaison between SDOEM and the local jurisdictions.
19. **SDHAN.** *SDHAN* refers to the South Dakota Health Alert Network which is a web-based highly reliable, persistent messaging system.
20. **SDOEM.** *SDOEM* refers to the South Dakota Office of Emergency Management.
21. **State.** *State* refers to the State of South Dakota.
22. **Subaward.** *Subaward* refers to an award provided by a pass-through entity (SDOEM) to a subrecipient.
23. **Subrecipient.** *Subrecipient* refers to a non-Federal entity that receives a subaward from a pass-through entity (SDOEM).
24. **WebEOC.** *WebEOC* is a web-enabled crisis information management system developed for emergency management.

Section 2: Grant Subaward Process

A. Notice of LEMPG Funding Opportunity

Each federal fiscal year (FFY) the SDOEM will present the initial LEMPG award documents to jurisdictions that have been involved in the program the year prior in the form of a Local Emergency Management Performance Grant Subaward Agreement, LEMPG Terms & Conditions, and LEMPG Work Plan. New counties that wish to join the LEMPG are only allowed to join starting fall of 2028 for the 2028 LEMPG.

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 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; however, receipt of the federal funding may change this timeline.

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.
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.

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%
Oct-26	21	8	168	160	151	143	126	118	111	101	84
Nov-26	19	8	152	144	137	129	114	106	100	91	76
Dec-26	22	8	176	167	158	150	132	123	116	106	88
Totals			496	471	446	422	372	347	327	298	248
Jan-27	19	8	152	144	137	129	114	106	100	91	76
Feb-27	19	8	152	144	137	129	114	106	100	91	76
Mar-27	23	8	184	175	166	156	138	129	121	110	92
Totals			488	464	439	415	366	342	322	293	244
Apr-27	22	8	176	167	158	150	132	123	116	106	88
May-27	20	8	160	152	144	136	120	112	106	96	80
Jun-27	21	8	168	160	151	143	126	118	111	101	84
Totals			504	479	454	428	378	353	333	302	252
Jul-27	21	8	168	160	151	143	126	118	111	101	84
Aug-27	22	8	176	167	158	150	132	123	116	106	88
Sep-27	21	8	168	160	151	143	126	118	111	101	84
Totals			512	486	461	435	384	358	338	307	256
Annual Total			2000	1900	1800	1700	1500	1400	1320	1200	1000

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. Planning

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

2. 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.

3. 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.

4. 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.)
 - 2. Complete the EM 101. (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 Incident Command system course ICS 400. (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 SDOEM 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.

5. Exercises, Evaluations, and Corrective Actions

- A. 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. **All County LEMPG funded staff are required to participate in or conduct one drill per quarter.**
- 4. **All County LEMPG funded staff are required to assist with development and participate in one Regional EOC Staffing exercise per year following the HSEEP process and Exercise Documentation process identified in Item C below.**

B. Communications Drills. The State schedules a minimum of two communications drills per quarter to fulfill the LEMPG drill requirement. All County LEMPG funded staff must complete the communications drill participation survey 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.

2026-2027 Quarterly Drill Schedule			
Quarter	Month	Drill	Date
1 st	October	Crisis Track IA	2 nd Wednesday
	November	Radio	1 st Wednesday
	December	TBD	TBD
2 nd	January	WebEOC	TBD
	February	Radio	1 st Wednesday
	March	Bridge4PS	2 nd Tuesday
3 rd	April	TBD	2 nd Thursday
	May	Radio	1 st Wednesday
	June	Crisis Track	TBD
4 th	July	WebEOC	TBD
	August	Radio	1 st Wednesday
	September	Salamander	TBD

- C. Exercise Documentation Required.** To receive credit for the required annual Regional EOC Staffing exercise, each Region must fill out and upload the below listed forms to the host county’s Exercise Reporting board in WebEOC:
- 1. Discussions and Operations-Based Exercises
 - i. Exercise Notification – At least **90 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– Within **90 days** post exercise.

- v. Exercise sign-in roster/ CRMCS participation summary – Within **90 days** post exercise.
- 2. **All exercise documentation must be entered and uploaded via the host county's Exercise Reporting board in WebEOC. Failure to submit all documents outlined in this policy will result in the Region counties not receiving credit for the exercise requirement.**

6. 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.
- 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.

To: South Dakota Office of Emergency Management

Subject: Subrecipient Certification of Compliance with Foreign National Vetting Requirements

Dear South Dakota Office of Emergency Management,

In accordance with the applicable Notices of Funding Opportunity, and the terms and conditions of the Emergency Management Performance Grant (EMPG), **Yankton County** hereby certifies compliance with the foreign national vetting requirements as outlined below:

1. **Employment Eligibility Verification:**
 - o **Yankton County** retains completed Form I-9, Employee Eligibility Verification, documentation for all employees whose personnel or fringe costs are charged directly to the federal award, consistent with the Immigration Reform and Control Act of 1986 and 8 C.F.R. Part 274a.
2. **No Foreign Nationals (If applicable):**
 - o **Yankton County** certifies that all personnel charged to the subaward are U.S. citizens or nationals and that the vetting requirements related to foreign nationals do not apply.
[Indicate as N/A if not applicable] _____
3. **Foreign Nationals Charged to the Award (If applicable):**
 - o **Yankton County** certifies that such individual has been properly vetted in accordance with federal employment eligibility requirements, and that form I-9 documentation is on file.
[Indicate as N/A if not applicable] _____
4. **Documentation and Record Retention:**
 - o All vetting records, Form I-9 documentation, short bios, resumes, and other supporting materials referenced in this certification are retained by **Yankton County** in accordance with federal statutes, regulations, award record retention requirements, and applicable laws.
 - o Such documentation will be maintained in a manner consistent with privacy protections and made available to FEMA only upon request during monitoring or audit.
 - o **Yankton County** maintains organizational leadership and board member information on file and will provide it to the recipient upon request.

Attestation:

I certify that, to the best of my knowledge and belief, the information provided in this certification is accurate and complete. **Yankton County** attests that vetting has been conducted consistent with federal grant requirements, and that subrecipient compliance has been verified.

Signature _____ [Date]

Authorized Official Information (Signature):

- Printed Name: _____
- Title: _____
- Phone: _____
- Email: _____

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2027 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT
AGREEMENT**

**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 Printed Name – County Commission Chairperson

Sub-Recipient Signature - County Commission Chairperson

Date

South Dakota Office of Emergency Management Director

Date

Alyssa Lange

From: Paul Scherschligt <paul@yanktonoem.com>
Sent: Tuesday, August 25, 2026 2:29 PM
To: Patty Hojem; Kasi Foss; Alyssa Lange
Subject: 2027 LEMPG Agreement
Attachments: Yankton.pdf; Yankton.pdf

I have attached what needs to be on the CC meeting for us.

Surplus Boat trailer.
2000 Boat trailer Homemade Serial 384230 TRL7025

Thank you,

Paul Scherschligt, CEM-A,
Yankton County Office of Emergency Management
[807 Capitol St.](#)
[Yankton, SD 57078](#)

Cell - 1-605-661-4289
Work - 1-605-668-5289
Email: paul@yanktonoem.com
Web Site: <https://yanktonoem.com/>
Web Site: www.co.yankton.sd.us

[Facebook](#) [Twitter](#)

Confidentiality Note: The information contained in this email is confidential or privileged material and is intended only for use by the individual or entity to whom it is addressed. Use or distribution of information contained in this email by any other individual or entity not intended to receive this is strictly prohibited.





FILED
IN THE OFFICE OF
YANKTON COUNTY AUDITOR
AUG 19 2026

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 19 AUG 2026

Request is for Commission Meeting Dated 1 SEP 2026

Name: Edlie Buhl

Address: 43490 Hwy 50 Lot 31 Yankton, SD

Phone: (201) 936-1342

E-Mail Address: Edlie Buhl@hotmail.com

Topic to be Addressed and Length of Presentation: Zoning for Housing

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

. VETERAN living in House zoned Temp Instead of Permanent
. residence causing non use of VA Benefits for taxes

Person(s) Making Presentation to the Board: Edlie Buhl

Audio/Visual Equipment Needed: _____

For Office Use:

Approved _____ Denied _____ Reason(s): _____

Signature: _____

Date: _____

RESOLUTION
FORM A

Date _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AND PARTICIPATION IN A JOINT POWERS AGREEMENT AND DECLARATION OF TRUST FOR THE SOUTH DAKOTA PUBLIC FUNDS INVESTMENT TRUST (FIT), AUTHORIZING INVESTMENTS THROUGH THE FIXED RATE ACCOUNT OF THE TRUST AND AUTHORIZING THE TRUST TO DESIGNATE AND NAME DEPOSITORIES.

WHEREAS, South Dakota Law Chapters 1-24 permits political subdivisions to make efficient use of their powers by enabling them to provide joint services with other Public Agencies and to cooperate in other ways of mutual advantage, and to exercise and enjoy jointly any powers, privileges or authority exercised or capable of being exercised by one Public Agency of this state for the joint or cooperative action; and

WHEREAS, the Participants are political subdivisions being duly organized and existing under and by virtue of the laws and constitution of the State of South Dakota and have approved the Joint Powers Agreement and Declaration of Trust and thereby have established the South Dakota Public Funds Investment Trust (FIT) as of November 1, 1991; and

WHEREAS, this Governing Body desires to adopt and enter into the Joint Powers Agreement and Declaration of Trust, and it is in the best interest of this Governing Body to participate in the South Dakota Public Funds Investment Trust (FIT) for the purpose of joint investment of moneys with other Public Agencies to enhance investment earnings to each; and

WHEREAS, this Governing Body deems it to be advisable for this Public Agency to make use, from time to time, of the Fixed Rate Account Available to Participants of the Trust;

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Joint Powers Agreement and Declaration of Trust is approved and adopted. This Public Agency shall join with the other public agencies in accordance with the Joint Powers Agreement and Declaration of Trust as amended, (the "Declaration of Trust") which are on file with the recording officer. The authorized officials of this Public Agency are directed and authorized to take such actions and execute any and all such documents as may be deemed necessary and appropriate to effect the entry of this Public Agency into the Declaration of Trust and adoption thereof by this Public Agency and to carry out the intent and purpose of this resolution.

Section 2. This Public Agency is hereby authorized to invest its available moneys from time to time and to withdraw such moneys from time to time in accordance with the provisions of the Declaration of Trust and the Fixed Rate Account of the Trust.

Payment for any investments made within the Fixed Rate Account is authorized and shall be made from the Public Agency's specified Trust Account. Interest and principal payments shall be credited to the Public Agency's designated Trust Account. Such Fixed Rate Account investments shall be held by the Trust Custodian as custodian for the account of the Public Agency.

The following officers and officials of the Public Agency and their respective successors in office each are hereby designated as "Authorized Officials" with full power and authority to effectuate the investment and withdrawal of moneys with this Public Agency from time to time in accordance with Joint Powers Agreement and Declaration of Trust.

Name Patty Hojem

Title Auditor

Name Patty Vavra

Title Treasurer

Name _____

Title _____

The Trust shall be advised of any changes in Authorized Officials in accordance with procedures established by the Trust.

Section 3. The Trustees of the South Dakota Public Funds Investment Trust (FIT) are hereby designated as having official custody of this Public Agency's moneys which are invested in accordance with the Joint Powers Agreement and Declaration of Trust and any moneys invested in accordance with the Trust's Fixed Rate Account.

Section 4. The Trust is authorized to designate and name depositories, to execute and file documents, and to take such actions as may be necessary to purchase and make payment, sell, secure, or take payment of principal and interest. Certificates of Deposit must be purchased only from financial institutions designated by the Trust which are approved depositories as prescribed by South Dakota Law.

Section 5. Authorization is hereby given for members and officials of this Public Agency to serve as Trustees of the South Dakota Public Funds Investment Trust (FIT) from time to time if selected as such pursuant to the provisions of the Declaration of Trust.

Section 6. Unless otherwise expressly defined herein, words that are capitalized in the Resolution shall have meanings defined in the Joint Powers Agreement and Declaration of Trust.

Passed and approved this _____ day of _____, 2026.

Name of Public Agency Yankton County Signature _____

Typed Name- Title _____

ATTEST:

Signature _____

Typed Name - Title _____

FORM A CERTIFICATION

State of South Dakota)
) SS:
County of Yankton)

I, the undersigned of Yankton County (name of Public Agency) State of South Dakota, do hereby certify that the attached is a true and complete copy of the portion of the records of the Governing Body of the named Public Agency, and the same is true and complete copy of the action taken by the Governing Body of the Public Agency with respect to said matter at the meeting held in the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way.

I further certify that the individuals named herein were on the date thereof and lawfully possessed of their respective offices as indicated therein, that no vacancy existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the Public Agency or the right of the individuals named herein as officers to their respective positions.

WITNESS my hand hereto affixed this _____ day of _____, 2026.

By, _____
Signature _____ Typed Name - Title _____



NEW ACCOUNT APPLICATION FORM

SECTION A: NEW ACCOUNT INFORMATION

1. Entity Name to Appear on Fund Records (common name): Yankton County
2. Legal Entity Name as filed with the IRS (if different): _____
3. Address: 321 West 3rd, Suite 107, Yankton, SD 57078 County: Yankton
4. Phone Number: (605) 260-4400
5. Federal Tax ID: _____ 6. Is the new account for bond proceeds? ☐ Yes ☒ No
7. Account Title (General, Water, etc.): General Account

SECTION B: PRIMARY CONTACT DESIGNATION

8. Please designate the SD FIT Primary Contact person for your Entity:
- | | | | |
|--------|-------------------------------|--------|----------------|
| Name: | <u>Patty Hojem</u> | Title: | <u>Auditor</u> |
| Phone: | <u>605-260-4436</u> | Fax: | <u>N/A</u> |
| Email: | <u>patty@co.yankton.sd.us</u> | | |

SECTION C: PRIMARY CONTACT AUTHORITY / ACCOUNT SECURITY

9. The above-named primary contact will have the authority to:
- Access ALL SD FIT sub-accounts for the entity;
 - Act as primary contact person for all SD FIT daily activity;
 - Make purchases, redemptions, internal transfers, and fixed rate investments;
 - Certify the Authorized Personnel at the Entity;
 - Will be provided PMA GPS® access capabilities;
 - Add, change, delete the bank information (ACH/Wire) SD FIT has on file for the Entity;
 - Sign up for State Aid Deposits, and other programs of the SD FIT Fund; and
 - Open, close, change and reactivate SD FIT account information.

NOTE: To designate additional authorized personnel, please complete the Authorized Personnel Information form for each such authorized person.

*The PMA Governmental Portfolio System ("PMA GPS®") is an online system that provides 24-hour access to your SD FIT account(s).

10. SD FIT Statements and Confirmations:
- ☒ The primary contact elects to retrieve electronic statements, confirmations and other communications via PMA GPS®,
- ☐ or SD FIT will mail monthly statements and confirmations to the primary contact at the above address.
11. Email Notification: ☒ Yes, send an email when online statements and confirmations are available.
- ☐ No, do not send an email when online statements and confirmations are available.

SECTION D: CERTIFICATIONS

A) It is hereby certified that the Entity adopted the attached resolution at a duly convened meeting of the Directors of the Entity held on the _____ day of _____, 2026, and that such resolution is in full force and effect on the date of this application, and that such resolution has not been modified, amended or rescinded since its adoption. (Attach Resolution)

B) It is hereby further certified that the Entity has received a copy of the SD FIT Fund's Information Statement and Declaration of Trust, and agrees to be bound by the terms of such documents.

C) The information, authorizations, resolutions and certifications set forth in this New Account Application shall remain in full force and effect until the Fund receives written notification of change.

Signature of Authorized Official Designated in Resolution

Patty Hojem

Print Name

Yankton County

Entity Name

Date

SECTION E: INFORMATION STATEMENT AND DECLARATION

It is certified that the Entity has received a copy of the SD FIT Fund Information Statement and agrees to be bound by the terms of said documents.

SECTION F: AUTHORIZATION

This section must be completed by the Authorized Official of the Entity. The authorizations set forth on this form shall remain in full force and effect until the Fund receives written notification of a change.

I hereby certify that I am authorized by the Entity to execute this Application Form for SD FIT in accordance with the Declaration of Trust:

Authorized Signer: _____
Printed Name: Patty Hojem
Title: Auditor

Date: _____
Phone: 605-260-4436
Effective Date of Request: _____

PMA Authorization: _____
Portfolio Advisor: _____
Date: _____

Compliance: _____
Date: _____

Send completed forms to your PMA representative or to gps@pmanetwork.com

Yankton County Planning Commission
Yankton County Board of Adjustment

Applicant

Brandt – Conditional Use Permit

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

☐ LC – Lakeside Commercial ☐ RT-Rural Transitional

CUP needed:

☐ Section 507 ☐ Section 607 ☒ Section 707 ☐ Section 807

☒ Section 1805 ☒ Section 1905

NOTE:

Conditional Use Permit

Applicant is requesting a Conditional Use Permit for an addition to an accessory structure since he is over the 2400 square foot maximum in a Moderate Density Residential District per Article 7 Section 707, Article 18 Section 1805, and Article 19 Section 1905. Said property is legally described as Plank's Addition, as platted in Book S7, page 77B; AND the West 538.3 feet of the South 370.28 feet of the North 489.28 feet of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), lying adjacent to said Plank's Addition, Section Four (4), Township Ninety-three (93), North, Range Fifty-six (56) West of the 5th P.M., AND Lots Fifteen (15), Sixteen (16), and Seventeen (17), located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), Section Four (4), Township Ninety-three (93) North, Range Fifty-six (56) West of the 5th PM, as platted in Book S4, Page 109B all in Yankton County, South Dakota. E911 address is 2605 Deer Blvd, Yankton.

PC: Article 18 Section 1805

BOA: Article 19 Section 1905

Planning Commission date:
8/11/2026

Board of Adjustment date:
9/1/2026

Time:

7:05

PM

Time:

6:30

PM

CENTRAL TWP.

SECTION 4N

1 NEDVED, MARK 7

SECTION 4S

1 MARQUARDT, RALPH 8
 2 BRANDT TRUST, MERLE ETAL 11
 3 LIST TRUST, ROBERT 18
 4 SWEDLUND, JERALD ETUX 14
 5 HAMBERGER, BRIAN 8
 6 SMITH, NATHAN ETUX 8

SECTION 5S

1 BATCHELLER, JAY 8

SECTION 6N

1 TOWN OF UTICA 6

SECTION 6S

1 GILMORE, TONIA 10
 2 VAN MAANEN, TODD ETUX 11
 3 MASKA, LEANN 5
 4 KOZAK, KARLEE 6
 5 LOECKER, MARK ETUX 5
 6 BLAHA, JON ETUX 5
 7 HILL, EDWIN ETUX 12

SECTION 7N

1 BOLD PURSUITS LLC 10

SECTION 7S

1 GUITRON, MARIA ETAL 13
 2 ROBB, RUSSELL ETUX 7
 3 LIVINGSTON, CARL ETUX 10
 4 PHILIPS, TIMOTHY ETUX 5

SECTION 8N

1 CHRISTIANSON, DAVID ETUX 6
 2 HUGHES, SCOTT ETUX 13

SECTION 8S

1 FANTA, TIMOTHY ETUX 9

SECTION 9N

1 KILBURN, REX ETUX 7
 2 GILMORE TRUST, HOWARD ETUX 17

SECTION 9S

1 ROKAHR, STEVEN 9

SECTION 10S

1 HEJNA, JAMIE 5

SECTION 11S

1 BILLION, ERIKA 12
 2 HECKY TRUST, TERRANCE ETUX 11
 3 AFFORDABLE SELF STORAGE LLC 8

SECTION 12N

1 MARQUARDT FAMILY LP 6

SECTION 13N

1 COTTON, JEFFREY ETUX 8

SECTION 14S

1 YANKTON MEDICAL CLINIC PC 12

SECTION 16N

1 ANSTINE, RODNEY ETUX 7

SECTION 17N

1 SCHENKEL, DARRELL ETUX 8
 2 TACKLE, WM ETUX 13

SECTION 18N

1 CAP LC, STANLEY ETAL 5
 2 CAP, ROBERT ETUX 7

SECTION 19

1 SCHENKEL, DANIEL ETUX 7

SECTION 20N

1 YANKTON CO SHARPSHOOTERS ASSN 12
 2 JOHNSON, MICHAEL ETUX 9

SECTION 21N

1 YANKTON PROTEIN LLC 12
 2 KRALICEK, FRANK ETUX 5

SECTION 21S

1 WHITE CRANE ESTATES LLC 8

SECTION 22N

1 TAGGART, WILLIAM ETUX 9
 2 NELSON TRUST, FLOYD 12

SECTION 23N

1 POSPISHIL, SCOTT ETAL 7

SECTION 24

1 MARTS, LUCAS ETUX 7
 2 MARQUARDT, DOUG 13
 3 KELLER, DALLAS ETUX 10

SECTION 25

1 SLOWEY TRUST 15
 2 WOELH, TOBY ETAL 7

SECTION 26

1 BARNES, DAVID ETUX 7

SECTION 32

1 ZIMMERMAN TRUST, HENRY ETAL 12

SECTION 33

1 DELOZIER, DARRIK ETAL 6
 2 WADDELL, EDWARD ETUX 8

SECTION 35

1 YAGGIES INC 10

UTICA TOWNSHIP

SECTION 2N

1 KRALICEK, MELISSA 11

SECTION 2S

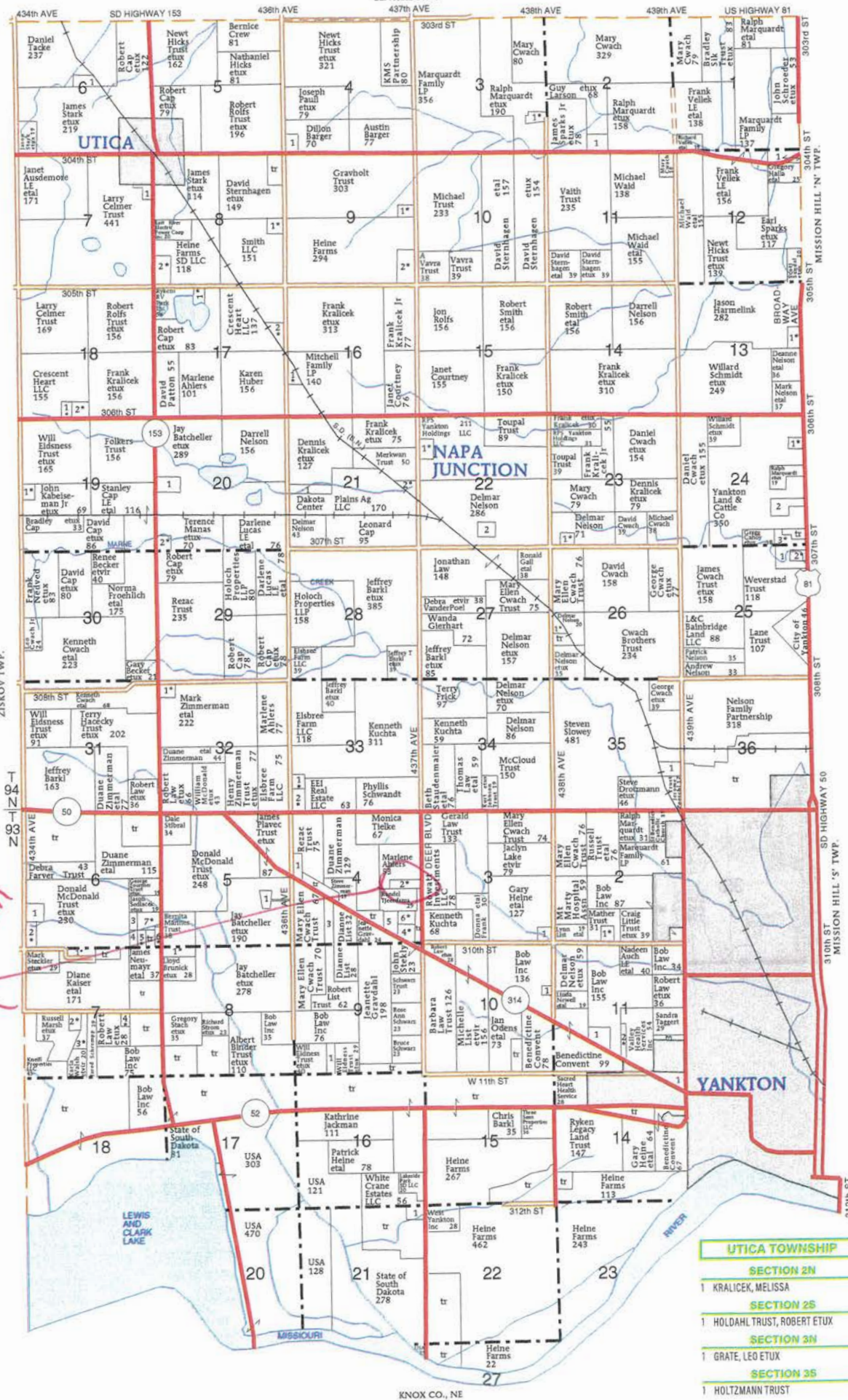
1 HOLDAHL TRUST, ROBERT ETUX 5

SECTION 3N

1 GRATE, LEO ETUX 11

SECTION 3S

1 HOLTZMANN TRUST 7



KNOX CO., NE

FINDINGS OF FACT – CONDITIONAL USE PERMIT

Brandt – CUP-2628

Are the requirements of Section 1723 met? (signed by owner unless there is a binding purchase agreement then signed by applicant, Variance accompanied by building permit (if applicable), site plan included with building permit,	Yes
Are the requirements of Section 1729 met? (all fees paid at time of application)	Yes
Section 1805:	
1. Did you specifically cite, in the application, the section of the Ordinance under which the conditional use is sought and state the grounds on which it is requested	Applicant is requesting a Conditional Use Permit for an addition to an accessory structure since he is over the 2400 square foot maximum in a Moderate Density Residential District per Article 7 Section 707, Article 18 Section 1805, and Article 19 Section 1905.
2. Was notice of public hearing given per Section 1803 (3-5)?	Mailed – 7/29/2026 Published – 7/31/2026, 8/7/2026
3. Attend the public hearing	Yes
4. Planning Commission: Make a recommendation to include: a. Granting of conditional use; b. Granting with conditions; or c. Denial of conditional use	Grant Conditional Use
5. Planning Commission must make written findings certifying compliance with specific rules including: a. Ingress and Egress to proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe:	Ingress/Egress exists
b. Off right-of-way parking and loading areas where required; with particular attention to the items in (A) above and the economic, noise, glare or odor effects of the conditional use on adjoining properties and properties generally in the district;	Present
c. Refuse and service areas, with particular reference to the items in (A) and (B) above;	Present
d. Utilities, with reference to locations, availability, and compatibility;	Present
e. Screening and buffering with reference to type, dimensions, and character;	Present
f. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect;	None
g. Required yards and other open spaces; and	Required yards met

h. General compatibility with adjacent properties and other property in the district and that the granting of the conditional use will not adversely affect the public interest.	Is in general compatibility with adjacent properties in the district
---	---

CUP MANAGER

Submitted by: Anonymous user

Submitted time: Jul 8, 2026, 1:35:47 PM

Point

Lat: 42.900938 Lon: -97.458604



Longitude

-97.45860391435754

Latitude

42.90093768542573

Permit Number

CUP2628

Parcel Number

09.004.200.175

Permit Status

Approved Active

Permit Fee

300

Total Due

300

Was fee paid?

Yes

Receipt Number

00685872

Planning Commission Action Date

Aug 11, 2026, 7:05:00 PM

Planning Commission Action Time

7:05 PM

Board Adjustment Action Date

Sep 1, 2026, 6:30:00 PM

Board_Adjustment Action Time

6:30 PM

Application Accepted By

Bill Conkling

Checked By

BILL GARY

Existing Zoning

MODERATE DENSITY RESIDENTIAL

Affected Zoning Ordinance

7-707, 18-1805, 19-1905

Is location in floodplain?

No

Applicant Name

Garner Brandt

Applicant Phone

6056613002

Applicant Address

2605 Deer Blvd. Yankton, SD 57078

Applicant Email Address

garnerbrandt@gmail.com

Owner Name

Garner Brandt

Owner Phone

6056613002

Owner Address

2605 Deer Blvd. Yankton, SD 57078

Owner Email Address

garnerbrandt@gmail.com

Property Address

2605 DEER BLVD

Reason for Request

Requesting permit to build a new building on our property

Height of Building

20 feet

Total Square Feet of Building

1,920

Legal Description

PLANK'S ADDN, W538.3' S370.28' N489.28' & LTS 15, 16 & 17 NE4 SE4

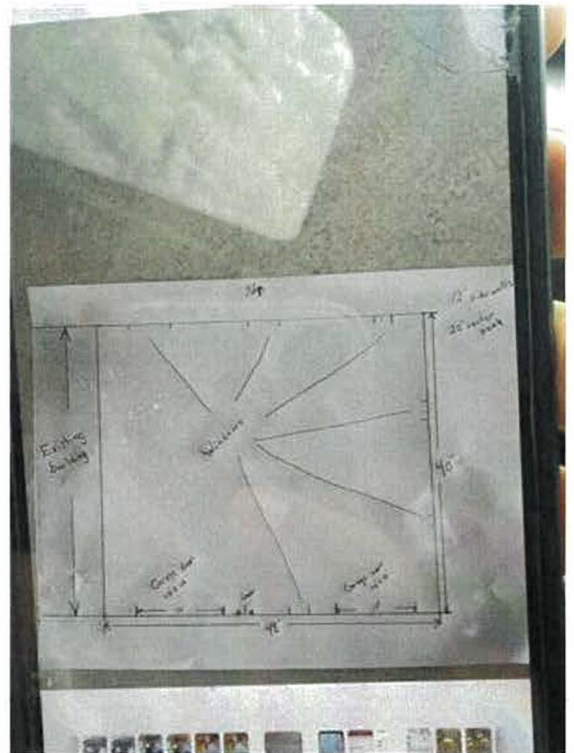
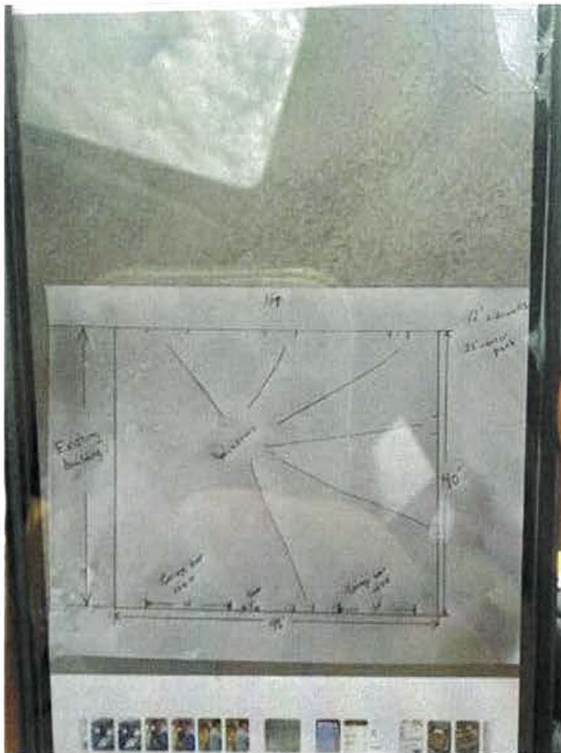
Date of Application Submission

Jul 8, 2026, 12:00:00 PM

Section Township Range

4-93-56

Attachments:



A handwritten signature in black ink, consisting of a series of loops and strokes.

signature-20260708133541750.jpg

A handwritten signature in black ink, consisting of a series of loops and strokes.

signature-20260708133541767.jpg

AFFIDAVIT OF MAILING

I, Garner Brandt, hereby certify that on the 29
day of July, 20 26, I mailed by first class mail, postage
prepaid, a true and correct copy of the Notice of Public Hearing
to all owners of real property lying within a 1,320 feet radius
of the proposed project to the most recent address of the
recipient known to your Affiant.

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

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

Dated the 29 day of July, 20 26.

[Signature]
(Name)

Affiant

Subscribed and sworn to before me this 29th day of
July, 20 26.

[Signature]
Notary Public - South Dakota

My commission expires: 8/5/2026

(SEAL)



NOTIFICATION

July 27, 2026

Applicant:
Garner Brandt
2605 Deer Blvd.
Yankton, SD 57078

Dear Yankton County Property Owner:

The Yankton County Zoning Ordinance requires written notification describing a specific action be sent to the owners of real property lying within 1,320 feet of the property on which the below described action is proposed. The notice shall be given to each owner of record by depositing such notice in the United States Post Office not less than 10 days prior to the hearing date. Therefore, you are hereby notified. Please take a moment to review the notice of public hearing described below.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, at 7:05 P.M. on the 11th day August, 2026 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota.

Said hearing is to consider the following:

Applicant is requesting a Conditional Use Permit for an addition to an accessory structure since he is over the 2400 square foot maximum in a Moderate Density Residential District per Article 7 Section 707, Article 18 Section 1805, and Article 19 Section 1905. Said property is legally described as Plank's Addition, as platted in Book S7, page 77B; AND the West 538.3 feet of the South 370.28 feet of the North 489.28 feet of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), lying adjacent to said Plank's Addition, Section Four (4), Township Ninety-three (93), North, Range Fifty-six (56) West of the 5th P.M., AND Lots Fifteen (15), Sixteen (16), and Seventeen (17), located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), Section Four (4), Township Ninety-three (93) North, Range Fifty-six (56) West of the 5th PM, as platted in Book S4, Page 109B all in Yankton County, South Dakota. E911 address is 2605 Deer Blvd, Yankton.

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

Sincerely,
Garner Brandt
Petitioner

AHRENS, JOHN (D)
2709 DEER BLVD
YANKTON SD 57078

BARKL, CHRISTOPHER (D)
3009 WEST 8 ST
YANKTON SD 57078

BARKL, CHRISTOPHER CHARLES (D)
3009 WEST 8 ST
YANKTON SD 57078

BECKER, DEAN (D)
1602 CAPITOL ST
YANKTON SD 57078

BOHNET, BRAD (D)
4010 SD HWY 314
YANKTON SD 57078

BRANDT, GARNER (D)
2605 DEER BLVD
YANKTON SD 57078

BURTON, ARNIE (D)
2515 DEER BLVD
YANKTON SD 57078

BUXCEL, NEAL (D)
4300 HERMANS LOOP
YANKTON SD 57078

CROSS, MARY ELLEN (D)
4210 HERMANS LOOP
YANKTON SD 57078

DUIN, DOYLE LYNN REV TRUST (D)
2805 DEER BLVD
YANKTON SD 57078

HAMBERGER, BRIAN J (D)
4200 HERMANS LOOP
YANKTON SD 57078

HANSEN, KENNETH REVOC TRUST (D)
2311 SD HWY 50
YANKTON SD 57078

HANSON, JUDY K (D)
2809 DEER BLVD
YANKTON SD 57078

JUEDEN FAMILY PROTECTION TRUST (I)
4306 HERMANS LOOP
YANKTON SD 57078

KUCHTA, KENNETH L (D)
3501 DEER BLVD
YANKTON SD 57078

MAINS, WILLIAM LYNN REV TRUST (D)
4202 HERMANS LOOP
YANKTON SD 57078

MEYER, DALE E (LE) (D)
2411 DEER BLVD
YANKTON SD 57078

MEYER, WAYNE E (D)
2236 SANDPIPER CRT S
WEST LAFAYETTE IN 47906

ROTH, NORBERT C (LE) (D)
2511 DEER BLVD
YANKTON SD 57078

ROWATT INVESTMENTS LLC (D)
19419 ADKINS FOREST DR
SPRING TX 77379

RUZICKA, KENT W (D)
2405 DEER BLVD
YANKTON SD 57078

RYKEN, VANESSA B (D)
2415 DEER BLVD
YANKTON SD 57078

SCHAEFER, JOHN REV TRUST (D)
2503 DEER BLVD
YANKTON SD 57078

SCHLOSS, BARRY (D)
4206 HERMAN LOOP
YANKTON SD 57078

SCHURMAN, DANIEL (D)
4302 HERMANS LOOP
YANKTON SD 57078

SEDLACEK, THOMAS JR (D)
2409 DEER BLVD
YANKTON SD 57078

SIVERTSON, KEVIN K (D)
2513 DEER BLVD
YANKTON SD 57078

TJEERDSMA, RANDY FAMILY TRUST (D)
2601 DEER BLVD
YANKTON SD 57078

WILLIAMS, SANDRA (D)
2507 DEER BLVD
YANKTON SD 57078

ZIMMERMAN, DUANE G (D)
2717 DEER BLVD
YANKTON SD 57078

AFFIDAVIT OF MAILING

I, Gamer Brandt, hereby certify that on the 20
day of August, 2026, I mailed by first class mail, postage
prepaid, a true and correct copy of the Notice of Public Hearing
to all owners of real property lying within a 1,320 feet radius
of the proposed project to the most recent address of the
recipient known to your Affiant.

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

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

Dated the 20 day of August, 2026

[Signature]
(Name)

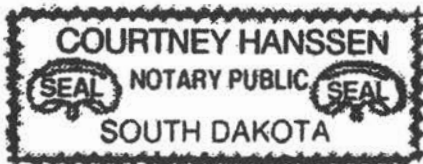
Affiant

Subscribed and sworn to before me this 20th day of
August, 2026.

[Signature]
Notary Public - South Dakota

My commission expires: 5-4-32

(SEAL)



NOTIFICATION

August 17, 2026

Applicant:
Garner Brandt
2605 Deer Blvd.
Yankton, SD 57078

Dear Yankton County Property Owner:

The Yankton County Zoning Ordinance requires written notification describing a specific action be sent to the owners of real property lying within 1,320 feet of the property on which the below described action is proposed. The notice shall be given to each owner of record by depositing such notice in the United States Post Office not less than 10 days prior to the hearing date. Therefore, you are hereby notified. Please take a moment to review the notice of public hearing described below.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Board of Adjustment, Yankton County, South Dakota, at 6:30 P.M. on the 1st day September, 2026 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota.

Said hearing is to consider the following:

Applicant is requesting a Conditional Use Permit for an addition to an accessory structure since he is over the 2400 square foot maximum in a Moderate Density Residential District per Article 7 Section 707, Article 18 Section 1805, and Article 19 Section 1905. Said property is legally described as Plank's Addition, as platted in Book S7, page 77B; AND the West 538.3 feet of the South 370.28 feet of the North 489.28 feet of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), lying adjacent to said Plank's Addition, Section Four (4), Township Ninety-three (93), North, Range Fifty-six (56) West of the 5th P.M., AND Lots Fifteen (15), Sixteen (16), and Seventeen (17), located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), Section Four (4), Township Ninety-three (93) North, Range Fifty-six (56) West of the 5th PM, as platted in Book S4, Page 109B all in Yankton County, South Dakota. E911 address is 2605 Deer Blvd, Yankton.

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

Sincerely,
Garner Brandt
Petitioner

AHRENS, JOHN (D)
2709 DEER BLVD
YANKTON SD 57078

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3009 WEST 8 ST
YANKTON SD 57078

BARKL, CHRISTOPHER CHARLES (D)
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1602 CAPITOL ST
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BOHNET, BRAD (D)
4010 SD HWY 314
YANKTON SD 57078

BRANDT, GARNER (D)
2605 DEER BLVD
YANKTON SD 57078

BURTON, ARNIE (D)
2515 DEER BLVD
YANKTON SD 57078

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4300 HERMANS LOOP
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YANKTON SD 57078

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YANKTON SD 57078

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4206 HERMAN LOOP
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SEDLACEK, THOMAS JR (D)
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2601 DEER BLVD
YANKTON SD 57078

WILLIAMS, SANDRA (D)
2507 DEER BLVD
YANKTON SD 57078

ZIMMERMAN, DUANE G (D)
2717 DEER BLVD
YANKTON SD 57078



YANKTON DAILY PRESS & DAKOTAN

www.yankton.net/classifieds

CLASSIFIEDS

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

1325 Medical

MEDICATION AIDE PART-TIME NIGHTS
Provide quality care in our private long-term care center. Prepare, administer and document medications and treatments. Certified Nursing Assistant/Medication Aide certification required. No computer charting. Includes two 8-11 shifts/very other weekend. Shift differential.
Come join us in a calm, caring work atmosphere!
Apply at Sacred Heart Monastery
www.yankton.net/classifieds/091005/1005 W 8th St.
Yankton, SD 57078
(605) 668-8284

1335 Other Employment

Full Time Jailer/Dispatcher/911 Operator
Applications are being accepted for a Full Time Jailer/Dispatcher/911 Operator. With the recent change in Nebraska law, both male and female applicants will be considered as acceptable for these positions.
Must be 19 years of age. A High School Diploma, typing and computer knowledge, talking on telephone and radio clearly is required. Ability to work independently, multitask, remain calm in stressful situations and problem solving are absolutely essential. Applicant must work well with general public, co-employees, and guests at the jail.
Flexible work schedule will include days, nights, weekends and Holidays. Applicant must be physically able to complete self defense training at Law Enforcement Training Center in Grand Island, NE.
If you have questions, please stop in the Sheriff's Office or call 402-288-4261 and talk with Chris Drobny, Head Jailer. Resumes accepted by mail: Don Henery, Sheriff, P.O. Box 142, Center, NE 68724

1435 Carpenter

We've Got DEALS For YOU!
PRESS & DAKOTAN Classifieds
In Print & Online
www.yankton.net
A Full-Time Carpenter Available. Available for odd jobs. Free estimates. Lots of experience. Call Bob Edwards at 605-665-8651.

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

Water Distribution/Wastewater Collection Operations Specialist

The City of Yankton is currently accepting applications for

1530 Roofing - Siding

H & H ROOFING
(605) 857-1472
We Install/Repair
Roofs of all kinds
CALL FOR A FREE
Inspection/Estimate
Licensed/Bonded/Insured
Locally Owned & Operated in
Yankton
Justus & Team have
30 Years Experience
References Available

1555 Dogs - Puppies

AKC LAB PUPPIES
ALL COLORS WHITE
YELLOW DK RED BK CHOCOLATE
BLACK HUNTING / FAMILY
FULL AKC. MITCHELL SD
CALL-TEXT 605-999-7149
www.southdakotayellowlabs

1600 Other Real Estate

EQUAL HOUSING OPPORTUNITY
All real estate advertised in this newspaper is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, in the sale, rental or financing of housing or an intention to make any such preference, limitation or discrimination. Familial status includes children under the age of 18 living with parents or legal guardians, pregnant women and people securing custody of children under the age of 18.
In addition, South Dakota State Law also prohibits discrimination based on ancestry and creed.
This paper will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis. If you believe you have been discriminated against in connection with the sale, rental or financing of housing, call the South Dakota Fair Housing ombudsman at 877-832-0161.

1605 Apartment For Rent

1-Bdrm. \$575+. Scotland, SD. Free utilities. Pets Allowed. Remodeled.
605-464-0872 or 866-740-4550.

1830 Rumage Sales

Tabor
Town Rumage Sale
Saturday, 8/1
8am-12Noon

1335 Other Employment

1840 Lost and Found

Lost: Car keys at Walmart last week has 3-keys and key fob. Call 605-660-2054.

2010 Legal and Public Notices

NOTICE OF HEARING OF THE YANKTON COUNTY COMMISSION ADOPTION OF PROPOSED AMENDMENTS TO YANKTON COUNTY DRAINAGE ORDINANCE #19.

A public hearing will be held before the Yankton County Commission on the 4th day of August beginning at 6:30 p.m. and the 18th day of August 2026 beginning at 6:30 p.m. in the Commission Chambers 321 West Third Street, Yankton, South Dakota, to consider the recommendation to Adopt Yankton County Drainage Ordinance #19. Amendment to Yankton County Drainage Ordinance #19. per Ordinance 26-2N-03.

The complete text of this proposed ordinance amendment referred to above is on file with the Yankton County Auditor office and Yankton County Planning and Zoning Office. The document may be inspected, reviewed, or examined by any interested party by contacting (605) 260-4447.

The public is invited to attend the hearing and to present comments and testimony regarding the proposed amendment to Yankton County Drainage Ordinance #19. At the conclusion of the hearing, the Yankton County Commission may recommend adoption of Yankton County Ordinance No. 26-2N-03.

Dated this 24th day of July, 2026

ATTEST: Gary Vetter Development Services Director

Published twice at a total approximate cost of \$37.22 and can be viewed free of charge at www.sd-publicnotice.com

Published July 24 & 31, 2026.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, on the 11th day of August, 2026 at the Yankton County Government Center, Commission Chambers, 321 West Third St., Yankton, South Dakota. Garner Brandt is requesting a Conditional Use Permit for an addition to an accessory structure since he is over the 2400 square foot maximum in a Moderate Density Residential District per Article 7 Section 707, Article 18 Section 1805, and Article 19 Section 1905. Said property is legally described as: Plan Addition, as plotted in Book 57, page 77B; AND the West 338.3 feet of the South 370.28 feet of the North 489.28 feet of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), lying adjacent to said Plank Addition, Section Four (4), Township Ninety-three (93), North, Range Fifty-six (56) West of the 5th P.M., AND Lots Fifteen (15), Sixteen (16), and Seventeen (17), located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), Section Four (4), Township Ninety-three (93) North, Range Fifty-six (56) West of the 5th P.M., as plotted in Book 54, Page 109B all in Yankton County, South Dakota. E911 address is 2605 Deer Blvd. Yankton.

Published twice at the total approximate cost of \$30.74 and can be viewed free of charge at www.sd-publicnotice.com

Published July 31 & August 7, 2026.

2010 Legal and Public Notices

izing the streets adjacent to their properties when they are not able to access through the alleys. For the safety of everyone, please obey the construction signage. Do not pass by full alley closure barricades.

Published once at the total approximate cost of \$16.84 and can be viewed free of charge at www.sd-publicnotice.com

Published July 31, 2026.

Request for Proposal For Building and Office Supplies At Marty Indian School

Introduction
Marty Indian School, a tribally controlled school located in Marty, South Dakota, is requesting proposals from a provider to deliver building and office supplies at Marty Indian School.

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One (1) original copy
Three (3) additional copies

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Submission Address
Marty Indian School
Attn: Pam Augie, Business Manager
100 S. Main Street
Marty, South Dakota 57361

Deadline
Proposals must be received no later than: Tuesday, August 7, 2026, at 4:00 PM.
Proposals will be reviewed and presented at the School Board meeting on: August 11, 2026.

Contact Information
For questions regarding this RFP, please contact: Pam Augie, Business Manager Phone: (605) 384-2219 or pam.augie@kl2.sd.us.

Request for Proposal (RFP) Educational Services K-12 Instructional Coaching, Reading Intervention, and Mathematics Intervention
Marty Indian School
Marty, South Dakota

Introduction
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2010 Legal and Public Notices

"EDUCATIONAL SERVICES" RFP PROPOSAL-K-12 Instructional Coaching/Math Intervention/Reading Interventionist

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Email: pam.augie@kl2.sd.us

Request for Proposal For Food Services At Marty Indian School

Introduction
Marty Indian School, a tribally controlled school located in Marty, South Dakota, is requesting proposals from a food service provider to deliver food for the students at Marty Indian School.

CROSSWORD

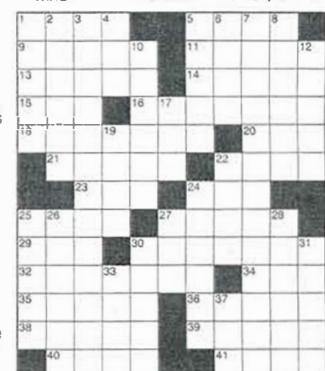
By THOMAS JOSEPH

ACROSS
36 Cheering loudly
1 Valentine trim
5 Blubber bird
9 Curaçao's neighbor
11 Homer work
13 Fishhook features
14 Slowly, in scores
15 Kimono sash
16 In pristine condition
18 Mob makeup
20 Road-house
21 Makes sound
22 Casino acts
23 Dine late
24 Lynx or lion
25 Cooking mint
27 One of Chekhov's "Three Sisters"
29 Kicker's aid
30 Sells
32 Beach problem
34 Chest muscle, for short
35 Like some online videos

DOWN
1 Toi away
2 Middle East language
3 Monkey in kids' books
4 Subside
5 Over-charges sun
6 Out of the wind
7 Bear in kids' books
8 Hidden
10 Out
12 Football plays
17 Schedule C org.
19 Faithful
22 Soak up the sun
24 Freshly
25 Careful of movies
26 Reception aid
27 Great Leap Forward leader
28 Comfortable
30 Track athlete
31 Propeller type
33 Store come-on
37 Squabble

SHAW FLITS
EASED REMIT
WISER ANIME
DUKE STUTTER
PUTTER AWE
HUES TAO
DAYS APES
GEM SAME
APP CUTTER
FLUTTER ILE
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Full Time
Jailer/Dispatcher/911
Operator

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Tree, Bush & Hedge Trimming, Property Cleanup, Roof & Gutter Cleaning, Landscaping Small Project 605-464-7682

1530 Roofing - Siding

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All real estate advertised in this newspaper is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin, in the sale, rental or financing of housing or an intention to make any such preference, limitation or discrimination. Familial status includes children under the age of 18 living with parents or legal guardians, pregnant women and people securing custody of children under the age of 18. In addition, South Dakota State Law also prohibits discrimination based on ancestry and creed. This paper will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis. If you believe you have been discriminated against in connection with the sale, rental or financing of housing, call the South Dakota Fair Housing ombudsman at 677-832-0161.

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1-Bdrm. \$575+. Scotland, SD. Free utilities. Pets Allowed. Remodeled.
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Gas grill, camping equipment, bag chairs, coolers, floating tubes. Adult & youth golf clubs, tools, toolboxes, airbed with frame, bed frame. End tables, antique chairs, TV stand, TV's. Dorm fridge, area rugs, curtains and hardware, Lamps, vintage table clothes, kitchen & household items, home decor. Holiday items, Pack-N Play, baby supplies, kids, women's, men's clothes, shoes. So much more! Cash only.

2010 Legal and Public Notices

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2010 Legal and Public Notices

in Book 54, Page 109B all in Yankton County, South Dakota. E911 address is 2605 Deer Blvd, Yankton.

Published twice at the total approximate cost of \$30.74 and can be viewed free of charge at www.sd-publicnotices.com

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2010 Legal and Public Notices

instructional practices, improve student achievement, and support implementation of a guaranteed and viable curriculum aligned to the South Dakota State Standards and Bureau of Indian Education expectations.

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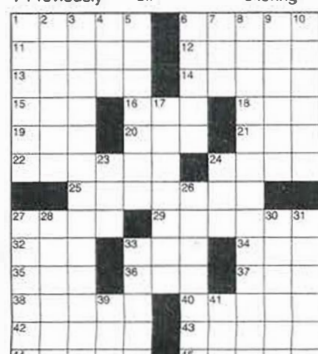
By THOMAS JOSEPH

ACROSS
40 Track athlete
42 Really measured
6 Caravan impressed creature
11 To place
12 Like nobles
13 Small-scale
14 Israel's Meir
15 Bud
16 Poem of praise
18 "Misérables"
19 Sense of self
20 Argon or ethane
21 Hot blood
22 Farm beast
23 Office leader
25 Kodak founder
27 Suggestive
29 Kidnap price
32 Vein contents
33 Slashed
34 Pitcher's stat
35 Drill target
36 Clumsy one
37 Pot part
38 Kuala Lumpur

REBUS	AVAIL
ARISE	LOIRE
ORAMA	BILKS
MAPPED	
TAI	ORE
ADHERE	STOP
FEEL	THE HEAT
FLAK	EXHALE
YET	GAP
MADE	
TOPAZ	REESE
ONICE	EMAIL
WEEKS	DITTY

Yesterday's answer

8 Platinum record	27 Dorm partner
9 Church leaders	28 Singer Grande
10 Rent agreements	30 Set straight
17 Brief vacation	31 Coarse-spun cotton
23 Arthur's step-brother	33 19th president
24 Outlaw	39 Cobbler's tool
26 Ticked off	41 S&L offering



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FRIDAY, AUG. 7 • 5-7PM



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3 bedrooms 2 updated bathrooms. Finished basement and large detached garage. "Updated where it counts while honoring the sturdy construction and classic charm that have stood the test of time."

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1605 Apartment For Rent

1-Bdrm. \$575+. Scotland, SD.
Free utilities. Pets Allowed. Remodeled.
605-484-0872 or 866-740-4550.

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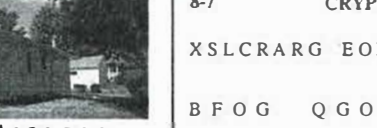
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Introduction
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The selected provider will provide supplies for approximately 300 students and 100 employees. Services should include consistent delivery of maintenance supplies, custodial products, cleaning chemicals, paper products, and related materials required for the daily operation of Marty Indian School.

School Background
Marty Indian School was established in the 1920s by the United States Government and was managed by the Catholic Church until 1975. In 1975, the Yankton Sioux Tribe assumed control of the school and its operations.

This paper will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis. If you believe you have been discriminated against in connection with the sale, rental or financing of housing, call the South Dakota Fair Housing ombudsman at 877-832-0161.

1605 Apartment For Rent

1-Bdrm. \$575+. Scotland, SD.
Free utilities. Pets Allowed. Remodeled.
605-484-0872 or 866-740-4550.

1830 Rummage Sales

2315 Walnut St.
Friday, 8/7, 7:30am-7pm
Saturday, 8/8, 7am-1pm
Huge Multi-Family Sale
Gas grill, camping equipment, bag chairs, coolers, floating tubes. Adult & youth golf clubs, tools, toolboxes, airbed with frame, bed frame. End tables, antique chairs, TV stand, TV's. Dorm fridge, area rugs, curtains and hardware. Lamps, vintage table clothes, kitchen & household items, home decor. Holiday items. Pack-N-Play, baby supplies, kids, women's, men's clothes, shoes. So much more! Cash only.

2010 Legal and Public Notices

NOTICE OF PUBLIC HEARING
Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, at 7:05 P.M. on the 11th day of August, 2026 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota. Garner Brandt is requesting a Conditional Use Permit for an addition to an accessory structure since he is over the 2400 square foot maximum in a Moderate Density Residential District per Article 7 Section 707, Article 18 Section 1805, and Article 19 Section 1905. Said property is legally described as Plank's Addition, as plotted in Book S7, page 77B; AND the West 538.3 feet of the South 370.28 feet of the North 489.28 feet of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), lying adjacent to said Plank's Addition. Section Four (4), Township Ninety-three (93), Range Fifty-six (56) West of the 5th P.M., AND Lots Fifteen (15), Sixteen (16), and Seventeen (17), located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), Section Four (4), Township Ninety-three (93) North, Range Fifty-six (56) West of the 5th P.M., as plotted

1645 Open Houses

OPEN HOUSE
FRIDAY, AUG. 7 • 5-7PM



1317 Pearl St. • \$282,500
3 bedrooms 2 updated bathrooms. Finished basement and large detached garage. "Updated where it counts while honoring the sturdy construction and classic charm that have stood the test of time."

KEEPIN' IT REAL ESTATE
YANKTON, SD
NIKKI LACROIX
Broker/Owner
605-660-6105

CROSSWORD

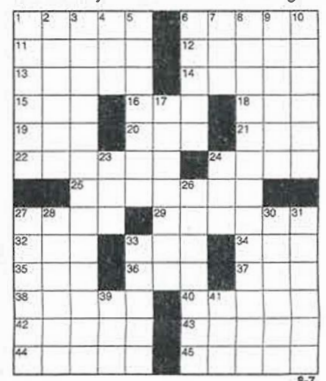
By THOMAS JOSEPH

ACROSS
1 RPM
6 Caravan
11 To date
12 Like
13 Small-scale
14 Israel's
15 Bud
16 Poem of praise
18 "Misérables"
19 Sense of self
20 Argon or ethane
21 Hot blood
22 Farm beast
24 Office leader
25 Kodak founder
27 Suggestive
29 Kidnap price
32 Vein contents
33 Slashed
34 Pitcher's stat
35 Drill target
36 Clumsy one
37 Pot part
38 Kuala Lumpur native

DOWN
1 Packed down
2 Crumbly Italian cheese
3 Refuge from a twister
4 That woman
5 Patsies
6 Pet store buys
7 Previously
8 Platinum record
9 Church leaders
10 Rent agree-ments
17 Brief vacation
23 Arthur's step-brother
24 Outlaw
26 Ticked off
27 Dorm partner
28 Singer Grande
30 Set straight
31 Coarse-spun cotton
33 19th president
39 Cobbler's tool
41 S&L offering

REBUS	AVAIL
ARISE	LOIRE
DRAMA	BILKS
MAPPED	
TAI	ORE
ADHERE	STOP
FEELTHEHEAT	
FLAK	EXHALE
YET	GAP
LATISH	
TOPAZ	REESE
ONICE	EMAIL
WEEKS	DITTY

Yesterday's answer



A XYDLBAAXR
is LONGFELLOW
One letter stands for another. In this sample, A is used for the three L's, X for the two O's, etc. Single letters, apostrophes, the length and formation of the words are all hints. Each day the code letters are different.

8-7 CRYPTOQUOTE

XSLCRARG EOIDZ BFO HRLC FT
BFOG QGOE CSRGR DI
I FERHFQB XSF ZLT QLTZR CF

DC. — ZSDTOL LZSRHR
Yesterday's Cryptquote: IF YOU WANT A PLACE IN THE SUN, YOU'VE GOT TO PUT UP WTT HA FEW BLI STERS.—ABI GAILVAN BUREN

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YANKTON DAILY PRESS & DAKOTAN

www.yankton.net/classifieds

CLASSIFIEDS

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

1110 Happy Ads

Janet Scherschligt
70th Birthday
Open House
September 7, 2026
Freeman Community Center
Meeting Room
2:00pm-5:30pm

1200 Cars

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

FREE PICKUP

McLean Auto Salvage
402-360-0756

1315 Drivers

TRUCK DRIVER NEEDED

Well established local Yankton, SD trucking company is looking for a Class A CDL driver. Belt trailer. Local hauls, no overnights. Competitive wage based on experience. Full-time benefits including vacation, paid holidays, retirement and health insurance. Flexible schedule. Well maintained newer Peterbilt trucks. 402-357-3392.

1325 Medical

MEDICATION AIDE PART-TIME NIGHTS

Provide quality care in our private long-term care center. Prepare, administer and document medications and treatments. Certified Nursing Assistant/Medication Aide certification required. No computer charting. Includes two 8-hr shifts/every other weekend. Shift differential. Come join us in a calm, caring work atmosphere!! Apply at Sacred Heart Monastery
www.yanktonbeneficialtimes.org/jobs/1005 W 8th St.
Yankton, SD 57078
(605)668-6284



1340 Part-Time

Must be good with computers, social media and taking pictures with your phone! Hours flexible-start soon! Duties: Set up business on Facebook, handle things on Ebay and others. Text your resume to 402-750-4153.

PRESCHOOL TEACHER AIDE

St. John's Lutheran Preschool is seeking caring, enthusiastic individuals who enjoy helping children learn, explore, and thrive in a Christ-centered environment.

We are looking for at least two individuals to cover our morning and afternoon shifts Monday-Friday.

Email your interest/resume to: director@preschool.stjohns.yankton.com

1435 Carpentry

A Full-time Carpenter Available. Available for odd jobs. Free estimates. Lots of experience. Call Bob Edwards at 805-665-8651.

1555 Dogs - Puppies



AKC LAB PUPPIES
ALL COLORS WHITE YELLOW DK RED DK CHOCOLATE BLK HUNTING / FAMILY FULL AKC. MITCHELL SD CALL-TEXT 605-999-7149
www.southdakotalabpuppies.com

1600 Other Real Estate

EQUAL HOUSING OPPORTUNITY

All real estate advertised in this newspaper is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin. In the sale, rental or financing of housing or an intention to make any such preference, limitation or discrimination. Familial status includes children under the age of 18 living with parents or legal guardians, pregnant women and people securing custody of children under the age of 18.

In addition, South Dakota State Law also prohibits discrimination based on ancestry and creed.

This paper will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis. If you believe you have been discriminated against in connection with the sale, rental or financing of housing, call the South Dakota Fair Housing ombudsman at 877-832-0161.

1605 Apartment For Rent

1-Bdrm, \$575+. Scotland, SD. Free utilities. Pets Allowed. Remodeled.
605-464-0872 or 866-740-4550.

2010 Legal and Public Notices

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Yankton, South Dakota, will receive bids for the

2026 Miscellaneous Concrete

The project includes the following major construction items:

- Removal of Concrete Pavement 404 SY
- 6"CC Pavement 263 SY
- 7"CC Pavement 174 SY
- 8"CC Pavement 95 SY

And Other Miscellaneous and Landscape Items

Owner reserves the right to make the award based on the lowest responsible bid.

Sealed bids will be received for the City Commission of the City of Yankton, South Dakota, at the office of the City Finance Officer of said City until 300 PM or may be hand

2010 Legal and Public Notices

tion performance bond and construction payment bond shall remain in full force until the completion of the Contract as specified in the General Conditions.

Each Bid must be accompanied by a certified check, cashiers check or draft in the amount of 5% of the base bid and all add alternates and drawn on a State or National Bank or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Yankton.

The bid guarantee will be retained by the OWNER as liquidated damages if the successful bidder refuses or fails to enter into an Agreement within ten (10) days after Notice of Award or fails at the time of executing the contract to furnish a construction performance bond and a construction payment bond guaranteeing the faithful performance of the work.

Bids may not be withdrawn after the time fixed for opening them. The OWNER reserves the right to reject any and all bids, and to waive any irregularities therein.

Adam Haberman, Public Works Director
City of Yankton, South Dakota

Published twice at the total approximate cost of \$7149 and can be viewed free of charge at www.sd-publicnotice.com

Published August 21 & 25, 2026.

B-Y Water District
C462431-03

DATE August 21, 2026.

CATEGORICAL EXCLUSION DETERMINATION

FOR THE PROPOSED PROJECT WITHIN BON HOMME HUTCHINSON, YANKTON, DOUGLAS, TURNER, MCCOOK AND HANSON COUNTIES, SOUTH DAKOTA

The South Dakota Department of Agriculture and Natural Resources (DANR) conducted a review of a proposal from the B-Y Water District for the Automatic Meter Read Upgrades.

B-Y Water District is proposing adding automated meter readers to their existing system and upgrading about 30 percent of the existing meters for compatibility with the new system, valves, and backflow preventers.

B-Y Water District was awarded a \$6,075,000.00 Drinking Water State Revolving Fund loan. The loan has a rate of 3.25 percent and a term of 10 years. Current residential water rates are \$79.25 per customer per month for 5,000 gallons usage. B-Y Water District has pledged system revenues for repayment of the loan. B-Y Water Districts current rates provide enough revenues to meet the 110% debt coverage requirement.

Listed below are the reasons for granting a categorical exclusion:

1. The project does not affect the degree of treatment or capacity of the existing facility.
2. The project involves new meters within the developed portion of the rural water system.
3. No comments requiring mitigation action were received from the South Dakota State Historic Preservation Office, South Dakota Department of Game, Fish and Parks, United States Army Corps of Engineers, Natural Resource Conservation Service, or through the public participation process.

2010 Legal and Public Notices

Funding Program, DANR, Pierre, South Dakota, and are available for public scrutiny at the B-Y Water District office in Tabor, South Dakota.

Comments supporting or disagreeing with this decision may be submitted to DANRMail@state.sd.us for consideration by DANR after publication of the Categorical Exclusion Determination. Categorical Exclusion determinations are final upon publication. DANR may consider comments provided if determined necessary.

Tina McFarling
Administrator

Published once at the total approximate cost of \$44.36 and can be viewed free of charge at www.sd-publicnotice.com

Published August 21, 2026.

NOTICE OF ADOPTION

ORDINANCE NO. 26-ZN-03 ESTABLISHING PERMANENT ZONING REGULATIONS FOR YANKTON COUNTY SOUTH DAKOTA. PROVIDING FOR THE ADMINISTRATION, ENFORCEMENT, AND AMENDMENTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

Notice is hereby given that Ordinance No. 26-ZN-03 establishing permanent zoning regulations for Yankton County, South Dakota, with such regulations being set forth in the document titled Yankton County Drainage Ordinance 2026 Amendment to Yankton County Drainage Ordinance #19 in accordance with the provision of Chapter 11-2, 1967 SDCL, and amendments thereof, and for repeal of all resolutions and ordinances in conflict therewith. Yankton County is adopting this ordinance in order to protect the public health, safety, and general welfare. This ordinance was duly adopted by the County Commissioners on the 18th day of August 2026 and will become effective on the 17th day of September, 2026.

First Reading:
August 4, 2026

Second Reading:
August 18, 2026

Publication Date:
August 21, 2026
(First Notice of Adoption)

Effective Date:
September 17, 2026
(20 days after 2nd Notice of Adoption)

Dated this 18th day of August, 2026.

John Marquardt, Yankton County Commissioner Chair

ATTEST:
Patty Hojem, Yankton County Auditor

Published once at the total approximate cost of \$24.80 and can be viewed free of charge at www.sd-publicnotice.com

Published August 21, 2026.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Board of Adjustment, Yankton County, South Dakota, at 630 P.M. on the 1st day of September, 2026 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota.

2010 Legal and Public Notices

ton County, South Dakota. E911 address is 2605 Deer Blvd, Yankton.

Published twice at the total approximate cost of \$30.09 and can be viewed free of charge at www.sd-publicnotice.com

Published August 21 & 28, 2026.

ORDINANCE #26

AN ORDINANCE IMPOSING A COUNTY GROSS RECEIPT TAX AND A USE TAX FOR YANKTON COUNTY, SOUTH DAKOTA

BE IT ORDAINED BY YANKTON COUNTY, SOUTH DAKOTA.

Section 1. PURPOSE: The purpose of this ordinance is to provide additional needed revenue for Yankton County, South Dakota, by imposing county gross receipts tax pursuant to the powers granted to the county by the State of South Dakota by SDCL 10-52B. The purpose of the county gross receipts tax is to provide property tax relief on the county property tax levy for all property classified as owner-occupied. All monies collected by the county from the gross receipts tax must be deposited into a property tax reduction fund, whereby passage of this ordinance shall hereby create.

Section 2. EFFECTIVE DATE AND ENACTMENT OF TAX: From and after the first day of January, 2027, there is hereby imposed as a county gross receipts tax of one-half per-

CROSSWORD

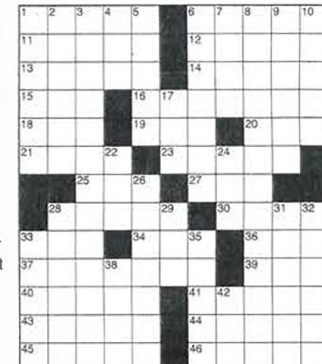
By THOMAS JOSEPH

ACROSS
1 Dull finish
6 Blackjack call
11 Clear sky
12 Fire remnants
13 Like chifton
14 Canary chow
15 Brief time
16 She loved Hamlet
18 One, for Juan
19 Carnival city
20 Far from cordial
21 Scathing reviews
23 Green strokes
25 Sis and bro, informally
27 Half of hex-
28 Train stop
30 Quiche base
33 Towel word
34 Slight, in slang
36 Clay, later
37 Check out
39 Light brown
40 Sam of "Jurassic Park"

41 Next to
43 Stream swimmer
44 Physical power
45 Airs
46 Welded

DOWN

1 Botch
2 Wise goddess
3 John book
4 Kicker's aid
5 Goof
6 Discuss in detail
7 Words of understanding
8 John
9 Army docs
10 School paper
17 Card a bit
22 Easy symbol
24 Uno plus due
26 Early autos



2010 Legal and Public Notices

cent (0.5%) on the gross receipts of all persons engaged in business within the jurisdiction of Yankton County, South Dakota, who are subject to the South Dakota Retail Occupational Sales and Service Tax, SDCL 10-15 and acts amendatory thereto.

Section 3. USE TAX: In addition, there is hereby imposed a gross receipts tax on the privilege of use, storage, and consumption within the jurisdiction of the county of items purchased from and after the first of January, 2027, at the same rate as the county gross receipt tax upon all transactions or use, storage, and consumption which are subject to the South Dakota Use Tax, SDCL 10-46, and acts amendatory thereto.

Section 4. COLLECTION: Such tax is levied pursuant to authorization granted by SDCL 10-52B and acts amendatory thereto, and shall be collected by the South Dakota Department of Revenue in accordance with the same rules and regulations applicable to the State Sales Tax and under such additional rules and regulations as the Secretary of Revenue of the State of South Dakota shall lawfully prescribe.

Section 5. INTERPRETATION: It is declared to be the intention of this ordinance and the taxes levied hereunder that the same shall be interpreted and construed in the same manner as all sections of the South Dakota Retail Occupational Sales and Service Tax, SDCL 10-45 and acts amendatory thereto and the



Yesterday's answer

8 John
9 Army docs
10 School paper
17 Card a bit
22 Easy symbol
24 Uno plus due
26 Early autos
28 Moolah
29 Nervous
31 Quick look
32 Burned
33 Pointers
35 Work group
38 Cord end
42 Singer Reed

1200 Cars

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

FREE PICKUP

McLean Auto Salvage
402-360-0756

1315 Drivers

TRUCK DRIVER NEEDED

We established local Yankton, SD trucking company is looking for a Class A CDL driver. Belt trailer, Local hauls, no overnights. Competitive wage based on experience. Full-time benefits including vacation, paid holidays, retirement and health insurance. Flexible schedule. Well maintained newer Peterbilt trucks. 402-357-3392.

1325 Medical

MEDICATION AIDE PART-TIME NIGHTS

Provide quality care in our private long-term care center. Prepare, administer and document medications and treatments. Certified Nursing Assistant/Medication Aide certification required. No computer charting. Includes two 8-hr shifts/every other weekend. Shift differential. Come join us in a calm, caring work atmosphere! Apply at Sacred Heart Monastery
www.yanktonbenedictines.org/jobs/
1005 W 8th St
Yankton, SD 57078
(605) 658-6284



1340 Part-Time

Must be good with computers, social media and taking pictures with your phone! Hours flexible-start soon! Duties: Set up business on Facebook, handle things on Ebay and others. Text your resume to 402-750-4163.

PRESCHOOL TEACHER AIDE
St. John's Lutheran Preschool is seeking caring, enthusiastic individuals who enjoy helping children learn, explore, and thrive in a Christ-centered environment.

We are looking for at least two individuals to cover our morning and afternoon shifts Monday-Friday.

Email your interest/resume to: director@preschool.sjohnsyankton.com

1435 Carpentry

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

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

1490 Lawn-Landscaping

Tree, Bush & Hedge Trimming, Property Cleanup, Roof & Gutter Cleaning, Landscaping Small Project
605-484-7682

1530 Roofing-Siding

H & H ROOFING
(605) 857-1472
We Install/Repair
Roofs of all kinds
CALL FOR A FREE
Inspection/Estimate
Licensed/Bonded/Insured
Locally Owned & Operated In
Yankton
Justus & Team have
30 Years Experience
References Available

AKC LAB PUPPIES
ALL COLORS WHITE YELLOW DK RED DK CHOCOLATE BLK. HUNTING / FAMILY FULL AKC. MITCHELL SD
CALL-TEXT 605-999-7149
www.southdakotayellowlabs

1600 Other Real Estate

EQUAL HOUSING OPPORTUNITY

All real estate advertised in this newspaper is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin, in the sale, rental or financing of housing or an intention to make any such preference, limitation or discrimination. Familial status includes children under the age of 18 living with parents or legal guardians, pregnant women and people securing custody of children under the age of 18.

In addition, South Dakota State Law also prohibits discrimination based on ancestry and creed.

This paper will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis. If you believe you have been discriminated against in connection with the sale, rental or financing of housing, call the South Dakota Fair Housing ombudsman at 877-832-0161.

1605 Apartment For Rent

1-Bdrm. \$576+. Scotland, SD. Free utilities. Pets Allowed. Remodeled.
605-464-0872 or 866-740-4550.

2010 Legal and Public Notices

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Yankton, South Dakota, will receive bids for the

2026

Miscellaneous Concrete

The project includes the following major construction items:

Removal of Concrete Pavement
404 SY
6 PCC Pavement
263 SY
7 PCC Pavement
174 SY
8 PCC Pavement
95 SY

And Other Miscellaneous and Landscape Items

Owner reserves the right to make the award based on the lowest responsive bid.

Sealed bids will be received for the City Commission of the City of Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 PM on May be hand delivered to the place of opening at 3:00 PM on the 3rd day of September, at which time they will be publicly opened and read in the Second Floor Meeting Room B of City Hall, located at 416 Walnut Street in Yankton, South Dakota. Disposition of said bids is expected to be held on the 14th day of September, after 6:00 PM, in the Career Manufacturing Technical Education Academy, at 1200 W 21st Street, Yankton, South Dakota.

Drawings, Specifications and Contract Documents may be obtained at the City Engineer's Office, 416 Walnut Street, Yankton, SD, 57078, or by going to: <http://www.cityofyankton.org/how-do-i-bid-ftp-post-list>. With any questions, please call 605-668-5251.

The Bidder to whom the contract is awarded will be required to furnish a construction performance bond and a construction payment bond to the OWNER in the amount of one hundred percent (100%) of the contract value for each bond, in conformance with the requirements of the Contract Documents. The construction

Each bid must be accompanied by a certified check, cashiers check or draft in the amount of 5% of the base bid and all add alternates and drawn on a State or National Bank or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Yankton.

The bid guarantee will be retained by the OWNER as liquidated damages if the successful bidder refuses or fails to enter into an Agreement within ten (10) days after Notice of Award or fails at the time of executing the contract to furnish a construction performance bond and construction payment bond guaranteeing the faithful performance of the work.

Bids may not be withdrawn after the time fixed for opening them. The OWNER reserves the right to reject any and all bids, and to waive any irregularities therein.

Adam Haberman - Public Works Director
City of Yankton, South Dakota

Published twice at the total approximate cost of \$71.49 and can be viewed free of charge at www.sd-publicnotices.com

Published August 21 & 25, 2026.

B-Y Water District
C462431-03

DATE August 21, 2026.

CATEGORICAL EXCLUSION DETERMINATION

FOR THE PROPOSED PROJECT WITHIN BON HOMME, HUTCHINSON, YANKTON, DOUGLAS, TURNER, MCCOOK AND HANSON COUNTIES, SOUTH DAKOTA

The South Dakota Department of Agriculture and Natural Resources (DANR) conducted a review of a proposal from the B-Y Water District for the Automatic Meter Read Upgrades.

B-Y Water District is proposing adding automated meter readers to their existing system and upgrading about 30 percent of the existing meters for compatibility with the new system, valves, and backflow preventers.

B-Y Water District was awarded a \$6,075,000.00 Drinking Water State Revolving Fund loan. The loan has a rate of 3.25 percent and a term of 10 years. Current residential water rates are \$79.25 per customer per month for 5,000 gallons usage. B-Y Water District has pledged system revenues for repayment of the loan. B-Y Water Districts current rates provide enough revenues to meet the 110% debt coverage requirement.

Listed below are the reasons for granting a categorical exclusion:

1. The project does not affect the degree of treatment or capacity of the existing facility.
2. The project involves new meters within the developed portion of the rural water system.
3. No comments requiring mitigation action were received from the South Dakota State Historic Preservation Office, South Dakota Department of Game, Fish and Parks, United States Department of Interior, United States Army Corps of Engineers, Natural Resource Conservation Service, or through the public participation process.

The proposed action does not involve any serious local objections, nor does it meet any of the criteria for not granting a categorical exclusion as specified in Section 6505 (c) (i) through (iii) of 40 CFR Part 6, Subpart E.

The B-Y Water District Automatic Meter Read Upgrades project will not affect any historical or archaeological resources. The project should have no direct or indirect adverse effects on plant life or wildlife. No other environmentally sensitive issues have been identified in the planning of this project.

The review process did not indicate that significant environmental impacts would result from the proposed project. Consequently, a preliminary decision not to prepare an EIS has been made. This action is taken on the basis of a careful review of the engineering report, environmental information documents, correspondence with responsible governmental agencies and other supporting data which are on file at the Division of Financial and Technical Assistance, Environmental

Comments supporting or disagreeing with this decision may be submitted to ANRMail@state.sd.us for consideration by DANR after publication of the Categorical Exclusion Determination. Categorical Exclusion determinations are final upon publication. DANR may consider comments provided if determined necessary.

Tina McFarling
Administrator

Published once at the total approximate cost of \$44.36 and can be viewed free of charge at www.sd-publicnotices.com

Published August 21, 2026.

NOTICE OF ADOPTION

ORDINANCE NO. 26-ZN-03
ESTABLISHING PERMANENT ZONING REGULATIONS FOR YANKTON COUNTY SOUTH DAKOTA. PROVIDING FOR THE ADMINISTRATION, ENFORCEMENT, AND AMENDMENTS THEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

Notice is hereby given that Ordinance No. 26-ZN-03 establishing permanent zoning regulations for Yankton County, South Dakota, with such regulations being set forth in the document titled Yankton County Drainage Ordinance 2026 Amendment to Yankton County Drainage Ordinance #19 in accordance with the provision of Chapter 11-2, 1987 SDCL, and amendments thereof, and for repeal of all resolutions and ordinances in conflict therewith. Yankton County is adopting this ordinance in order to protect the public health, safety, and general welfare. This ordinance was duly adopted by this County Commissioners on the 18th day of August 2026 and will become effective on the 17th day of September, 2026.

First Reading:
August 4, 2026

Second Reading:
August 18, 2026

Publication Date:
August 21, 2026
(First Notice of Adoption)

Effective Date:
September 17, 2026
(20 days after 2nd Notice of Adoption)

Dated this 18th day of August, 2026.

John Marquardt, Yankton County Commissioner Chair

ATTEST:
Patty Hojem, Yankton County Auditor

Published once at the total approximate cost of \$24.80 and can be viewed free of charge at www.sd-publicnotices.com

Published August 21, 2026.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Board of Adjustment, Yankton County, South Dakota, at 6:30 P.M. on the 1st day of September, 2026 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota. Gartner Brndt is requesting a Conditional Use Permit for an addition to an accessory structure since he is over the 2400 square foot maximum in a Moderate Density Residential District per Article 7 Section 707, Article 18 Section 1805, and Article 19 Section 1905. Said property is legally described as Plank's Addition, as platted in Book 57, page 77B; AND the West 538.3 feet of the South 370.28 feet of the North 489.28 feet of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), lying adjacent to said Plank's Addition, Section Four (4), Township Ninety-three (93), North, Range Fifty-six (56) West of the 5th P.M., AND Lots Fifteen (15), Sixteen (16), and Seventeen (17), located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), Section Four (4), Township Ninety-three (93), North, Range Fifty-six (56) West of the 5th P.M., as platted in Book 54, Page 109B all in Yankton.

**Classifieds
665-7811**

viewed on usage at www.sd-publicnotices.com

Published August 21 & 28, 2026.

ORDINANCE #26

AN ORDINANCE IMPOSING A COUNTY GROSS RECEIPTS TAX AND A USE TAX FOR YANKTON COUNTY, SOUTH DAKOTA

BE IT ORDAINED BY YANKTON COUNTY, SOUTH DAKOTA,

Section 1. PURPOSE: The purpose of this ordinance is to provide additional needed revenue for Yankton County, South Dakota, by imposing county gross receipts tax pursuant to the powers granted to the county by the State of South Dakota by SDCL 10-52B. The purpose of the county gross receipts tax is to provide property tax relief on the county property tax levy for all property classified as owner-occupied. All monies collected by the county from the gross receipts tax must be deposited into a property tax reduction fund, whereby passage of this ordinance shall hereby create.

Section 2. EFFECTIVE DATE AND ENACTMENT OF TAX: From and after the first day of January, 2027, there is hereby imposed as a county gross receipts tax of one-half per-

centage on the sale and service tax, SDCL 10-45 and acts amendatory thereto.

Section 3. USE TAX: In addition, there is hereby imposed a gross receipts tax on the privilege of use, storage, and consumption within the jurisdiction of the county of items purchased from and after the first of January, 2027, at the same rate as the county gross receipts tax upon all transactions or use, storage, and consumption which are subject to the South Dakota Use Tax, SDCL 10-46, and acts amendatory thereto.

Section 4. COLLECTION: Such tax is levied pursuant to authorization granted by SDCL 10-52B and acts amendatory thereto, and shall be collected by the South Dakota Department of Revenue in accordance with the same rules and regulations applicable to the State Sales Tax and under such additional rules and regulations as the Secretary of Revenue of the State of South Dakota shall lawfully prescribe.

Section 5. INTERPRETATION: It is declared to be the intention of this ordinance and the taxes levied hereunder that the same shall be interpreted and construed in the same manner as all sections of the South Dakota Retail Occupational Sales and Service Tax, SDCL 10-45 and acts amendatory thereto and the

CROSSWORD

By THOMAS JOSEPH

ACROSS 41 Next to

1 Dull finish 43 Stream

6 Blackjack swimmer

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11 Clear sky power

12 Fire 45 Airs

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33 Towel

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40 Sam of

"Jurassic

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A XYDLBAAXR
is LONGFELLOW

One letter stands for another. In this sample, A is used for the three L's, X for the two O's, etc. Single letters, apostrophes, the length and formation of the words are all hints. Each day the code letters are different.

8-21 CRYPTOQUOTE

OMD'X CV JVT LHVRR EYXN

MXNVJ BVBHVR NVWJXR.

OMD'X BQX QB EYXN BVBHVR

ENM WJV JVT LHVRR EYXN

FMQJR. — IYGY NVDOJYZ

Yesterday's Cryptquote: I'M CAPTIVATED BY YOU, BABY, LIKE A FIREWORKS SHOW.

— TAYLOR SWIFT

YANKTON COUNTY COMMISSION MEETING

August 12, 2026

A special meeting of the Yankton County Commission was called to order by Chairman John Marquardt at 4:00 p.m. on Wednesday August 12, 2026.

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

There were no conflicts of interest reported by Commissioners.

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

Action 26277C: A motion was made by Klimisch and seconded by Kettering to approve the meeting agenda. All present voted aye; motion carried, 5-0.

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

The board discussed the Provisional Budget for 2027.

Action 26278C: A motion was made by Fox and seconded by Heine to adjourn. All present voted aye; motion carried, 5-0.

The next regular meeting will be Tuesday, August 18, 2026.

John Marquardt, Chairman
Yankton County Commission

ATTEST:
Patty Hojem, County Auditor

YANKTON COUNTY COMMISSION
August 18, 2026

The regular meeting of the Yankton County Commission was called to order by Chairman John Marquardt at 6:00 p.m. on Tuesday, August 18, 2026.

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

There were no conflicts of interest reported by the board.

Action 26279C: A motion was made by Fox and seconded by Heine to approve the agenda with the following change: omit Item 17. All present voted aye; motion carried, 5-0.

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

Julie Auch appeared to request the board accept or refuse the petitions submitted August 6, 2026 to place the data center issue on the November ballot. Auch said the ballot measure will allow voters to decide this important public policy. No action was taken.

Action 26280AMB: A motion was made by Kettering and seconded by Fox to approve the following Emergency Medical Services wage grade and wage increase for Austin Rhodes grade 3 to 4 for \$21.67 per hour. All present voted aye; motion carried, 5-0.

Doug Ekeren appeared before the board and gave a list of recommendations brought by the County Finance Task Force. Items were policy, financial reporting and budgeting, ambulance and emergency medical services, and general policies.

Register of Deeds Brian Hunhoff, a task force member, offered to provide a monthly update at Commission meetings on the current year budget performance, and analysis of the county's year-to-date financial status. Board members accepted the offer.

The County Auditor presented the 2027 Provisional Budget for board approval. If approved, the budget will be published and a hearing set for September 17, 2026 at 6:00 p.m. for any changes or objections. It will then be approved as the Annual Budget for 2027.

Action 26281Aud: A motion was made by Heine and seconded by Howey-Fox to approve the Provisional Budget for 2027. Fox, Heine, Kettering and Marquardt voted aye; Kettering voting nay; motion carried, 4-1.

Action 26282D: A motion was made by Fox and seconded by Heine to recess the regular session and convene as Drainage Board. All present voted aye; motion carried, 5-0.

There was a second reading of proposed ordinance change 26-ZN-03 to the Yankton County Zoning Ordinance.

There was no public comment. Chairman Marquardt closed public comment.

Action 26283D: A motion was made by Heine and seconded by Klimisch to approve Ordinance 26-ZN-03 Drainage Ordinance #19. All present voted aye; motion carried, 5-0

Action 26284D: A motion was made by Klimisch and seconded by Fox to recess the Drainage Board and reconvene in Ditch Board. All present voted aye; motion carried, 5-0

Action 26285Z: A motion was made by Klimisch and seconded by Heine to adopt the following resolution: Whereas it appears Daniel Kubal, owner of record, has caused a plat to be made of the following real property: Tract 1 Archies Addition, SE1/4, of Section 8, T94N-57W, County of Yankton, S.D., and has submitted such plat to the Yankton County Planning Commission and Yankton County Commission for approval. Now therefore, be it resolved that such plat has been executed according to law and conforms to all existing applicable zoning, subdivision, erosion and sediment control and same is hereby approved. County Auditor is hereby authorized and directed to endorse on such the proper resolution and certify the same. All present voted aye; motion carried, 5-0.

Action 26286Z: A motion was made by Klimisch and seconded by Heine to adopt the following resolution: Whereas it appears Daniel Kubal, owner of record, has caused a plat to be made of the following real property: Tract 1 of Mogcks Addition, NE1/4, of Section 9, T94N-57W, County of Yankton, S.D., and has submitted such plat to the Yankton County Planning Commission and Yankton County Commission for approval. Now therefore, be it resolved that such plat has been executed according to law and conforms to all existing applicable zoning, subdivision, erosion and sediment control and same is hereby approved. County Auditor is hereby authorized and directed to endorse on such the proper resolution and certify the same. All present voted aye; motion carried, 5-0.

Action 26287Z: A motion was made by Klimisch and seconded by Heine to adopt the following resolution: Whereas it appears Daniel Kubal, owner of record, has caused a plat to be made of the following real property: Tract 1 North of Dan's Addition Located in the SE1/4, of Section 5, 94N-57W, County of Yankton, S.D., and has submitted such plat to the Yankton County Planning Commission and Yankton County Commission for approval. Now therefore, be it resolved that such plat has been executed according to law and conforms to all existing applicable zoning, subdivision, erosion and sediment control and same is hereby approved. County Auditor is hereby authorized and directed to endorse on such the proper resolution and certify the same. All present voted aye; motion carried, 5-0.

Action 26288Z: A motion was made by Fox and seconded by Kettering to adopt the following resolution: Whereas it appears Nelson Conservation Easement, owner of record, has caused a plat to be made of the following real property: Nelson Wetland Conservation

Easement 2 in the NW1/4, SE1/4, SW1/4, NE1/4, of Section 10, T96N-54W, County of Yankton, S.D., and has submitted such plat to the Yankton County Planning Commission and Yankton County Commission for approval. Now therefore, be it resolved that such plat has been executed according to law and conforms to all existing applicable zoning, subdivision, erosion and sediment control and same is hereby approved. County Auditor is hereby authorized and directed to endorse on such the proper resolution and certify the same. All present voted aye; motion carried, 5-0.

Action 26289Z: A motion was made by Klimisch and seconded by Heine to adopt the following resolution: Whereas it appears Dumont Holdings, LLC, owners of record, has caused a plat to be made of the following real property: Lots 18-29, Forest Lake Subdivision, NW1/4, NE1/4, NE1/4, NW1/4, NW1/4, of Section 13, 96N-56W, County of Yankton, S.D., and has submitted such plat to the Yankton County Planning Commission and Yankton County Commission for approval. Now therefore, be it resolved that such plat has been executed according to law and conforms to all existing applicable zoning, subdivision, erosion and sediment control and same is hereby approved. County Auditor is hereby authorized and directed to endorse on such the proper resolution and certify the same. All present voted aye; motion carried, 5-0.

Action 26290C: A motion was made by Klimisch and seconded by Fox to approve the following claims with correction: Fox Law Firm, PLLC should've been \$109.75; **Commission:** Intuvio Solutions (Prof Services) \$349.75; **Elections:** First Bankcard (Supplies) \$118.82; Poll Workers (Election) \$5,210.40; Polling Places (Election) \$400.00; Qualified Presort Service, LLC (Supplies) \$69.19; **Court:** Blackburn & Stevens Prof. LLC (Prof Services) \$1,124.74; Lutheran Social Services (Prof Services) \$97.50; Brandon Kirkland (Prof Services) \$55.00; Grand Jury (Fees) \$582.60; Cannabis ChemLab (Lab) \$325.00; LaCroix Law Office (Neglected) \$1,519.95; Stephanie Moen (Prof Services) \$455.70; Department of Health (Lab) \$1,625.00; Dean Schaeffer (Prof Services) \$1,478.00; Thomson Reuters-West (Supplies) \$3,401.46; **Auditor:** Qualified Presort Service, LLC (Supplies) \$304.24; One Office Solution (Maintenance) \$397.24; Thomson Reuters-West (Prof Services) \$570.14; **Treasurer:** LEAF (Rentals) \$168.79; Qualified Presort Service, LLC (Supplies) \$252.47; **Data Processing:** CSI, LLC (Maintenance) \$8,821.48; First Bankcard (Maintenance) \$44.78; **States Attorney:** Century Business Products (Maintenance) \$339.76; Culligan (Supplies) \$53.50; Les Schwab (Maintenance) \$105.06; Qualified Presort Service, LLC (Supplies) \$44.01; One Office Solution (Supplies) \$478.07; Thomson Reuters-West (Prof Services) \$962.02; Thomson Reuters-West (Books) \$2,304.00; **Government Center:** City of Yankton (Supplies) \$504.93; Culligan (Supplies) \$249.97; Amazon Capital Services (Supplies) \$59.87; First Bankcard (Supplies) \$145.55; Menards (Supplies) \$184.42; MidAmerican Energy (Utilities) \$388.27; Olson's Pest Technicians (Maintenance) \$168.00; **Director of Equalization:** Amazon Capital Services (Supplies) \$27.87; First Bankcard (Supplies) \$52.19; Great America Financial (Maintenance) \$89.42; Microfilm Imaging Systems (Maintenance) \$120.00; Qualified Presort Service, LLC (Supplies) \$108.56; **Register of Deeds:** Executive Management Finance (Supplies) \$124.00; Qualified Presort Service, LLC (Supplies) \$71.37; One Office Solution (Supplies) \$214.80; **Veterans Service Office:** LEAF (Rentals) \$60.42; Qualified Presort Service, LLC (Supplies)

\$22.35; One Office Solution (Maintenance) \$29.82; **Safety Center Building:** City of Yankton (Dumpster Fees) \$128.00; Amazon Capital Services (Supplies) \$26.52; City of Yankton-Landfill (Maintenance) \$14.00; Menards (Supplies) \$59.74; MidAmerican Energy (Utilities) \$824.04; Clarity Telecom, LLC (Utilities) \$229.49; Midcontinent Communications (Utilities) \$1,009.26; **Sheriff:** Greg Jensen (Travel) \$244.83; City of Yankton (Fuel) \$3,286.67; Xtreme Car Wash (Maintenance) \$244.80; GR-Emergency Vehicle Outfitters (Auto Equipment) \$7,720.00; Wolfcom Enterprises (Law Enforcement Equipment) \$374.00; FedEx (Prof Services) \$59.24; Qualified Presort Service, LLC (Maintenance Contract) \$269.20; South Dakota Sheriff's Association (Maintenance Contract) \$880.00; Sirchie (Supplies) \$243.30; Tire Muffler Alignment (Maintenance) \$1,265.86; One Office Solution (Supplies) \$574.34; **County Jail:** Avera Sacred Heart Hospital (Prof Services) \$291.97; Scott Family Dentistry, Inc. (Prof Services) \$30.32; Charm-Tex (Supplies) \$87.92; Culligan (Food Services) \$75.00; Diamond Drugs (Prof Services) \$9,062.04; Trinity Services Group (Food Services) \$11,725.63; AT & T Mobility (Maintenance Contract) \$309.74; Sapphire Health, LLC (Prof Services) \$566.50; JCL Solutions (Supplies) \$820.68; Olson's Pest Technicians (Maintenance) \$310.00; Correctional Risk Service (Inmate Insurance) \$3,775.80; Siouxland Oral Surgery (Prof Services) \$813.65; Yankton Rexall Drug, Co. (Prof Services) \$562.34; Yankton Medical Clinic (Prof Services) \$254.53; **Coroner:** Sanford Health (Prof Services) \$2,391.00; **Juvenile Detention:** Minnehaha County Juvenile Detention Center (Rentals) \$44,230.58; **Yankton Area Search & Rescue:** City of Yankton (Supplies) \$198.55; Truck Trailer Sales & Service (Maintenance) \$982.00; **Ambulance:** City of Yankton (Supplies) \$1,583.51; Amazon Capital Services (Supplies) \$1,043.88; First Bankcard (Prof Services) \$13.67; First Bankcard (Supplies) \$72.61; LEAF (Rentals) \$395.20; Menards (Supplies) \$24.97; Northwestern Energy (Utilities) \$1,361.66; Olson's Pest Technicians (Maintenance) \$238.00; Qualified Presort Service, LLC (Supplies) \$132.93; **Mentally Handicapped:** Dakotabilities (Misc.) \$360.00; SD Achieve dba Lifescape (Misc.) \$240.00; **Mental Illness Board:** Val Larson (Hearings) \$56.00; Fox Law Firm, PLLC (Hearings) \$692.25; Kennedy Pier Loftus Reynolds Brandt (Hearings) \$341.60; Mark Katterhagen (Hearings) \$56.00; Lewis & Clark Behavioral Health Services (Hearings) \$1,680.00; Lincoln Cnty Treasurer (Hearings) \$3,924.90; Luci Lewno (Hearings) \$329.25; **Senior Citizens:** City of Yankton (2nd Quarter Allotment) \$9,140.28; **Extension:** SAGA Communications, Inc. (Other) \$324.00; MidAmerican Energy (Utilities) \$9.83; Northwestern Energy (Utilities) \$398.14; **Weed:** Bomgaars (Supplies) \$9.49; O'Reilly Auto Parts (Supplies) \$21.01; One Office Solution (Supplies) \$34.84; **Planning and Zoning:** Amazon Capital Services (Supplies) \$9.29; First Bankcard (Prof Services) \$59.88; First Bankcard (Supplies) \$24.02; Microfilm Imaging Systems (Maintenance) \$70.00; Pheasantland Industries (E911 Signs) \$33.44; **Highway:** Appeara (Supplies) \$166.39; Sanitation Products, Inc. (Maintenance) \$34.98; Sanitation Products (Auto Equipment) \$165,340.00; B-Y Electric (Utilities) \$2.55; B-Y Water District (Utilities) \$109.25; Butler Machinery (Maintenance) \$842.17; CenturyLink (Utilities) \$78.30; CHS, Inc. (Supplies) \$229.32; CHS, In. (Highway Fuel) \$29,645.00; Amazon Capital Service (Maintenance) \$28.99; Marx Dust Control (Supplies) \$20,707.50; TLC Propane (Supplies) \$29.88; Fischer Gravel (Secondary Roads) \$27,973.94; Moon River Auto, Inc. (Supplies) \$5.00; Jim Hark Truck Trailers (Maintenance) \$1,078.53; I State Truck Center (Maintenance) \$462.18; Interstate All Battery (Maintenance) \$503.90; Janssen's Garbage Service (Utilities) \$65.00; Menards (Supplies) \$49.98;

MidAmerican Energy (Utilities) \$22.57; Northwestern Energy (Utilities) \$937.11; Spencer Quarries, Inc. (Bridges) \$31,043.20; Southeastern Electric Co. (Utilities) \$148.16; One Office Solution (Supplies) \$34.83; Yankton Janitorial Supplies (Supplies) \$242.80; **E911:** Clarity Telecom, LLC (Utilities) \$1,575.81; City of Yankton (2nd Quarter Allotment) \$95,375.00; CenturyLink (Utilities) \$325.52; Golden West Telecommunications (Utilities) \$145.06; **Diversion Expense:** Southeast Public Transit (Diversion) \$60.00; First Bankcard (Supplies) \$200.00; **OEM:** Kopetsky's Ace Hardware (Supplies) \$310.85; B-Y Electric (Utilities) \$68.00; Hanson Briggs Specialty Advertising, Inc. (Supplies) \$294.00; Xtreme Car Wash (Maintenance) \$64.00; ESRI (Maintenance) \$550.00; First Bankcard (Supplies) \$814.22; First Bankcard (Travel) \$126.17; First Bankcard (Prof Services) \$185.52; Hauge Associates, Inc. (Supplies) \$512.53; Generac Power Plans (Prof Services) \$1,577.07; Great America Financial (Rentals) \$182.64; LEAF (Rentals) \$204.14; Qualified Presort Service, LLC (Supplies) \$17.41; Two Way Solutions, Inc. (Maintenance) \$1,140.99; Tabor Lumber Co. (Supplies) \$360.10; **Government Buildings:** First Bankcard (Supplies) \$197.39; The Garland Co., Inc. (Supplies) 329.79; One Office Solution (Supplies) \$3,870.00; **24/7:** PharmChem, Inc. (Prof Services) \$4,888.35; PharmChem, Inc. (Supplies) \$1,727.01; **M & PR Fund:** One Office Solution (Supplies) \$517.74; **Non-Departmental:** Supercom, Inc. (Jail Tracking Monitors) \$523.25; Byron Nogelmeier (CAM Daily Fees) \$7,041.05; Byron Nogelmeier (State Participation Fees) \$682.00; Byron Nogelmeier (Remote Breath Fees) \$1,385.00; South Dakota Department of Revenue (Motor Vehicle Fees) \$617,033.98; South Dakota Department of Revenue (Waste Fees) \$7,143.75; South Dakota Department of Revenue (ROD Fees) \$2,480.00; South Dakota Department of Revenue (HSC Services) \$5,114.64; South Dakota Department of Revenue (Redfield Services) \$120.00; SDACO (M & PR Fund) \$602.00. General Fund \$156,242.81; Road & Bridge \$279,676.03; Emergency Management \$6,407.64. All present voted aye; Motion carried, 5-0.

Action 26291C: A motion was made by Fox and seconded by Heine to approve the July 30, 2026 Commission meeting minutes. All present voted aye; motion carried, 5-0.

Action 26292C: A motion was made by Fox and seconded by Heine to approve the August 4, 2026 Commission meeting minutes with this correction: Fox Law Firm, PLLC should have been listed at \$109.75. All present voted aye; motion carried, 5-0.

The board scheduled August 28, 2026 at 11:00 a.m. for 2027 budget discussion.

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

Action 26293C: A motion was made by Klimisch and seconded by Fox to adjourn. All present voted aye; motion carried, 5-0.

The next regular meeting will be Tuesday, September 1, 2026 at 6:00 p.m.

John Marquardt, Chairman
Yankton County Commission

ATTEST:
Patty Hojem,
Yankton County Auditor

8/28/2026 3:00 PM

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 1

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02623 KASI'S CLAIMS 09-01-2026

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSIONERS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202608277793	101-5-111-42800	UTILITIES - COMMISSION		50.50
01-01506	NFAA	I-202608267749	101-5-111-42400	RENTALS - COMMISSION		143.37
01-03531	HealthEquity	I-202608267764	101-5-111-41500	GROUP INSURANCE - COMMISSION		47.25
01-14001	YANKTON COUNTY OBSERVER	I-202608277811	101-5-111-42300	PUBLISHING - COMMISSION		361.61
01-24003	YANKTON DAILY P & D	I-202608277808	101-5-111-42300	PUBLISHING - COMMISSION		960.79

DEPARTMENT 111 COMMISSIONERS TOTAL: 1,563.52

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
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
01-03703	KNOWiNK LLC	I-202608267741	101-5-120-42200	PROF SERVICES - ELECTION		7,500.00
01-14001	YANKTON COUNTY OBSERVER	I-202608277810	101-5-120-42300	PUBLISHING - ELECTION		116.78
01-16017	QUALIFIED PRESORT SERVI	I-202608287864	101-5-120-42600	SUPPLIES - ELECTION		109.26
01-21042	VERIZON	I-202608287880	101-5-120-42400	RENTALS - ELECTION		400.10
01-24003	YANKTON DAILY P & D	I-202608277809	101-5-120-42300	PUBLISHING - ELECTION		544.83
DEPARTMENT 120 ELECTIONS						TOTAL: 8,670.97

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 130 COURT

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 3
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01228	BLACKBURN & STEVENS PRO	I-202608287843	101-5-130-42200	PROF SERVICES - COURT		1,660.28
01-01228	BLACKBURN & STEVENS PRO	I-202608287844	101-5-130-42200	PROF SERVICES - COURT		977.56
01-01228	BLACKBURN & STEVENS PRO	I-202608287845	101-5-130-42200	PROF SERVICES - COURT		928.76
01-01228	BLACKBURN & STEVENS PRO	I-202608287846	101-5-130-42200	PROF SERVICES - COURT		330.18
01-01228	BLACKBURN & STEVENS PRO	I-202608287847	101-5-130-42200	PROF SERVICES - COURT		965.36
01-01228	BLACKBURN & STEVENS PRO	I-202608287848	101-5-130-42200	PROF SERVICES - COURT		2,169.78
01-01228	BLACKBURN & STEVENS PRO	I-202608287849	101-5-130-42200	PROF SERVICES - COURT		2,404.18
01-03156	COMPUTER FORENSIC RESOU	I-202608287872	101-5-130-42200	PROF SERVICES - COURT		4,100.00
01-03989	YOUNGBERG LAW, PROF. LL	I-202608267733	101-5-130-42200	PROF SERVICES - COURT		2,883.21
01-04260	DAKOTA PSYCHOLOGICAL SE	I-202608287825	101-5-130-42200	PROF SERVICES - COURT		3,449.75
01-04638	EAST RIVER PSYCHOLOGICA	I-202608267747	101-5-130-42200	PROF SERVICES - COURT		2,500.00
01-04638	EAST RIVER PSYCHOLOGICA	I-202608267748	101-5-130-42200	PROF SERVICES - COURT		2,500.00
01-05481	PRAIRE SKIES PSYCHOLOGI	I-202608267762	101-5-130-42200	PROF SERVICES - COURT		850.00
01-05481	PRAIRE SKIES PSYCHOLOGI	I-202608267763	101-5-130-42200	PROF SERVICES - COURT		1,825.00
01-07755	HORN LAW OFFICE LLC	I-202608277773	101-5-130-42200	PROF SERVICES - COURT		21,361.00
01-18801	DEAN SCHAEFER	I-202608287873	101-5-130-42200	PROF SERVICES - COURT		306.00
01-18801	DEAN SCHAEFER	I-202608287874	101-5-130-42200	PROF SERVICES - COURT		508.00
01-24003	YANKTON DAILY P & D	I-202608277807	101-5-130-42900	OTHER - COURT		39.08

DEPARTMENT 130 COURT

TOTAL: 49,758.14

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 141 AUDITOR

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 4
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202608277794	101-5-141-42800	UTILITIES - AUDITOR		121.00
01-16017	QUALIFIED PRESORT SERVI	I-202608287859	101-5-141-42600	SUPPLIES - AUDITOR		151.70

DEPARTMENT 141 AUDITOR TOTAL: 272.70

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 142 TREASURER

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 5
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202608277796	101-5-142-42800	UTILITIES - TREASURER		197.74
01-16017	QUALIFIED PRESORT SERVI	I-202608287858	101-5-142-42600	SUPPLIES - TREASURER		196.82

DEPARTMENT 142 TREASURER TOTAL: 394.56

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 143 DATA PROCESSING

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 6
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202608277791	101-5-143-42800	UTILITIES - DATA		885.92

DEPARTMENT 143 DATA PROCESSING TOTAL: 885.92

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 151 STATES ATTORNEY

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 7
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-202608287866	101-5-151-42600	SUPPLIES - STATES ATTY		140.45

DEPARTMENT 151 STATES ATTORNEY TOTAL: 140.45

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 161 GOVERNMENT CENTER

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 8
ITEMS PRINTED: PAID, UNPAID

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01011	BOMGAARS	I-202608277782	101-5-161-42600	SUPPLIES - GOVT CENTER		147.99
01-01200	CLARITY TELECOM, LLC	I-202608277799	101-5-161-42800	UTILITIES - GOVT CENTER		25.25
01-02001	CITY OF YANKTON	I-202608277778	101-5-161-42800	UTILITIES - GOVT CENTER		3,368.76
01-03820	AMAZON CAPITAL SERVICES	I-202608287883	101-5-161-42600	SUPPLIES - GOVT CENTER		26.99
01-03820	AMAZON CAPITAL SERVICES	I-202608287884	101-5-161-42600	SUPPLIES - GOVT CENTER		80.70
01-09274	JOHNSON CONTROLS, INC.	I-202608287842	101-5-161-42500	MAINTENANCE - GOVT CENTER		219.14
01-14005	OLSON'S PEST TECHNICIAN	I-202608287877	101-5-161-42500	MAINTENANCE - GOVT CENTER		84.00
01-14055	OTIS ELEVATOR COMPANY	I-202608287822	101-5-161-42500	MAINTENANCE - GOVT CENTER		1,064.01

DEPARTMENT 161 GOVERNMENT CENTER TOTAL: 5,016.84

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 162 DIRECTOR OF EQUALIZATION

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 9
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202608277798	101-5-162-42800	UTILITIES - DOE		193.50
01-10258	GREAT AMERICA FINANCIAL	I-202608287814	101-5-162-42500	MAINTENANCE - DOE		86.42
01-16017	QUALIFIED PRESORT SERVI	I-202608287860	101-5-162-42600	SUPPLIES - DOE		250.37

DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL: 530.29

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 163 REGISTER OF DEEDS

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 10
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202608277797	101-5-163-42800	UTILITIES - ROD		171.76
01-16017	QUALIFIED PRESORT SERVI	I-202608287861	101-5-163-42600	SUPPLIES - ROD		67.69

DEPARTMENT 163 REGISTER OF DEEDS TOTAL: 239.45

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 165 VETERANS SERVICE OFFICER

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 11
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202608277792	101-5-165-42800	UTILITIES - VSO		25.25
01-16017	QUALIFIED PRESORT SERVI	I-202608287863	101-5-165-42600	SUPPLIES - VSO		22.35
01-21042	VERIZON	I-202608287881	101-5-165-42400	RENTALS - VSO		80.02

DEPARTMENT 165 VETERANS SERVICE OFFIC TOTAL: 127.62

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 169 SAFETY CENTER BUILDING

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 12
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02001	CITY OF YANKTON	I-202608277779	101-5-169-42800	UTILITIES - SAFETY CENTER		1,693.98
01-05008	FEJFAR PLUMBING & HEATI	I-202608267750	101-5-169-42500	MAINTENANCE - SAFETY CENTER		110.00
01-09274	JOHNSON CONTROLS, INC.	I-202608267731	101-5-169-42500	MAINTENANCE - SAFETY CENTER		489.60
01-12132	MIDCONTINENT COMMUNICAT	I-202608287840	101-5-169-42800	UTILITIES - SAFETY CENTER		305.91
01-13001	NORTHWESTERN ENERGY	I-202608287817	101-5-169-42800	UTILITIES - SAFETY CENTER		12,538.28
01-18100	SD DEPARTMENT OF PUBLIC	I-202608287824	101-5-169-42500	MAINTENANCE - SAFETY CENTER		240.00

DEPARTMENT 169 SAFETY CENTER BUILDING TOTAL: 15,377.77

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 211 SHERIFF

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 13
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00925	AUTOZONE	I-202608267752	101-5-211-42500	MAINTENANCE - SHERIFF		5.81
01-00925	AUTOZONE	I-202608287870	101-5-211-42500	MAINTENANCE - SHERIFF		30.00
01-00925	AUTOZONE	I-202608287871	101-5-211-42500	MAINTENANCE - SHERIFF		15.00
01-02631	CARDMEMBER SERVICES	I-202608287831	101-5-211-43600	AUTO EQUIPMENT - SHERIFF		410.97
01-02631	CARDMEMBER SERVICES	I-202608287832	101-5-211-42700	TRAVEL - SHERIFF		242.16
01-02631	CARDMEMBER SERVICES	I-202608287833	101-5-211-42600	SUPPLIES - SHERIFF		26.48
01-02631	CARDMEMBER SERVICES	I-202608287834	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		1,185.20
01-02631	CARDMEMBER SERVICES	I-202608287835	101-5-211-42900	OTHER - SHERIFF		4.24
01-04295	AT & T MOBILITY	I-202608287885	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		1,417.60
01-05471	BOYCE LAW FIRM, LLP	I-202608267745	101-5-211-42200	PROF SERVICES - SHERIFF		357.50
01-05518	TWO LANE TACTICS, LLC	I-202608267743	101-5-211-42700	TRAVEL - SHERIFF		179.99
01-08019	INTERSTATE ALL BATTERY	I-202608287854	101-5-211-42600	SUPPLIES - SHERIFF		28.80
01-16017	QUALIFIED PRESORT SERVI	I-202608287867	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		192.89
01-24003	YANKTON DAILY P & D	I-202608277806	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		366.00

DEPARTMENT 211 SHERIFF

TOTAL: 4,462.64

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 212 COUNTY JAIL

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 14
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00269	AVERA SACRED HEART HOSP	I-202608267734	101-5-212-42200	PROF SERVICES - JAIL		1,189.96
01-00269	AVERA SACRED HEART HOSP	I-202608267735	101-5-212-42200	PROF SERVICES - JAIL		2,876.84
01-01383	SCOTT FAMILY DENTISTRY,	I-202608277771	101-5-212-42200	PROF SERVICES - JAIL		112.41
01-01383	SCOTT FAMILY DENTISTRY,	I-202608277772	101-5-212-42200	PROF SERVICES - JAIL		112.41
01-02631	CARDMEMBER SERVICES	I-202608287836	101-5-212-42600	SUPPLIES - JAIL		598.93
01-02631	CARDMEMBER SERVICES	I-202608287837	101-5-212-42700	TRAVEL - JAIL		50.00
01-02631	CARDMEMBER SERVICES	I-202608287838	101-5-212-42210	FOOD SERVICES - JAIL		104.99
01-02631	CARDMEMBER SERVICES	I-202608287839	101-5-212-42520	MAINTENANCE CONTRACT - JAIL		1,185.19
01-02636	LEAH BRANDT	I-202608287829	101-5-212-42700	TRAVEL - JAIL		196.00
01-03678	TRINITY SERVICES GROUP	I-202608287868	101-5-212-42210	FOOD SERVICES - JAIL		5,112.09
01-03678	TRINITY SERVICES GROUP	I-202608287869	101-5-212-42210	FOOD SERVICES - JAIL		5,219.36
01-03948	SARAH HENSLEY	I-202608287830	101-5-212-42700	TRAVEL - JAIL		196.00
01-04295	AT & T MOBILITY	I-202608287886	101-5-212-42520	MAINTENANCE CONTRACT - JAIL		316.79
01-04772	ASSUSEN PROF. LLC	I-202608287819	101-5-212-42200	PROF SERVICES - JAIL		3,300.00
01-05156	AVERA PODIATRY - YANKTO	I-202608267739	101-5-212-42200	PROF SERVICES - JAIL		90.79
01-05317	CHESTNUT RIDGE FOAM, IN	I-202608287875	101-5-212-42630	MATTRESS REPLACEMENT - JAIL		4,907.60
01-09287	JCL SOLUTIONS	I-202608287813	101-5-212-42600	SUPPLIES - JAIL		1,014.31
01-14005	OLSON'S PEST TECHNICIAN	I-202608287879	101-5-212-42500	MAINTENANCE - JAIL		155.00
01-24004	YANKTON MEDICAL CLINIC	I-202608267742	101-5-212-42200	PROF SERVICES - JAIL		61.35

DEPARTMENT 212 COUNTY JAIL

TOTAL:

26,800.02

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 213 CORONER

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 15
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-13213	MARK NICKLES	I-202608267732	101-5-213-42700	TRAVEL - CORONER		12.60

DEPARTMENT 213 CORONER TOTAL: 12.60

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 412 PUBLIC WELFARE

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 16
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00974	PATHWAYS SHELTER FOR TH	I-202608267740	101-5-412-00000	PUBLIC WELFARE		9,000.00

DEPARTMENT 412 PUBLIC WELFARE TOTAL: 9,000.00

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 424 AMBULANCE

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 17
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00069	A-OX WELDING SUPPLY CO.	I-202608267744	101-5-424-42600	SUPPLIES - AMBULANCE		64.69
01-00311	SACRED HEART HEALTH SER	I-202608267761	101-5-424-42200	PROF SERVICES - AMBULANCE		1,500.00
01-01200	CLARITY TELECOM, LLC	I-202608277801	101-5-424-42800	UTILITIES - AMBULANCE		114.49
01-02001	CITY OF YANKTON	I-202608277781	101-5-424-42800	UTILITIES - AMBULANCE		335.54
01-03597	CNA SURETY	I-202608287853	101-5-424-42200	PROF SERVICES - AMBULANCE		100.00
01-03820	AMAZON CAPITAL SERVICES	I-202608287882	101-5-424-42600	SUPPLIES - AMBULANCE		194.99
01-04347	WAYSTAR INC.	I-202608267751	101-5-424-42200	PROF SERVICES - AMBULANCE		747.77
01-12371	MIDAMERICAN ENERGY	I-202608287856	101-5-424-42800	UTILITIES - AMBULANCE		21.66
01-13252	NORTHTOWN AUTOMOTIVE	I-202608287818	101-5-424-42500	MAINTENANCE - AMBULANCE		367.78
01-14005	OLSON'S PEST TECHNICIAN	I-202608287876	101-5-424-42500	MAINTENANCE - AMBULANCE		119.00
01-16017	QUALIFIED PRESORT SERVI	I-202608287865	101-5-424-42600	SUPPLIES - AMBULANCE		101.53
01-21042	VERIZON	I-202608277785	101-5-424-42800	UTILITIES - AMBULANCE		339.96
01-21042	VERIZON	I-202608277789	101-5-424-42400	RENTALS - AMBULANCE		298.75

DEPARTMENT 424 AMBULANCE

TOTAL: 4,306.16

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 441 MENTLLY HANDICAPPED

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 18
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00269	AVERA SACRED HEART HOSP	I-202608287821	101-5-441-00010	PROF SERVICES - MENTAL ILLNES		500.00
DEPARTMENT 441 MENTLLY HANDICAPPED TOTAL:						500.00

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 445 MENTAL ILLNESS BOARD

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 19
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01228	BLACKBURN & STEVENS PRO	I-202608287850	101-5-445-00000	HEARINGS - MENTAL ILLNESS		342.42
01-01228	BLACKBURN & STEVENS PRO	I-202608287851	101-5-445-00000	HEARINGS - MENTAL ILLNESS		231.80
01-04000	VAL LARSON	I-202608277774	101-5-445-00000	HEARINGS - MENTAL ILLNESS		28.00
01-04000	VAL LARSON	I-202608287826	101-5-445-00000	HEARINGS - MENTAL ILLNESS		48.00
01-04100	FOX LAW FIRM, PLLC	I-202608277776	101-5-445-00000	HEARINGS - MENTAL ILLNESS		547.75
01-10118	MARK KATTERHAGEN	I-202608277775	101-5-445-00000	HEARINGS - MENTAL ILLNESS		28.00
01-10118	MARK KATTERHAGEN	I-202608287827	101-5-445-00000	HEARINGS - MENTAL ILLNESS		48.00
01-11092	LUCILLE M. LEWNO	I-202608277777	101-5-445-00000	HEARINGS - MENTAL ILLNESS		552.00
01-11092	LUCILLE M. LEWNO	I-202608287828	101-5-445-00000	HEARINGS - MENTAL ILLNESS		781.56
01-12134	MINNEHAHA COUNTY AUDITO	I-202608287820	101-5-445-00000	HEARINGS - MENTAL ILLNESS		494.00

DEPARTMENT 445 MENTAL ILLNESS BOARD TOTAL: 3,101.53

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 611 COUNTY EXTENSION

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 20
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00067	CLAUDETTE ANKENY	I-202608267766	101-5-611-42520	4H - EXTENSION		46.40
01-01200	CLARITY TELECOM, LLC	I-202608277802	101-5-611-42800	UTILITIES - EXTENSION		322.66
01-01321	LISA BARGER	I-202608267768	101-5-611-42520	4H - EXTENSION		59.80
01-02001	CITY OF YANKTON	I-202608277780	101-5-611-42800	UTILITIES - EXTENSION		85.52
01-03201	ANDREW ADAM	I-202608267760	101-5-611-42520	4H - EXTENSION		253.50
01-04322	ELIJAH BERRY	I-202608267754	101-5-611-42520	4H - EXTENSION		50.00
01-04329	TAYLOR ARENS	I-202608267769	101-5-611-42520	4H - EXTENSION		108.60
01-04599	ADDISON HAASE	I-202608267758	101-5-611-42520	4H - EXTENSION		132.00
01-04600	MACKENZIE STEINBRECHER	I-202608267757	101-5-611-42520	4H - EXTENSION		48.00
01-05512	BEAU SCHACHERER	I-202608267756	101-5-611-42520	4H - EXTENSION		242.10
01-05513	MORGAN NIELSON	I-202608267755	101-5-611-42520	4H - EXTENSION		107.00
01-05515	DAVID WEIDAUER	I-202608267770	101-5-611-42520	4H - EXTENSION		234.00
01-05517	JODIE FRICK	I-202608267767	101-5-611-42520	4H - EXTENSION		63.50
01-07134	CHERYL HAVERMANN	I-202608267759	101-5-611-42520	4H - EXTENSION		79.40
01-10258	GREAT AMERICA FINANCIAL	I-202608287816	101-5-611-42400	RENTALS - EXTENSION		328.23
01-10384	MARY KULISH	I-202608267753	101-5-611-42520	4H - EXTENSION		78.00
01-12371	MIDAMERICAN ENERGY	I-202608287855	101-5-611-42800	UTILITIES - EXTENSION		19.66
01-14005	OLSON'S PEST TECHNICIAN	I-202608287878	101-5-611-42500	MAINTENANCE - EXTENSION		75.00
01-24035	YANKTON COUNTY LEADERS	I-202608267730	101-5-611-42520	4H - EXTENSION		39.00
01-24035	YANKTON COUNTY LEADERS	I-202608287841	101-5-611-42520	4H - EXTENSION		10,000.00

DEPARTMENT 611 COUNTY EXTENSION

TOTAL: 12,372.37

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 615 WEED

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 21
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-21042	VERIZON	I-202608277788	101-5-615-42800	UTILITIES - WEED		10.02
DEPARTMENT 615 WEED						TOTAL: 10.02

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 101 GENERAL FUND
DEPARTMENT: 711 PLANNING & ZONING

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 22
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202608277795	101-5-711-42800	UTILITIES - ZONING		50.50
01-16017	QUALIFIED PRESORT SERVI	I-202608287862	101-5-711-42600	SUPPLIES - ZONING		32.90
01-24003	YANKTON DAILY P & D	I-202608277804	101-5-711-42300	PUBLISHING - ZONING		211.02
DEPARTMENT 711 PLANNING & ZONING TOTAL:						294.42
FUND 101 GENERAL FUND TOTAL:						143,837.99

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 201 ROAD & BRIDGE
DEPARTMENT: 311 HIGHWAY CONSTRUCTION & MA

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 23
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00514	C & B OPERATIONS, LLC	I-202608267713	201-5-311-42500	MAINTENANCE - HWY		241.86
01-01011	BOMGAARS	I-202608267714	201-5-311-42500	MAINTENANCE - HWY		19.98
01-01104	NATIONAL SIGN COMPANY,	I-202608267715	201-5-311-42600	SUPPLIES - HWY		3,328.99
01-01166	BUTLER MACHINERY CO.	I-202608267716	201-5-311-42500	MAINTENANCE - HWY		1,495.68
01-01200	CLARITY TELECOM, LLC	I-202608277800	201-5-311-42800	UTILITIES - HWY		160.54
01-02001	CITY OF YANKTON	I-202608267717	201-5-311-42800	UTILITIES - HWY		96.93
01-02152	CENTURYLINK	I-202608267718	201-5-311-42800	UTILITIES - HWY		78.30
01-02273	IMEG CORP.	I-202608267719	201-5-311-42200	PROF SERVICES - HWY		625.00
01-02273	IMEG CORP.	I-202608267720	201-5-311-42900	ANNUAL PROJECTS - HWY		21,800.00
01-03820	AMAZON CAPITAL SERVICES	I-202608267721	201-5-311-42600	SUPPLIES - HWY		48.40
01-04289	SUBSURFACE, INC.	I-202608267726	201-5-311-42900	ANNUAL PROJECTS - HWY		34,195.00
01-05076	FISCHER GRAVEL	I-202608267722	201-5-311-43900	SECONDARY ROADS - HWY		38,280.82
01-07070	HOLLOWAY CONSTRUCTION C	I-202608267723	201-5-311-42903	BRIDGES - HWY		79,326.00
01-07761	JIM HAWK TRUCK TRAILERS	I-202608267724	201-5-311-42600	SUPPLIES - HWY		1,408.45
01-14005	OLSON'S PEST TECHNICIAN	I-202608267725	201-5-311-42500	MAINTENANCE - HWY		100.00
01-18242	SD DEPARTMENT OF TRANSP	I-202608267727	201-5-311-42903	BRIDGES - HWY		58,296.25
01-19049	TITAN MACHINERY	I-202608267728	201-5-311-42500	MAINTENANCE - HWY		85.64
01-21042	VERIZON	I-202608277787	201-5-311-42800	UTILITIES - HWY		10.02
01-24075	YANKTON FIRE & SAFETY C	I-202608267729	201-5-311-42500	MAINTENANCE - HWY		1,041.50

DEPARTMENT 311 HIGHWAY CONSTRUCTION & TOTAL: 240,639.36

FUND 201 ROAD & BRIDGE TOTAL: 240,639.36

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 207 EMERGENCY 911 FUND
DEPARTMENT: 225 LOCAL EMERGENCY PLANNING

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 24
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02692	CENTURYLINK	I-202608287852	207-5-225-42800	UTILITIES - E911		182.60
DEPARTMENT 225 LOCAL EMERGENCY PLANNI TOTAL:						182.60
FUND 207 EMERGENCY 911 FUND TOTAL:						182.60

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 226 EMERGENCY MANAGEMENT
DEPARTMENT: 222 EMERGENCY MANAGEMENT

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 25
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-04826	T-MOBILE	I-202608277790	226-5-222-42800	UTILITIES - OEM		197.60
01-10258	GREAT AMERICA FINANCIAL	I-202608287815	226-5-222-42400	RENTALS - OEM		194.57
01-12371	MIDAMERICAN ENERGY	I-202608287857	226-5-222-42800	UTILITIES - OEM		10.49
01-15014	PLANNING & DEVELOPMENT	I-202608267765	226-5-222-42630	HAZMAT GRANT - OEM		7,500.00
01-21042	VERIZON	I-202608277786	226-5-222-42800	UTILITIES - EDS		381.12
DEPARTMENT 222 EMERGENCY MANAGEMENT TOTAL:						8,283.78
FUND 226 EMERGENCY MANAGEMENT TOTAL:						8,283.78

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 233 COUNTY BUILDING
DEPARTMENT: 920 GOVERNMENT BUILDINGS

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 26
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-05504	NATURESCAPING DESIGNS L	I-202608267746	233-5-920-00000	PROF SERVICES - CO BUILDINGS		2,856.00
01-05509	ROB'S SPRINKLERS	I-202608287823	233-5-920-00000	MAINTENANCE - CO BUILDINGS		168.95
DEPARTMENT 920 GOVERNMENT BUILDINGS TOTAL:						3,024.95
FUND 233 COUNTY BUILDING TOTAL:						3,024.95

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 740 DRAINAGE DITCHES
DEPARTMENT: N/A NON-DEPARTMENTAL

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 27
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-14001	YANKTON COUNTY OBSERVER	I-202608277812	740-21004	PUBLISHING - CLAY DITCH		28.20
01-24003	YANKTON DAILY P & D	I-202608277805	740-21004	PUBLISHING - CLAY DITCH		68.60
DEPARTMENT 0000 NON-DEPARTMENTAL						TOTAL: 96.80
FUND 740 DRAINAGE DITCHES						TOTAL: 96.80

8/28/2026 3:00 PM
VENDOR SET: 01 Yankton County
PACKET: 02623 KASI'S CLAIMS 09-01-2026
FUND : 759 CLEARING FUND
DEPARTMENT: N/A NON-DEPARTMENTAL

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 28
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
		I-202608267738	759-4-34217	REUFND - CAM DAILY FEE		162.00
		I-202608267737	759-4-34217	REFUND - CAM DAILY FEE		18.00
		I-202608267736	759-4-34217	REFUND - CAM DAILY FEE		46.00
			DEPARTMENT 0000	NON-DEPARTMENTAL	TOTAL:	226.00
			FUND	759	CLEARING FUND	TOTAL: 226.00
					REPORT GRA TOTAL:	396,291.48

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 8/01/2026

PAY PERIOD ENDING: 8/31/2026

*** G R A N D T O T A L S ***

-----EARNINGS-----			---BENF/REIMB---		-----DEDUCTIONS-----				-----TAXES-----			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	0.00	339,597.22	VEH	51.00	010	PENSU	1328.00		FED W/H	508,223.72	38,839.50	
HOURL	6,996.75	179,582.29			011	ROTH	3783.33		FICA	545,161.29	33,799.98	33799.98
OVERT	664.25	24,192.25			020	AFLAC	465.00		MEDI	545,161.29	7,904.86	7904.86
VAC	826.00	9,516.75			030	COL	1384.63					
SICK	373.00	5,493.09			045	GARN	290.00					
CELL	0.00	950.00			086	CHLDS	393.00					
SCKPO	0.00	741.60			092	BELGR	396.00					
LONG	0.00	683.32			100	NRS	69.44					
VACPO	0.00	1,236.00			11	SDRS6	16530.82	16530.82				
HOL	24.00	501.72			117	GARNI	200.00					
FNRL	11.00	305.00			12	SDRS8	19009.31	19009.31				
					16	LIFE	767.85	468.36				
					410	FLEXA	2388.94					
					412	AFDEN	1567.43					
					420	LIFE	283.53					
					430	FLEXC	1000.64					
					440	VSP	651.89					
					450	DELTA	1999.72					
					451	RLDEN	339.76					
					460	A FAM	5365.52					
					464	HSA	3321.00					
					470	AVERA		67349.92				
					472	IBC	1054.05	10844.82				
					475	MASA	83.00					
					P7	SPOUS	84.27					
TOTALS:	8,895.00	562,799.24		51.00			62757.13	114203.23			80,544.34	41704.84

-----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
101-111	6,840.20	6,840.20	0.00	0.00	0.00	0.00	0.00	824.13	6,016.07
101-141	19,021.61	18,785.22	36.39	0.00	200.00	0.00	1,456.86	3,278.97	14,285.78
101-142	24,039.78	23,981.46	0.00	0.00	58.32	0.00	1,804.05	3,846.48	18,389.25
101-151	39,159.48	39,159.48	0.00	0.00	0.00	0.00	2,918.79	6,067.66	30,173.03
101-161	9,348.81	8,471.18	0.00	777.63	100.00	0.00	826.74	817.77	7,704.30
101-162	23,875.74	23,625.74	0.00	0.00	250.00	0.00	3,935.04	3,035.69	16,905.01
101-163	19,199.32	18,824.32	0.00	0.00	375.00	0.00	1,141.17	3,241.14	14,817.01
101-165	4,404.40	4,004.00	0.00	400.40	0.00	0.00	390.84	643.07	3,370.49
101-169	8,308.64	7,728.16	0.00	480.48	100.00	0.00	615.18	1,115.18	6,578.28
101-211	89,998.01	88,319.59	1,578.42	0.00	100.00	0.00	11,149.51	12,223.38	66,625.12

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 8/01/2026

PAY PERIOD ENDING: 8/31/2026

-----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
101-212	104,050.28	95,115.62	6,782.06	0.00	2,152.60	0.00	17,727.45	14,391.29	71,931.54
101-213	1,850.00	1,800.00	0.00	0.00	50.00	0.00	0.00	195.70	1,654.30
101-424	89,687.23	70,012.25	15,093.74	4,581.24	0.00	0.00	7,304.46	11,528.58	70,854.19
101-711	13,480.04	13,480.04	0.00	0.00	0.00	0.00	1,285.24	2,166.68	10,028.12
201-311	93,660.70	83,853.75	701.64	8,829.31	225.00	51.00	10,610.14	14,855.37	68,144.19
226-222	12,318.19	11,570.69	0.00	747.50	0.00	0.00	1,243.24	1,928.08	9,146.87
248-212	3,607.81	3,607.81	0.00	0.00	0.00	0.00	348.42	385.17	2,874.22
=====									
TOTALS	562,850.24	519,179.51	24,192.25	15,816.56	3,610.92	51.00	62,757.13	80,544.34	419,497.77
=====									

REGULAR INPUT: 136 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 136

ILLUSTRATION 18
AUDITOR'S MONTHLY SETTLEMENT WITH TREASURER
 YANKTON COUNTY
 June 30, 2026
 _____ DATE

CASH ON HAND IN TREASURER'S OFFICE:

SILVER AND PENNIES	\$0.01
ONES	\$14.00
FIVES	\$30.00
TENS	\$520.00
TWENTIES	\$1,200.00
FIFTIES	\$2,550.00
HUNDREDS	
CASH ITEMS	\$249.40
CHECKS (SEE ATTACHED TAPE)	\$99,882.17
OFFICE CHANGE	\$1,580.00
TOTAL CASH ON HAND	\$106,025.58

CHECKING ACCOUNT BALANCES:

FIRST DAKOTA NATIONAL BANK	\$5,169,489.64
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SAVINGS ACCOUNT BALANCES:

1ST DAKOTA NATIONAL BANK CR CARD	\$842,743.08
COR TRUST BANK GAYVILLE	\$675,458.70
COR TRUST BANK YANKTON	
FIRST NATIONAL BANK, YANKTON	\$633,725.91
FIRST INTERSTATE	\$529,660.79
WELLS FARGO BANKS	\$370,229.84

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	\$6,932.09
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GRAND TOTAL CASH AND BALANCES**\$10,084,882.01****GENERAL LEDGER CASH AND INVESTMENT BALANCES BY FUNDS:**

GENERAL FUND	\$6,230,174.61
SPECIAL FUND	\$1,905,781.41
FIDUCIARY FUNDS	\$1,948,925.99

GRAND TOTAL GENERAL LEDGER CASH AND INVESTMENTS**\$10,084,882.01**

Patty Hojem
 COUNTY AUDITOR SIGNATURE

Patty L. Vance
 COUNTY TREASURER SIGNATURE

 8/25/26
 DATE

 8-25-26
 DATE

POOLED CASH REPORT
AS OF: JUNE 30TH, 2026

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-10100		GENERAL CASH & DEPOSITS	6,741,199.74	(510,974.13)	6,230,225.61
201-10100		ROAD & BRIDGE CASH & DEPOSITS	303,319.15	25,132.92	328,452.07
207-10100		E911	100,081.13	29,392.82	129,473.95
210-10100		JAIL BLDG CASH & DEPOSITS	584,048.88	288.54	584,337.42
218-10100		OPIOID SETTLEMENT	50,651.14	1,524.30	52,175.44
219-10100		DIVERSION	216,919.37	(56.75)	216,862.62
226-10100		EMERGENCY MANAGEMENT	(67,008.40)	(14,422.69)	(81,431.09)
229-10100		DOMESTIC ABUSE	8,067.52	787.99	8,855.51
233-10100		COUNTY BUILDING	61,119.60	(5,554.40)	55,565.20
243-10100		HISTORICAL PRESERVATION	19,277.62	(18,029.32)	1,248.30
248-10100		24/7 FUND	100,512.53	6,347.65	106,860.18
250-10100		M & P R FUND	148,279.03	419.76	148,698.79
290-10100		AMERICAN RESCUE PLAN	0.00	0.00	0.00
295-10100		RURAL ACCESS INFRASTRUCTURE	258,958.02	114,388.05	373,346.07
402-10100		DEBT SERVICE-SAFETY CENTER	98,394.75	332.17	98,726.92
404-10100		DEBT SERVICE - NAPA JUNCTION	223,919.69	0.00	223,919.69
704-10100		COUNTY LAW LIBRARY	998.25	1,148.00	2,146.25
705-10100		TOWER FUND	13,358.41	0.00	13,358.41
721-10100		DISTRICT SCHOOLS	2,726,694.72	(2,295,968.23)	430,726.49
723-10100		CITIES & TOWNS	950,659.87	(914,088.54)	36,571.33
725-10100		TOWNSHIPS	75,674.51	(43,408.67)	32,265.84
735-10100		DELINQUENT TAXES	19,328.68	(630.00)	18,698.68
736-10100		MUNICIPALITIES	0.00	0.00	0.00
739-10100		SPECIAL ASSESSMENTS	0.00	0.00	0.00
740-10100		DRAINAGE DITCHES	355,832.16	209.17	356,041.33
742-10100		STATE MOTOR	509,176.80	83,855.16	593,031.96
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	6,022.74	435.65	6,458.39
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	28.30	0.00	28.30
768-10100		Statewide 24/7 Sobriety Prog	2,003.00	(22.00)	1,981.00
769-10100		M & PR Fund	511.00	0.00	511.00
770-10100		OTHER SPECIALS	213,275.99	(201,303.24)	11,972.75
771-10100		W 11TH IMPROVEMENT ZONE	<u>94,578.50</u>	<u>0.00</u>	<u>94,578.50</u>
TOTAL CLAIM ON CASH			13,825,077.80	(3,740,195.79)	10,084,882.01
			=====	=====	=====

CASH IN BANK - POOLED CASH

999-10050		TOTAL CASH ON HAND	83,059.74	22,965.84	106,025.58
999-10100		Pooled Cash Checking	9,221,893.74	(4,052,404.10)	5,169,489.64
999-10200		CHECKING CREDIT CARD	0.00	0.00	0.00
999-10300		SAVINGS ACCOUNT BALANCES	4,513,291.83	289,142.87	4,802,434.70
999-10400		CD'S ACCOUNT BALANCE	0.00	0.00	0.00
999-10500		BAD CHECKS	<u>6,832.49</u>	<u>99.60</u>	<u>6,932.09</u>
SUBTOTAL CASH IN BANK - POOLED CASH			13,825,077.80	(3,740,195.79)	10,084,882.01

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<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			13,825,077.80	(3,740,195.79)	10,084,882.01
			=====	=====	=====
<u>DUE TO OTHER FUNDS - POOLED CASH</u>					
999-20300		DUE TO OTHER FUNDS	<u>13,825,077.80</u>	<u>(3,740,195.79)</u>	<u>10,084,882.01</u>
		TOTAL DUE TO OTHER FUNDS	13,825,077.80	(3,740,195.79)	10,084,882.01
			=====	=====	=====

ILLUSTRATION 18
AUDITOR'S MONTHLY SETTLEMENT WITH TREASURER
 YANKTON COUNTY
 July 31, 2026

DATE

CASH ON HAND IN TREASURER'S OFFICE:

SILVER AND PENNIES	\$0.70
ONES	\$126.00
FIVES	\$580.00
TENS	\$1,500.00
TWENTIES	\$2,260.00
FIFTIES	\$2,750.00
HUNDREDS	\$200.00
CASH ITEMS	\$273.40
CHECKS (SEE ATTACHED TAPE)	\$48,139.47
OFFICE CHANGE	\$1,580.00
TOTAL CASH ON HAND	\$57,409.57

CHECKING ACCOUNT BALANCES:

FIRST DAKOTA NATIONAL BANK	\$5,076,463.94
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SAVINGS ACCOUNT BALANCES:

1ST DAKOTA NATIONAL BANK CR CARD	\$370,157.39
COR TRUST BANK GAYVILLE	\$675,736.29
COR TRUST BANK YANKTON	
FIRST NATIONAL BANK, YANKTON	\$634,398.70
FIRST INTERSTATE	\$530,533.79
WELLS FARGO BANKS	\$370,232.88

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	\$6,276.64
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GRAND TOTAL CASH AND BALANCES

\$9,471,825.58

GENERAL LEDGER CASH AND INVESTMENT BALANCES BY FUNDS:

GENERAL FUND	\$5,862,512.19
SPECIAL FUND	\$1,690,288.28
FIDUCIARY FUNDS	\$1,935,735.28

GRAND TOTAL GENERAL LEDGER CASH AND INVESTMENTS

\$9,488,535.75

Patly Hojem

COUNTY AUDITOR SIGNATURE

8/29/26

DATE

Patly L. Wanko

COUNTY TREASURER SIGNATURE

8-25-26

DATE

*\$16,710.17
 \$6 due to
 voided check*

POOLED CASH REPORT
AS OF: JULY 31ST, 2026

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-10100		GENERAL CASH & DEPOSITS	6,230,225.61	(367,713.42)	5,862,512.19
201-10100		ROAD & BRIDGE CASH & DEPOSITS	328,452.07	(147,373.80)	181,078.27
207-10100		E911	129,473.95	(62,547.48)	66,926.47
210-10100		JAIL BLDG CASH & DEPOSITS	584,337.42	2,060.48	586,397.90
218-10100		OPIOID SETTLEMENT	52,175.44	9,661.06	61,836.50
219-10100		DIVERSION	216,862.62	10,000.00	226,862.62
226-10100		EMERGENCY MANAGEMENT	(81,431.09)	(19,344.34)	(100,775.43)
229-10100		DOMESTIC ABUSE	8,855.51	721.23	9,576.74
233-10100		COUNTY BUILDING	55,565.20	(5,168.04)	50,397.16
243-10100		HISTORICAL PRESERVATION	1,248.30	55.23	1,303.53
248-10100		24/7 FUND	106,860.18	8,261.05	115,121.23
250-10100		M & P R FUND	148,698.79	1,385.34	150,084.13
290-10100		AMERICAN RESCUE PLAN	0.00	0.00	0.00
295-10100		RURAL ACCESS INFRASTRUCTURE	373,346.07	1,316.49	374,662.56
402-10100		DEBT SERVICE-SAFETY CENTER	98,726.92	374.84	99,101.76
404-10100		DEBT SERVICE - NAPA JUNCTION	223,919.69	227.47	224,147.16
704-10100		COUNTY LAW LIBRARY	2,146.25	(200.00)	1,946.25
705-10100		TOWER FUND	13,358.41	0.00	13,358.41
721-10100		DISTRICT SCHOOLS	430,726.49	(285,360.71)	145,365.78
723-10100		CITIES & TOWNS	36,571.33	15,271.31	51,842.64
725-10100		TOWNSHIPS	32,265.84	24,648.21	56,914.05
735-10100		DELINQUENT TAXES	18,698.68	970.00	19,668.68
736-10100		MUNICIPALITIES	0.00	0.00	0.00
739-10100		SPECIAL ASSESSMENTS	0.00	0.00	0.00
740-10100		DRAINAGE DITCHES	356,041.33	0.00	356,041.33
742-10100		STATE MOTOR	593,031.96	31,145.77	624,177.73
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	6,458.39	185,303.65	191,762.04
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	28.30	0.00	28.30
768-10100		Statewide 24/7 Sobriety Prog	1,981.00	300.00	2,281.00
769-10100		M & PR Fund	511.00	0.00	511.00
770-10100		OTHER SPECIALS	11,972.75	(683.10)	11,289.65
771-10100		W 11TH IMPROVEMENT ZONE	<u>94,578.50</u>	<u>342.50</u>	<u>94,921.00</u>
TOTAL CLAIM ON CASH			10,084,882.01	(596,346.26)	9,488,535.75
			=====	=====	=====

CASH IN BANK - POOLED CASH

999-10050		TOTAL CASH ON HAND	106,025.58	(48,616.01)	57,409.57
999-10100		Pooled Cash Checking	5,169,489.64	(76,315.53)	5,093,174.11
999-10200		CHECKING CREDIT CARD	0.00	0.00	0.00
999-10300		SAVINGS ACCOUNT BALANCES	4,802,434.70	(470,759.27)	4,331,675.43
999-10400		CD'S ACCOUNT BALANCE	0.00	0.00	0.00
999-10500		BAD CHECKS	<u>6,932.09</u>	<u>(655.45)</u>	<u>6,276.64</u>
SUBTOTAL CASH IN BANK - POOLED CASH			10,084,882.01	(596,346.26)	9,488,535.75

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<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			10,084,882.01	(596,346.26)	9,488,535.75
			=====	=====	=====
<u>DUE TO OTHER FUNDS - POOLED CASH</u>					
999-20300		DUE TO OTHER FUNDS	<u>10,084,882.01</u>	<u>(596,346.26)</u>	<u>9,488,535.75</u>
		TOTAL DUE TO OTHER FUNDS	10,084,882.01	(596,346.26)	9,488,535.75
			=====	=====	=====

YANKTON COUNTY
Mental Illness Hearings
Income by Customer Summary
APRIL, 2026

Aurora County	165.95
Brown County	516.15
Charles Mix County	165.95
Clay County	497.85
Davison County	153.75
Faulk County	117.15
Hand County	178.15
Hughes County	436.85
Lincoln County	165.95
McPherson County	153.75
Meade County	165.95
Minnehaha County	756.55
Pennington County	165.95
Roberts County	153.75
SDHSC	319.70
Spink County	165.95
Tripp County	153.75
TOTAL	<u>4,433.10</u>

YANKTON COUNTY

Mental Illness Hearings

Income by Customer Summary

MAY, 2026

Beadle County	331.90
Brookings County	153.75
Brown County	350.20
Charles Mix County	461.25
Codington County	190.35
Custer County	141.55
Davison County	485.65
Edmunds County	153.75
Hughes County	153.75
Hutchinson County	178.15
Lake County	153.75
Lincoln County	153.75
Meade County	153.75
Minnehaha County	627.20
Moody County	178.15
Pennington County	627.20
Roberts County	153.75
Todd County	153.75
Tripp County	117.15
TOTAL	<u>4,918.75</u>

YANKTON COUNTY
Mental Illness Hearings

Income by Customer Summary
JUNE, 2026

Bon Homme County	153.75
Brookings County	449.05
Brown County	331.90
Clay County	388.05
Codington County	319.70
Davison County	270.90
Hughes County	153.75
Lawrence County	153.75
Lincoln County	141.55
Minnehaha County	1,064.05
Moody County	165.95
Pennington County	627.20
SDHSC	<u>202.55</u>
TOTAL	<u>4,422.15</u>

**Yankton County Sheriff's Office
Surplus Property Notice**

Date: August 11, 2026

To Whom It May Concern:

This letter serves as documentation that the Yankton County Sheriff's Office will be surplusizing the following department property:

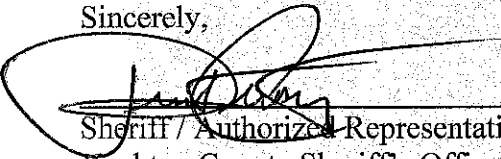
- **Twelve (12) rifle magazines** — \$1.00 each
- **Two (2) rifle scope** — \$1.00

The total purchase price for the twelve(12) rifle magazines and two (2) scopes is **\$14.00**.

The above-listed items are being surplusized as department property. The items are sold **as-is**, with no warranty or guarantee expressed or implied.

This letter is intended to document the disposition and sale of the listed surplus property.

Sincerely,



Sheriff / Authorized Representative
Yankton County Sheriff's Office

Date: _____

Purchaser: _____

Signature: _____

Date: _____