Agenda	Yankton County Commission 6:00 PM, Tuesday, September 19, 2023 Commission Chamber Yankton County Government Center  DOCUMENTS WILL BE AVAILABLE AT AUDITOR'S OFFICE FOR REVIEW BEGINNING September 15th. COPIES AVAILABLE FOR \$1.00 PER PAGE
Meeting chaired by:	Don Kettering, Chairman
by.	6:00 PM PLEDGE OF ALLEGIANCE
01 Call to order:	Wanda Howey-Fox Ryan Heine John Marquardt
02 Roll Call:	Dan Klimisch Don Kettering

#### **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	Chairman Kettering
04		Approval of Agenda	
	6:03 PM	Public comment is a time for persons to address this body on any subject. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Each person has up to three minutes to speak. There shall be no personal attacks against the members of this body, county staff, individual, or organizations. The Chair has the authority to enforce this policy. Failure to adhere to these rules may result in forfeiture of the remaining speaking time.	Public Comment
05	6:05 PM	Petition for Rural Fire District	Commission
06	6:10 PM	Hearing – Approval 2024 Budget	Commission
07	6:15 PM	Mike Welsh	Mike Welsh

08	6:20 PM	Speed Limit Resolution – 294th Street	Mike Sedlacek
		Speed Limit Resolution – NW Jim River Road	
09	6:25 PM	Knox Box Resolution – Vehicle Removal from Jim River	Paul Scherschligt
10	6:30 PM	Daugherty Rezone – 2nd Reading	Gary Vetter
11	6:35 PM	Ferris Rezone – 2nd Reading	Gary Vetter
12	6:40 PM	Cwach Plat	Gary Vetter
13	6:45 PM	Adding Stop signs W 11 <sup>th</sup> St.	Keith Mielke
14	6:50 PM	Request Full Time EMT	Troy Cowman
15	6:55 PM	September 5, 2023 Minutes	Commission
16	7:00 PM	Claims	Auditor
		Auditor/Treasurer Report, Pooled Cash Report	
		Unanticipated Revenue – Sheriff	
		WIC – Sub-Recipient Agreement	
17	7:05 PM	Public Comment	
18	7:10 PM	Commissioner Updates	Commission
19	7:15 PM	Executive Session/Poor Relief Issues Pursuant to SDCL 1-25-2 & 28-13 and 28-13-1.3	State Attorney
		Personnel Issue Pursuant to SDCL 1-25-2(1)	
		and Litigation Pursuant to SDCL 1-25-2(3)	
		Items for Next Meeting	



The government survey description of the area to be included in Yankton County, SD: Walshtown Township T95N, R55W, S25,36; Marindahl Township T95N R54W S25-36; Mission Hill North Township T94N R55W S12; Volin Township T94N R54W S1-17, NE ¼, N ½ NW1/4, N1/2 SE1/4 S18, S21-28. The area in square miles to be included in the district is approximately 40.44 square miles.



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3. Failure to provide an information requested may invalidate the signature.					
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Melissa Over	10 57073 10 57073	COUNTY OF REGISTRATION
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14 Sollerg	30431 448th Ave	7, 13, 2023
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INSTRUCTIONS TO CIRCULATOR	: This section <b>must</b> be completed following of	circulation and before filing.
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Print name of the circulator	Residence Address	City State
I, under oath, state that I circulated the ab	nove netition that each signer personally	signed this netition in my
presence, and that either the signer or I add	ded the printed name, the residence addre	ss of the signer, the date of
signing, and the county of voter registration	1.	
	Dan	Kusta
	Signature of Circulator	r
Sworn to before me this $2$ day of $2$ (Seal)	ly, and	1100
(Scar)	Signature of Officer A	dministering Oath
My Commission Expires 22-03-202	Nontra 1	
Form Revised 2004 - 5:02:08:39	Title of Officer Admi	nistering Oath
		<u>-</u>
LISA TR	IIPP	
Notary P SEAI	ublic	
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Yarre Doly	3 0431 445 AVC	7-11-23			
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PRINT Beth A. Hanson	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER	DATE OF SIGNING			
Jynn Hans	30484 445AV	17-11-33			
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SIGN Frank Presto	30174 448+1 AVE	7/11/23			
PRINT FRANKJ. AIELLO	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER	COUNTY OF REGISTRATION  DATE OF SIGNING			
6 Ludy (liello	30174 448th Ave	7-11-23 COUNTY OF REGISTRATION			
SIGN Judy Aiello	CITY OR TOWN  VOLIN  STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER	Lankton DATE OF SIGNING			
7 Delow Code	CITY OR TOWN CONTRACT	7-11-23 COUNTY OF REGISTRATION			
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Print name of the circulator	Residence Address	s Čity	State
I, under oath, state that I circulated to presence, and that either the signer or signing, and the county of voter regist Sworn to before me this  day of (Seal)	I added the printed name, the irration.  Signature, 2023		e signer, the date of

My Commission Expires 12-03-2029 Form Revised 2004 - 5:02:08:39

> LISA TRIPP Notary Public SEAL

Title of Officer Administering Oath

South Dakota

The government survey description of the area to be included in Yankton County, SD: Walshtown Township T95N, R55W, S25,36; Marindahl Township T95N R54W S25- 36; Mission Hill North Township T94N R55W S12; Volin Township T94N R54W S1-17, NE 1/4, N 1/2 NW1/4, N1/2 SE1/4 S18, S21-28. The area in square miles to be included in the district is approximately 40.44 square miles.

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MAME	RESIDENCE	DATE/COUNTY
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SIGN Jam Rolls	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER  207 Brokdway ave	7/19/23
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PRINT	30157e 946 Ave CITY OR FOWN SD 57072	COUNTY OF REGISTRATION
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	ON BY PERSON (						
INSTRUCTI	ONS TO CIRCU	LATOR: This	s section must	t be comple	eted following ci	irculation and be	efore filing.
Dean 6	e circulator	30233	447.46	Ave	Vola	5.D.	,
Print name of the	e circulator		Residence	Address		City	State
I, under oath, st	ate that I circulate at either the signer	ed the above 1	petition, that	each sign	ner personally		

signing, and the county of voter registration.

Sworn to before me this 26 day of July (Seal)

Signature of Circulator

Signature of Officer Administering Oath

My Commission Expires <u>02.03</u>-2029

Form Revised 2004 - 5:02:08:39

Title of Officer Administering Oath

LISA TRIPP Notary Public SEAL South Dakota

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5. Failure to provide all information req	RESIDENCE	DATE/COUNTY
NAME	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER	DATE OF SIGNING
Angela Jorgensen	44925 304th St.	July 14, 2023 COUNTY OF REGISTRATION
PRINT ancala Terrepular	1/Alin (1) 51010	Yankton DATE OF SIGNING
Jussie Schnier	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER  30930 49919 AUE	7-14-23
PRINT A	CITY OR TOWN SD 57072	COUNTY OF REGISTRATION Vankton DATE OF SIGNING
Mary Rta	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER  45.92 Bluff Reli	7-14-23 COUNTY OF REGISTRATION
PRINT Haria ReKavanamich	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER	DATE OF SIGNING
SIGN Does Horavery	45192 Bluff Rd.	7-14-23 COUNTY OF REGISTRATION
PRINT Bankalanaugh	STORTOWN STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER	DATE OF SIGNING
SIGN Jon Gynderson O	30744 448+ Ave	7-16-23 COUNTY OF REGISTRATION
FRINT Jon Gunderson	STREET AND NUMBER OF RURAL ROUTE AND BOX NUMBER	Vankton Date of Signing
SIGN DEDONG	30363 44874 Ave	COUNTY OF REGISTRATION U
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PRINT Tamasa DeJong	CITY OR TOWN VOI	Yan Kton
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SIGN Uma AterSon	30355 449th Alle POSOXIO	SST 11623
PRINT /elma Jarson	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER	DATE OF SIGNING
SIGN B. Frank	30245 4454	7-16-23 COUNTY OF REGISTRATION
PRINT Brian Hacil	CITY OR TOWN SD	7 an Kton
SIGN() HOLLOCK	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER  3 0 246 44946 Ave	7-16-23
10 MA TALL	CITY OR TOWN FILED IN THE OFFICE OF	COUNTY OF REGISTRATION
CIVIL HOUSE	YANKTON COUNTY AU	

NAME	RESIDENCE	DATE/COUNTY
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		COUNTY OF REGISTRATION

VERIFICATION BY PERSON CIRCULATING PETITION
INSTRUCTIONS TO CIRCULATOR: This section must be completed following circulation and before filing.

Print name of the circulator

Residence Address

City

State

I, under oath, state that I circulated the above petition, that each signer personally signed this petition in my presence, and that either the signer or I added the printed name, the residence address of the signer, the date of signing, and the county of voter registration.

Sworn to before me this 26 day of July 2023 Signature of Circulator

11

My Commission Expires 02-03-2029
Form Revised 2004 - 5:02:08:39

LISA TRIPP Notary Public SEAL South Dakota Title of Officer Administering Oath

Signature of Officer Administering Oath

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JUL 26 2023

NAME	RESIDENCE	DATE/COUNTY
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PRINT	CITY OR TOWN	COUNTY OF REGISTRATION

VERIFICATION BY PERSON CIRCULATING PETITION
INSTRUCTIONS TO CIRCULATOR: This section must be completed following circulation and before filing.

Jamien Logan	P.O. Box 195 200 Garffeld ADE	Uslin	50
Print name of the circulator	Residence Address	City	State

I, under oath, state that I circulated the above petition, that each signer personally signed this petition in my presence, and that either the signer or I added the printed name, the residence address of the signer, the date of signing, and the county of voter registration.

Sworn to before me this 26 day of Signature of Circulator
(Seal)

Signature of Circulator
Signature of Officer Administering Oath

My Commission Expires <u>Da. 03</u>-2029

Form Revised 2004 - 5:02:08:39

Title of Officer Administering Oath

LISA TRIPP Notary Public SEAL South Dakota

3

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JUL 2 6 2023

NAME	RESIDENCE	DATE/COUNTY		
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20	CITY OR TOWN	COUNTY OF REGISTRATION		

VERIFICATION BY PERSON CIRCULATING PETITION
INSTRUCTIONS TO CIRCULATOR: This section must be completed following circulation and before filing.

Janien Lyan	P.O. Box 195 200 Garfield the	UDI:N	54
Print name of the circulator	Residence Address	City	State

I, under oath, state that I circulated the above petition, that each signer personally signed this petition in my presence, and that either the signer or I added the printed name, the residence address of the signer, the date of signing, and the county of voter registration.

Sworn to before me this 24 day of July ,2003 Signature of Circulator

(Seal)

Signature of Circulator

Signature of Officer Administering Oath

My Commission Expires 62.03.2029

Form Revised 2004 - 5:02:08:39

Title of Officer Administering Oath

LISA TRIPP Notary Public SEAL South Dakota

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AVE DATE OF SIGNING 16-23 COUNTY OF REGISTRATION CITY OR TOWN ankton STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER -16-23 COUNTY OF REGISTRATION Vankton 101 447 -16 30125 COUNTY OF REGISTRATION CITY OR TOWN IN STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER DATE OF SIGNING 7-16-23 CITY OR TOWN COUNTY OF REGISTRATION PRINT antiton 7/16/23 30156 CITY OR TOWN COUNTY OF REGISTRATION PRIN yankton DATE OF SIGNING STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER 30288 450 Th 7/16/23 CITY OR TOWN COUNTY OF REGISTRATION Yarktor DATE OF SIGNING volin 302 nest 44578 7-16-2023 COUNTY OF REGISTRATION PRINT CITY OR TOWN morman DATE OF SIGNING STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER 0110 -16-23 170 CITY OR TOWN COUNTY OF REGISTRATION 10 3029 COUNTY OF REGISTRATION PRIMI 5 ank tor ROUTE AND BOX NUMBER HVe 16 COUNTY OF REGISTRATION an Kton

JUL 2 6 2023

YANKTON CO

**AUDITOR** 

NAME	RESIDENCE	DATE/COUNTY
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VERIFICATION BY PERSON CIRC	ULATING PETITION	
	<b>OR:</b> This section <b>must</b> be completed following	circulation and before filing
9	200 Gas Fold	Ave
Print name of the circulator	12.0. 130 X 145 200 Geoffeld Residence Address	Volin SD
Print name of the circulator	Residence Address	City State
I, under oath, state that I circulated the	above petition, that each signer personall	y signed this petition in r
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signing, and the county of voter registration.

8 Ignature of Circulator Sworn to before me this 26 day of 34 (Seal) Signature of Officer Administering Oath

My Commission Expires 02.03-2029

Form Revised 2004 - 5:02:08:39

Title of Officer-Administering Oath

LISA TRIPP Notary Public SEAL South Dakota



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JUL 2 6 2023

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$^{\prime}$	PRINT THIE Halley	19135ion Aill 50 57046	COUNTY OF REGISTRATION
	SIGN Land	30358 44874 Ave	DATE OF SIGNING 7-11-23
$\times$	13 PRINT	CITY OR TOWN	6 //
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	Pa. That TO 18 Jacabel	30330 447 AVR	7-11-2023
	Patrick TMeDonald	CITY OR TOWN	COUNTY OF REGISTRATION
	SIGN July Man Id	30330 447-H AVE	DATE OF SIGNING 7-11-2023
	PRINT VICE M Donald	CITY OR TOWN	COUNTY OF REGISTRATION
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	16 angela Strains	44686 303 St	7-11-2023
	PRINT Angela Stratman.	Volin, SD 57072	COUNTY OF REGISTRATION
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/	Koan Olson	44735 306th st	7-11-23
$\wedge$	PRINT ROSEIC PLSOIS	CITY OR TOWN 50 57072	COUNTY OF REGISTRATION  A I K C V  DATE OF SIGNING
/	SIGN J.S. O	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER	
X	19 Ala Olson	44735 306 Ha St	COUNTY OF REGISTRATION
	sign Lila Olson	STREET AND NUMBER OR RUNAL ROUTE AND BOX NUMBER	DATE OF SIGNING
	20 Cella Gamer	50441~ 441 Th Ave	7-11-23
	PRINT (VC) (A + ) ohng 1 n	CITY OR TOWN SD 57072	COUNTY OF REGISTRATION
	VERIFICATION BY PERSON CIRCUI	ATING PETITION	
	INSTRUCTIONS TO CIRCULATOR	: This section <b>must</b> be completed following of	eirculation and before filing.
	Jamier Logar	P.O. Box 195 2006 or feel Ave Residence Address	in SD
	Print name of the circulator	Residence Address	City State
	I, under oath, state that I circulated the ab	nove netition that each signer personally	cioned this netition in my
	presence, and that either the signer or I add		
	signing, and the county of voter registration	1.	· · · · · · · · · · · · · · · · · · ·
			and a property of the second s
	9 -	Signature of Circulator	r
	Sworn to before me this 26 day of 10 (Seal)	oly, I have	
	(Seal)	Signature of Officer A	dministering Oath
		2.8 21 2	
	1 2 2000	Nola.	*
	My Commission Expires $2 \cdot 3 \cdot 2029$	Title of Officer Admir	nistoning Oath
	Form Revised 2004 - 5:02:08:39	Title of Officer Admir	mstering Oath
	LISA TRIP	P	r. L
	Notary Pub SEAL	lic	
	South Dako	ota .	

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JUL 2 6 2023

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) PRINT	CITY OR TOWN	COUNTY OF REGISTRATION		

Peter Stoffers	300 Sharman	Ave	Volin	SD.
Print name of the circulator	Residence Adda	ress	City	State
Lunder oath state that I circulated t	the above netition that each	sioner ners	onally signed this	netition in m

I, under oath, state that I circulated the above petition, that each signer personally signed this petition in my presence, and that either the signer or I added the printed name, the residence address of the signer, the date of signing, and the county of voter registration.

Sworn to before me this day of July, 7073

Signature of Circulator

(Seal)

Signature of Officer Administering Oath

My Commission Expires 107m of Office Form Revised 2004 - 5:02:08:39

Title of Officer Administering Oath

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DATE OF SIGNING PRINT STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER Bluff 45166 7-16-23 PRINT COUNTY OF REGISTRATION CITY OR TOWN DATE OF SIGNING 7-16-23 PRIM COUNTY OF REGISTRATION STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER gan/Ston PRINT CITYOR TOWN COUNTY OF REGISTRATION SIGN 7-16-23 PRINT CITY OR TOWN COUNTY OF REGISTRATION STREET, AND NUMBER OF RURADROUT ~16~23 CITY OR TOWN COUNTY OF REGISTRATION Custons oh whter STREET AND NUMBER OR RURAL ROUTE -16-23 5104 COUNTY OF REGISTRATION padail Gustad anktor STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER DATE OF SIGNING 30346 -16-23 PRINT COUNTY OF REGISTRATION DATE OF SIGNING 30414 16-23 COUNTY OF REGISTRATION CITY OR TOWN

NAME	RESIDENCE	DATE/COUNTY
SIGN J.	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER	DATE OF SIGNING
PRINT KATHLEEN K. GORSETT	45064 30416 ST CITY OR TOWN VOC IN	COUNTY OF REGISTRATION
SIGN A CONTRACTOR	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER  44980 - 304th ST	DATE OF SIGNING  7 - 16.23
PRINT	CITY OR TOWN	COUNTY OF REGISTRATION
Steve Anderson	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER	Yankton DATE OF SIGNING
13 Thy (Hafis)	44898 304+4 51	7-16-23
PRINT GARY HOXENS	CITY OR TOWN	COUNTY OF REGISTRATION
SIGN	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER	DATE OF SIGNING
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I8 ————————————————————————————————————	CITY OR TOWN	COUNTY OF REGISTRATION
SIGN	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER	DATE OF SIGNING
19 PRINT	CITY OR TOWN	COUNTY OF REGISTRATION
SIGN	STREET AND NUMBER OR RURAL ROUTE AND BOX NUMBER	DATE OF SIGNING
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VERIFICATION BY PERSON CIRCULATOR INSTRUCTIONS TO CIRCULATOR Ofey Logan Print name of the circulator	LATING PETITION  2: This section must be completed following of the complete section must be completed for the complete section mu	circulation and before filing.  With SD City State
I, under oath, state that I circulated the all presence, and that either the signer or I adsigning, and the county of voter registration	n.	
Sworn to before me this 26 day of (Seal)	Signature of Circulato  Signature of Officer A	Hem
My Commission Expires    Som Revised 2004 - 5:02:08:39	IN THE OFFICE TITLE OF OFFICE Admi	Auditor inistering Oath

JUL 2 6 2023

			1000	verniner turius			10/61/2					
	General Fund	County Road and Bridge Fund	Emergency E911 Fund	Emergecy Management Fund	Domestic Abuse Fund	Government Buildings Fund	Historical Preservation Fund	24 <b>/7</b> Fund	M & PR Fund	Debt Service Safety Center Fund	Napa Junction Fund	Jail Junction Fund
100 General Government 110 Legislative	ic.											
	047 450											
111 Board of County Commissioners 112 Contingency	217,150 400,000				1000			10000			- 100	
120 Elections	101,475											-
130 Judicial System											*******	
140 Financial Administration	500,000		(80		t	-		363		. ———		
	005 000											
141 Auditor 142 Treasurer	285,638	5000									9	
	347,841				30000		-	·				-
143 Finance Office	105,200				- Anna				· · · · · · · · · · · · · · · · · · ·			* 20-
149 Other		341	-					-04				
150 Legal Services												
161 States Attorney	784,567	1100		-,	***************************************					-		
162 Public Defender								•				
153 Court Appointed Attorney		100			- 94.4							
154 Abused and Neglected												
Child Defense												-
159 CLERP	20,000											-
160 Other												
161 General Government Building	228,946					100,000						
162 Director of Equalization	603,100					<u> </u>						
163 Register of Deces	279,222								15,000			
164 Judgments												
165 Veterans' Service Officer	62,759											
166 Predatory Animal (GFP)	3,000										7.00	
167 Disability Coordinator		10000	Presi-									
168 Self Insurance Plan												700
169 Satety Center Bullding	400,683											
170 Geographic Information System					ASS	976						
171 Information Technology 172 Human Resources								A maga	-			-
TOTAL GENERAL GOVERNMENT	4,239.581	0	(	) 0		0 100,000	0	0	15,000	0		)

					-							
	General Fund	County Road and Bridge Fund	Emergency E911 Fund	Emergecy Management Fund	Domestic Abuse Fund	Government Buildings Fund	Historical Preservation Fund	24/7 Fund	M & PR Fund	Debt Service Safety Center Fund	Napa Junction Fund	Jail Junction Fund
200 Public Safety								(5)				
210 Law Enforcement												
211 Sheriff	1,792,717											40,000
212 County Jall	2,118,714	-	****			-		105,196				40,000
213 Coroner	47,400	T12032074111		-	- 1100	_		100,130			400	
214 County-Wide Law Enforcement	-				77. 42		10-11			1000-000	40	V - 2000 Wei
215 Juvenile Detention	369,845		· ***									-
219 Other Law Enforcement			-		422							-
220 Protective & Emergency Services			-			***************************************	-			7	V	
221 Fire Protection												
222 Emergency & Disaster Services			-	301,587	- Nan-					<del></del>		
223 Flood Control					-							-
225 Communications Center (911)			222,885	0		•						1.5
226 Yankton Search & Rescue	34,698			12 12 MARCHAEL		=				/-	-	
						1)	785			-		
TOTAL PUBLIC SAFETY	4,363,374	0	222,885	301,587		0 0	0	105,196	0	0	0	40,000
25												0.1111111111111111111111111111111111111
300 Public Works												
310 Highways & Bridges												
311 Hlghways, Roads, & Bridges		7,293,257								A.	<u> </u>	
320 Sanitation												
321 Sewers	· <del></del>	744		·		_						
322 Solld Wastes		115-			-							5.7
330 Transportation					***	4 22		201				
331 Airport	5,000											
332 Rallroad												
333 Other Transportation												2
340 Water System									le de			
390 Other Public Works				• =====================================		-				A CONTRACTOR OF THE CONTRACTOR		17
TOTAL PUBLIC WORKS	5,000	7,293,257		0		0 0			0	·		
	3,000	1,200,201				0	0	0		0	0	0

	min ali		- COTOTAINISHEATT ANAS									
	General Fun <b>a</b> l	County Road and Bridge Fund	Emergency E911 Fund	Emergecy Management Fund	Domestic Abuse Fund	Government Buildings Fund	Historical Preservation Fund	24/7 Fund	M & PR Fund	Debt Service Safety Center Fund	Napa Junction Fund	Jail Junction Fund
400 Health & Welfare						<del>2016</del>						n-
410 Economic Assistance				17								
411 Support of Poor	94,050											
412 Public Welfare	10,000									*		
413 LIEAP	10,000			-								
415 Contact	30,000		-			-					weams	
419 Catastrophic	2,000		1			-				- 1		
420 Health Assistance	2,000		-		100							N. S. C.
420 Fleatin Assistance 421 County Nurse	70.400											
421 County Nurse 422 Health Services	76,,168									0:		
	1900	<del></del>	0)		11							
423 Hospital		-	-									
424 Ambulance	1,432,267				200-							- 20
425 Board of Health			784			-		H-1100000000000000000000000000000000000				-
426 WIC	23,284		107	2	1-4							
429 Other											70C H-10H-1	
430 Social Services												
431 Day Care Centers	: <del>****</del>							81				
432 Child Support Enforcement												
433 Care of Aged			8-		200		7		2			250
434 Domestic Abuse					10,000						No.	2/
439 Other							7.0					
440 Mental Health Services								= ===	200000000000000000000000000000000000000		To 0.849700	
441 Mentally III	90,000									- 2		
442 Developmentally Disabled					ANALYSIS AND THE STATE OF THE S	Alexander and approximation to			111111	-	li <del>s</del>	
443 Drug Abuse			Terustica		0							
444 Mental Health Centers	112,124			2		7.0			h loogly		S. <del>9 - 1000000 - 1001</del>	
445 Mental liness Board	90,000								***	•	-	. ———
449 Other	82 1.1.75.05171		Best Control			7-1007-3-70		-		-	·	
						-				2/		

	General Fund	County Road and Bridge Fund	Emergency E911 Funal	Emergecy Management Fund	Domestic Abuse Fund	Government Buildings Fund	Historical Preservation Fund	24/7 Fund	M & PR Fund	Debt Service Safety Center Fund	Napa Junction Fund	Jail Junction Fund
500 Culture & Recreation												
510 Culture												
511 Public Library	20,000											
512 Historical Museum					5,500	-				-		
513 County Monuments			72 ==0-			-			-			100
514 Historical Sites	18,000						128,000				9.	-
515 Memorial Day Expense	- HEART 23						·					
516 Arts	NYA				-200	000			- Vacanta - III		* + +	
519 Other						- 13			·	9		-
520 Recreation			(3	- K-110				-				-
521 Recreation Program												
522 Parks			(See - 1889)					115001-	***************************************			
523 Exhibition Building O & M				2	3450			-	A CONTROL OF THE PARTY OF THE P			
524 County Fair					31.794100	-			- William Line		14.505	
525 Senior Citizens	34,800			- 1		23244.85.97						-
529 Other												
TOTAL CULTURAL & RECREATION	72,800	0		9 0		) o	12.8,000	0	0	0	0	
600 Conservation of Natural Resources												
610 Soil Conservation	· · · · ·		-		· · · · · · · · · · · · · · · · · · ·							
611 County Extension	187,050		::					1 111111111111			404	
612 Soll Conservation Districts	56,588					-						2017
613 Rodent Control		- 4			22005							
614 Predator Control Districts				·		_				7-10-		
615 Weed Control	124,137											
616 Grasshopper & Pest Control							1 SECONTRAL CO					
619 Other						_						
620 Water Conservation				-	7,440				1200			5
621 Geological Survey			î ê			_					- PMT	
622 Weather Modification					202							
623 Water Conservation Districts												
624 Drainage Commission 629 Other	500						-70	Systematical Control				
TOTAL CONSERVATION OF NATURAL RESC	368,275	0		0 0								
TO THE CONDESSATION OF NATURAL RESC	300,270			0		) 0	0	0	0	0	0	

o= }=	General Fund	County Road and Bridge Fund	Emergency E911 Fund	Emergecy Management Fund	Domestic Abuse Fund	Government Buildings Fund	Historical Preservation Fund	24/7 Fund	M & PR Fund	Debt Service Safety Center Fund	Napa Junction Fund	Jail Junction Fund
700 Urban & Economic Development 710 Urban Development 711 Planning & Zoning 712 Urban & Rural Development 719 Other	273,504	- Probato			0.11	**************************************				Milwell (10 mily make)		
720 Economic Development 721 Tourism, Ind. & Rec. Development 729 Other	50,000							10-1111-1111-1111-1111-1111-1111-1111-1111				
TOTAL URBAN & ECONOMIC DEVELOPMEN	323,504	0		0	D		0	0	0	0		0
750 INTERGOVERNMENTAL EXPENDITURES	3.11.2		58.46	· · · · · · · · · · · · · · · · · · ·	- PARK							
800 DEBT SERVICE			-4	4	100					620,000	510,000	
850 Payments to Local Education Agencies					9111		****					
890 Capital Outlay	-		11000	0=74-30.1		WEERINGER ST	I					
900 Other Uses 910 Other Financing Uses 911 Transfers Out 912 Payments to Refunded Debt Escrow	4,512,978		J. Francisco		,	Company and the company and th			proper del transcriptor del transcriptor	experience of a second	Name of the last o	-
913 Special Items 914 Extraordinary Items 915 Discount on Bonds Issued	*	(Ambrone)										
TOTAL OTHER USES	4,512,978	0		0	0	0	00_	0	0	0	0	0
TOTAL EXPENDITURE APPROPRIATIONS	15,845,405	7,293,267	222,885	301,587	10,000	100,000	128,000	105,196	15,000	620,000	510,000	40,000
Capital Outlay Accumulations (SDCL 7-21-51)	75,000		-	25,000	NATA					-		
TOTAL APPROPRIATIONS	15,920,405	7,293,257	222,885	326,587	10,000	100,000	128,000	105,196	15,000	620,000	510,000	40,000

#### Appendix D2: Means of Finance

#### PROVISIONAL BUDGET FOR YANKTON COUNTY, SD For the Year January 1, 2024 through December 31, 2024

#### Governmental Funds

	Coverimental funds											
	General Fune	County Road and Bridge Fund	Emergency E911 Fund	Emergecy Management Fund	Domestic Abuse Fund	Government Buildings Fund	Historical Preservation Fund	24/7 Fund	M & PR Fund	Debt Service Safety Center Fund	Napa Junction Fund	Jail Building Fund
Cash Balance Applied	6,659,801		385		4,100	(1,810)	(996)	24,696		(7,450)		40,000
311 Current Property Tex Levy  Less current uncollected	7,317,960	450,129				100,000	128,026			620,000	510,000	
Less 25% to Cities 311 TIF Properly Taxes	22,288		Asset Company								70.	
312/319 - Other Taxes	92,500	639,200	- x=0			610	920			8,450		
NET TOTAL TAXES	7,368,174	1,089,329		·		100,810	128,948		E.	626,450	510,000	- 29
320 Licenses & Permits	135,000	8,000			4,000							
330 Intergovernmental Revenue	469,000	2,288,000	220,000	84,150						271-271-271-271-271-271-271-271-271-271-	7100-7707	
340 Charges for Goods & Services	2,072,660	2,000			1,500			80,000	15,000	-		
350 Fines & Forfelts	25,000				300							
360 Miscellaneous Revenue	67,000	2,000	2,600	50	100	1,000	50	500		1,000		_
370 Other Financing Sources	10,000											
Transfers		4,270,691		242,387						\$		
TOTAL OTHER REVENUES	2,768,860	6,588,591	222,500	328,587	5,900	1,000	50	80,600	15,000	1,000	51 0, 000	
SUBTOTAL (Cesh + Taxes + Other Rev)	16,718,425	7,857,920	222,885	329,587	10,000	100,000	128,000	105,196	15,000	620,000	610,000	40,000
Less 5% (SDCL 7-21-18)	796,020	564,663							-			
NET MEANS OF FINANCE	16,920,406	7,293,267	222,885	326,687	10,000	100,000	128,000	105,196	15,000	820,000	510,000	40,000
TOTAL APPROPRIATIONS	15,020,405	7,293,257	222,886	328,587	10,000	100,000	128,000	105,198	15,000	620,000	510,000	40,000

#### ADOPTION OF PROVISIONAL BUDGET FOR YANKTON COUNTY, SOUTH DAKOTA

NOTICE IS HEREBY GIVEN: That the Board of County Commissioners of Yankton County, will meet in the Government Center at Yankton South Dakota on Tuesday, September 19, 2023 at 6:10 P.M. for the purpose of considering the foregoing Provisional Budget for the year 2024 and the various Items, schedules, amounts and appropriations set forth therein and as many days thereafter as is deemed necessary until the final adoption of the budget on or before the 1st day of October, 2023. At such time any Interested person may appear either in person or by a representative and will be given an opportunity for a full and complete discussion of all purposes, objectives, items, schedules, appropriations, estimates, amounts and matters set forth and contained in the Provisional Budget.

Patty Hojem, County Auditor Yankton, South Dakota



## COMMISSIONER MEETING AGENDA REQUEST 321 W 3<sup>rd</sup>, Suite 100, Yankton, SD 57078 E-Mail: <u>patty@co.yankton.sd.us</u>

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

Date Request Submitted 9/18/23
Request is for Commission Meeting Dated $9/19/20$
Name: MIKE WELSH
Address: 119 QUALOS PINES DX
Phone: 7/2 202 4488
E-Mail Address: MWEICH 136@ GNJAIL COM
Topic to be Addressed and Length of Presentation: FX EUTIVE GUMARY
Specific Purpose for the Request (Please Also Attach Support Documents):
Person(s) Making Presentation to the Board:
Audio/Visual Equipment Needed: YES POWEXTUIT
For Office Use:
Approved Denied Reason(s):
Signature:
Date:

Yankton County Commission Task Force Statement of Purpose

The Yankton County Commission has directed me to conduct a study of opportunities and challenges Yankton County faces now and in the foreseeable future. The result of this study will be to develop updated Vision and Mission Statements for County Government, along with actionable Goals and Objectives.

As opportunities and challenges become clear, Goals and Objectives that support the approved Vision and Mission Statements will be presented to the Commission for approval, and action plans will be created to achieve each Goal and Objective.

While Goals may take years to achieve, individual Objectives identified within each goal must be clearly defined, have a starting point and an ending point, and a desired outcome within a relatively short time.

My first step will be to interview the members of the Yankton County Commission and the Directors of each Department of County Government. After these interviews are complete, an interim report will be prepared and presented to the Commission.

Beginning now, and continuing after the interim report, I will also contact and interview other stakeholders in Yankton County. Each interview will follow a similar format, seeking to learn how Yankton County Government can better meet the needs of its citizens.

This study will consider issues that affect the entire county, as well as issues that are specific to individual areas within the county. The study's primary emphasis will be on ensuring that land within the county is used for its highest and best purpose, but when other issues arise, they will be addressed with the County Commission as well.

This study is intended to be forward-looking, with its primary focus on issues that may arise in the next five years. Ten and twenty-year issues will also be considered and documented, but with less specificity, given the fact that much can change over longer periods of time.

Nothing in this study is intended to duplicate the Yankton County Comprehensive Plan, or the Zoning Ordinance. However, the results of this study may inform those two official documents as they are revised in the future.

The Yankton County Zoning Ordinance has been updated on a regular basis when issues have arisen, but the Comprehensive Plan was created in 2003, and has not been revised since. After this study is fully under way, I will be happy to cooperate with the Yankton County Planning and Zoning Department, and the Planning Commission in updating its Comprehensive Plan.

General Interest Questions for each interview:

1. Within your area of responsibility, what are the top three challenges to quality of life you foresee affecting Yankton County in the next five years?

WX WIND FLOODING

a. ten years?

- b. twenty years?
- 2. Within your area of responsibility, what are the top three opportunities to enhance quality of life in Yankton County in the next five years?
  - a. ten years?
  - b. twenty years?
- 3. For each issue identified, who are the stakeholders?
  - a. Who controls the resources?
  - b. What do you think should be done about it?
- 4. Outside your area of responsibility, what are the top three challenges and opportunities you foresee affecting Yankton County in the next five years?
  - a. Who has responsibility and authority in these areas?
- 5. What have we not talked about that you think we should have discussed?
- 6. Thank you. Please feel free to contact me if you feel that I have misrepresented your views, or if there is further information you would like to provide.

Very Respectfully Submitted May 18, 2023

Mike Welsh 114 Quarry Pines Drive Yankton, SD 57078

mwelsh130@gmail.com 712-202-4488



Date:

# COMMISSIONER MEETING AGENDA REQUEST AUDIO 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 09/11/2023  Request is for Commission Meeting Dated 09/19/2023  Name: KEITH MIELKE
Address: 1003 JUNE LN YANKTON
Phone: 651-2448-0639
E-Mail Address: KCMieke 50 gmail. Com
Topic to be Addressed and Length of Presentation: ADDING 2 STOP
SIGNS OF CHILDREN OUT PLAY & W. 11th ST YANKTON
Specific Purpose for the Request (Please Also Attach Support Documents):
SUN TRAFFIC DINN - ROAD WAS CHIP WI
SEALED & PAMILIES ARE PIDING BILLS, WALVING LICK JUST NEEDS TO MAKE
DEOPLE MORE AWARE DE FOOT TRAFFIC &
BIXES + CHILDREN
Person(s) Making Presentation to the Board: VEITH & COVNIE MIELE
Audio/Visual Equipment Needed: \( \square\ \ \square\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
For Office Use:
Approved Denied Reason(s):
Signature:





805 Capitol Street Yankton, S.D. 57078 Phone: 605-668-9033 Fax: 605-668-0585



12 Sept 2023

Yankton County Commissioners

The Yankton County EMS Agency would like to pursue another full time EMT with hire date by end of the month. With gaps in coverage from part time staff as well as currently being 13% under budget within the personnel service line, the extra staff would be beneficial for coverage and would not be coming in over budget.

Troy Cowman will be representing YCEMS next week on the topic, as I will be unavailable.

If there are any questions/comments/concerns please feel free to reach out.

Thank you for your support and consideration

Eric Van Dusen Yankton County EMS Administrator Eric@co.yankton.sd.us Office: 605-464-9278

Mobile: 605-848-3219

#### **YANKTON COUNTY COMMISSION MEETING**

September 5, 2023

The regular meeting of the Yankton County Commission was called to order by Chairman Don Kettering at 6:00 p.m. on Tuesday, September 5, 2023.

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

There were conflicts noted for Commissioner Fox regarding claims and Commissioner Heine regarding malt beverage licenses. There were no conflicts cited by the rest of the Commissioners.

**Action 23290C**: A motion was made by Fox and seconded by Klimisch to approve the meeting agenda. All present voted aye; motion carried, 5-0.

There was one comment from Louis Johnson. Chairman Kettering closed public comment.

**Action 23291C**: A motion was made by Marquardt and seconded by Fox to approve a Temporary 1-Day Malt Beverage License for 6th Meridian, LLC, at Mead Cultural Education Center, Yankton SD. Marquardt, Fox, Klimisch and Ketteringvoted aye; Heine abstained. motion carried, 4-0.

There was no public comment on the liquor license request.

Brad Bies representing the City of Yankton appeared before the board to request the county transfer tax deed property that received no bids at the county tax sale. Mr. Bies said Yankton City has developed a plan with Habitat for Humanity of Clay and Yankton Counties to demolish the existing structure and replace with a new housing unit.

**Action 23292C**: A motion was made by Klimisch and seconded by Fox to transfer property at 1402 Ash Street, legally described as Lot 11 Blk 1 Haney's Addition, with the condition something is done with the property within three years. All present voted aye; motion carried, 5-0.

**Action 23293C**: A motion was made by Klimisch and seconded by Marquardt to approve the following resolution; All present voted aye; motion carried, 5-0.

## **Supporting Operation Green Light for Veterans RESOLUTION 23-6**

**WHEREAS**, the residents of Yankton County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

**WHEREAS**, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

**WHEREAS**, Yankton County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

**WHEREAS**, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

**WHEREAS**, approximately 200,000 service members transition to civilian communities annually; and

**WHEREAS,** an estimated 20 percent increase of service members will transition to civilian life in the near future; and

**WHEREAS**, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

**WHEREAS**, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

**WHEREAS**, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

**WHEREAS**, the Yankton County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore be it

**RESOLVED**, with designation as a Green Light for Veterans County, Yankton County hereby declares from October 30<sup>th</sup>, 2023 through Veterans Day, November 12<sup>th</sup> 2023 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

**RESOLVED**, that in observance of Operation Green Light, Yankton County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 6th through the 12th, 2023.

Dated this 5<sup>th</sup> day of September, 2023. Yankton County Chairman, Don Kettering /s/ ATTEST: Patty Hojem, Yankton County Auditor /s/

Emergency Management Director Paul Scherschligt appeared before the board to request a vehicle purchase, approval of Performance Grant Agreement and office overview.

**Action 23294C**: A motion was made by Klimisch and seconded by Marquardt to approve the Performance Grant Agreement. All present voted aye; motion carried, 5-0.

**Action 23295C**: A motion was made by Fox and seconded by Heine to approve the vehicle purchase. Fox, Heine, Klimisch and Kettering voted aye; Marquardt abstained. Motion carried, 4-0.

**Action 23296C**: A motion was made by Fox and seconded by Marquardt to approve the following Ordinance. All present voted aye; motion carried, 5-0.

### YANKTON COUNTY BOARD OF COUNTY COMMISSIONERS YANKTON COUNTY, SOUTH DAKOTA

## ORDINANCE IMPOSING AN INCREASE IN THE MAXIMUM DOLLARS TAXED PER VEHICLE PURSUANT TO THE WHEEL TAX

#### **ORDINANCE NO. 23-5**

**WHEREAS**, the Commissioners of Yankton County have the power to construct and repair bridges; to open, lay out, vacate, and change roads; and, to protect all property of Yankton County situated therein; and,

**WHEREAS**, South Dakota Codified Law (SDCL) 32-5A-1 ("Wheel Tax Statute") authorizes the Yankton County Commission to impose a wheel tax on all motor vehicles, as defined by SDCL 32-3-1, at a rate not to exceed five dollars per vehicle wheel with a maximum of sixty dollars per vehicle; and,

**WHEREAS**, SDCL 32-3-1 defines "motor vehicles" as automobiles, motor trucks, motorcycles, house trailers, trailers, and all vehicles propelled by power other than muscular power, except traction engines, road rollers, farm wagons, freight trailers, vehicles that run only on rails or tracks, and off-road vehicles as defined by SDCL 32-20-1; and,

**WHEREAS**, the proceeds from the tax created by the Wheel Tax Statute shall be retained by the County and deposited in the county road and bridge fund, and the revenue may be used only for highway and bridge maintenance and construction; and,

**WHEREAS**, Yankton County currently imposes a wheel tax on all motor vehicles as defined by SDCL 32-3-1, at a rate not to exceed five dollars per vehicle wheel with a maximum of four vehicle wheels; and,

**WHEREAS**, Yankton County has insufficient funds to properly maintain and construct highways and bridges situated therein.

**NOW THEREFORE, BE IT RESOLVED,** that the Yankton County Commission, in accordance with SDCL 32-5A-1, shall impose a wheel tax on all motor vehicles, as defined in SDCL 32-3-1, registered in the county at a rate of five dollars per vehicle wheel with a maximum of sixty dollars per vehicle commencing on January 1<sup>st</sup>, 2024; and,

**BE IT FURTHER RESOLVED**, that the proceeds of the wheel tax shall be deposited in a Yankton County road and bridge fund, to be used only for highway and bridge maintenance and construction; and,

**BE IT FURTHER RESOLVED**, that this Ordinance shall be published within ten days of today's date and shall be published at least twice in each legal newspaper designated by Yankton County, with no fewer than five days between dates.

DATED THIS 5<sup>th</sup> DAY OF September, 2023. Yankton County Chairman, Don Kettering /S/ ATTEST: Patty Hojem, Yankton County Auditor /s/

**Rezone**: There was a first reading on the request from Rick Daugherty to rezone a Rural Transitional District (RT) to Lakeside Commercial District (LC). The second reading of the rezone request will be at the next commission meeting on September 19, 2023.

**Rezone**: There was a first reading on the request from Alan Ferris to rezone a Rural Transitional District (RT) to Moderate Density Residential District (R2). The second reading of the rezone request will be at the next commission meeting on September 19, 2023.

**Action 23297C**: A motion was made by Fox and seconded by Klimisch to approve the July 18, 2023 Meeting minutes. All present voted aye; motion carried, 5-0.

**Action 23298C**: A motion was made by Marquardt and seconded by Heine to approve the August 15, 2023 Meeting minutes. All present voted aye; motion carried, 5-0.

**Action 23299C**: A motion was made by Fox and seconded Heine to approve claims: **Commissioners:** Wellmark Blue Cross Blue Shield (Group Insurance) \$870.00; Intuvio Solutions (Prof Services) \$199.80; Dan Klimisch (Travel) \$40.00; Yankton County Observer (Publishing) \$207.06; **Elections:** Qualified Presort Services (Supplies) \$60.47; Verizon (Rentals) \$280.07; **Court:** Youngberg Law, Prof LLC (Prof Services) \$2,650.00; Youngberg Law, Prof LLC (Prof Services) \$588,50; Fox Law Firm, PLLC (Prof Services) \$2,650,00; Fox Law Firm, PLLC (Prof Services) \$428.00; Juror (Fees) \$484.68; Horn Law Office LLC (Prof Services) \$13,250.00; Kennedy Pier Loftus & Reynolds, LLP (Prof Services) \$3,362.55; Kennedy Pier Loftus & Reynolds, LLP (Minor) \$400.30; Dean Schaefer (Prof Services) \$1,406.00; Auditor: Andersen Telecom, LLC (Prof Services) \$450.00; Arrowwood Resort at Cedar Shore (Travel) \$239.44; Patty Hojem (Travel) \$185.24; Qualified Presort Services (Supplies) \$157.55; Treasurer: LEAF (Rentals) \$121.07; Qualified Presort Services (Supplies) \$283.22; **Data Processing:** Andersen Telecom, LLC (Prof Services) \$694.40; States Attorney: Andersen Telecom, LLC (Prof Services) \$175.00; Deb Lillie (Diversion Expense) \$116.31; Tyler Larsen (Travel) \$623.27; Qualified Presort Services (Supplies) \$125.41; Verizon (Utilities) \$42.00; **Government Center:** Mozak's, Inc. (Maintenance) \$245.04; City of Yankton (Utilities) \$2,540.21; ECHO Group (Maintenance) \$104.38; JCL Solutions (Supplies) \$188.58; Menards (Supplies) \$277.81; Menards (Maintenance) \$65.53; Northwestern Energy (Utilities) \$3,233.29; Olson's Pest Technicians (Maintenance) \$84.00; OTIS Elevator Company (Maintenance) \$958.98; **Director of Equalization:** Andersen Telecom, LLC (Maintenance) \$1,750.00; Riverside Technologies, Inc. (Rentals) \$3,287.00; Michelle Goeken (Travel) \$171.24; Marshall & Swift (Maintenance) \$674.20; Oualified Presort Services (Supplies) \$79.07; **Register of Deeds:** Executive Management Finance (Supplies) \$46.50; Qualified Presort Services (Supplies) \$42.49; **Veterans Service Office:** Andersen

Telecom, LLC (Maintenance) \$50.00; Verizon (Utilities) \$42.00; Verizon (Rentals) \$40.01; **Safety Center Building:** City of Yankton (Utilities) \$879.58; Cole Papers, Inc. (Supplies) \$712.75; ECHO Group (Maintenance) \$86.20; Crescent Electric Supply Co. (Maintenance) \$128.13; Heiman, Inc. (Maintenance) \$206.50; Menards (Supplies) \$425.10; Menards (Maintenance) \$130.30; Northwestern Energy (Utilities) \$10,194.22; **Sheriff:** Andersen Telecom, LLC (Computer Services) \$1,075.00; Broadway Chrysler, Dodge, Jeep (Maintenance) \$98.62; Culligan (Supplies) \$65.94; Cardmember Services (Travel) \$554.59; Cardmember Services (Supplies) \$54.39; Cardmember Services (Ammunition) \$31.94; Cardmember Services (Uniforms) \$316.23; Cardmember Services (Law Enforcement Equipment) \$219.01; Cardmember Services (Maintenance) \$22.89; Doug Holland (Travel) \$92.00; GATR Technologies, Inc. (Law Enforcement Equipment) \$430.00; FedEx (Prof. Services) \$16.97; JJ Benji (Uniforms) \$98.00; Jacks Uniforms & Equipment (Uniforms) \$129.90; Qualified Presort Services (Maintenance Contract) \$178.81; SD Special Pay Plan (Salary) \$1,629.29; SD Special Pay Plan (Retirement) \$45.00; South Dakota Sheriff's Association (Travel) \$121.05; Two Way Solutions (Maintenance) \$1,252.99; County Jail: Avera Sacred Heart Hospital (Prof Services) \$9,460.33; Buhl's Cleaners (Maintenance) \$4.00; Cooks Correctional (Supplies) \$368.40; Jerry Sorbel (Prof Services) \$480.00; Cardmember Services (Supplies) \$84.72; Trinity Services Group (Food Service) \$15,010.85; EZ DUZ It Laundry (Uniforms) \$5.00; City of Yankton-Landfill (Maintenance) \$12.00; Avera Medical Group-Radiology (Prof Services) \$46.78; Laura Frey (Uniforms) \$74.53; Jack's Uniforms & Equipment (Uniforms) \$838.35; JCL Solutions (Supplies) \$830.36; Menards (Supplies) \$34.99; Olson's Pest Technicians (Maintenance) \$155.00; Strachan Sales, Inc. (Maintenance) \$287.00; Yankton Area Search and Rescue: Pechous Repair (Maintenance) \$1,611.57; ABRA-Sioux Falls North (Maintenance) \$398.37; Care of Poor: Qualified Presort Services (Supplies) \$96.59; **Public Health Nurse:** TIAA, FSB (Rentals) \$58.51; Qualified Presort Services (Supplies) \$54.51; **Ambulance:** Sacred Heart Health Services (Prof Services) \$1,500.00; Arrow Manufacturing (Maintenance) \$454.60; Andersen Telecom, LLC (Maintenance) \$125.00; ESO Solutions, Inc. (Supplies) \$5,764.50; City of Yankton (Utilities) \$171.39; Vendnovation, LLC (Maintenance) \$1,200.00; Quick Med Claims (Prof Services) \$4,244.67; Amazon Capital Services (Supplies) \$233.40; Valvoline Instant Oil Change (Maintenance) \$131.36; United Collision, Inc. (Maintenance) \$3,355.82; Eric Van Dusen (Travel) \$252.82; Henry Schein (Supplies) \$1,115.93; LEAF (Rentals) \$129.57; Menards (Supplies) \$342.22; MidAmerican Energy (Utilities) \$18.88; Northwestern Energy (Utilities) \$1,154.13; Olson's Pest Technicians (Maintenance) \$119.00; M.T. & R.C. Smith Insurance (Insurance) \$34.00; Verizon (Utilities) \$560.29; **Mental Health Centers:** Lewis & Clark Behavioral (Misc.) \$45,393.95; **Mental Illness Board:** Fox Law Firm, PLLC (Hearings) \$1,204.00; Val Larson (Hearings) \$102.00; Fox Law Firm, PLLC (Hearings) \$1,369.00; Kennedy Pier Loftus & Reynolds LLC (Hearings) \$342.40; Mark Katterhagen (Hearings) \$102.00; Lincoln County Treasurer (Hearings) \$3,239.68; Luci Lewno (Hearings) \$933.30; **County Extension:** Bomgaars (Other/4-H) \$83.89; Clarity Telecom, LLC (Utilities) \$404.35; City of Yankton (Utilities) \$79.69; Hy-Vee (Other/4-H) \$56.39; MidAmerican Energy (Utilities) \$9.83; National 4-H Council (Other/4-H) \$145.81; Olson's Pest Technicians (Maintenance) \$150.00; WNAX SAGA Communications (Other/4-H) 324.00; Yankton County Leaders

Association (Other/4-H) \$5,608.42; **Weed:** Verizon (Utilities) \$24.78; **Planning and Zoning:** Andersen Telecom, LLC (Prof Services) \$300.00; Riverside Technologies, Inc. (Supplies) \$1,779.00; Pheasantland Industries (E911 Signs) \$89.30; Verizon (Utilities) \$42.00; **Highway:** C & B Operations, LLC (Supplies) \$66.81; Bomgaars (Supplies) \$896.64; B-Y Electric (Utilities) \$74.35; Butler Machinery Co. (Maintenance) \$336.04; Presto-X (Maintenance) \$133.34; City of Yankton (Utilities) \$121.93; NAPA Auto Parts of Yankton (Supplies) \$535.72; Knife River-South Dakota (Supplies) \$26,313.42; Knife River-South Dakota (Annual Projects) \$139,452.44; CenturyLink (Utilities) \$61.49; Nelson Service, LLC (Supplies) \$549.00; Direct TV (Utilities) \$95.99; Ulteig (Annual Projects) \$18,633.45; Dakota Battery LLC (Supplies) \$139.90; Kimball Midwest (Supplies) \$40.44; Longs Propane, Inc. (Supplies) \$21.28; LEAF (Supplies) \$124.98; Menards (Supplies) \$56.88; Northwestern Energy (Utilities) \$817.17; SD Department of Transportation (Bridges) \$2,536.79; Verizon (Utilities) \$60.38; Vander Haag's, Inc. (Maintenance) \$325.00; One Office Solution (Supplies) \$50.12; Yankton Fire & Safety Center (Maintenance) \$1,047.50; **E911:** Clarity Telecom, LLC (Utilities) \$1,116.87; CenturyLink (Utilities) \$85.87; Midcontinent Communications (Utilities) \$95.39; Emergency Management: Andersen Telecom, LLC (Maintenance) \$100.00; Bomgaars (Supplies) \$37.99; NAPA Auto Parts of Yankton (Supplies) \$111.32; AT & T Mobility (Utilities) \$146.23; PD's Mobile RV Repair (Supplies) \$255.29; Great America Financial (Rentals) \$167.96; Midcontinent Communications (Utilities) \$172.84; Menards (Supplies) \$1,401.50; Midwest Card & ID Solutions (Supplies) \$287.42; MidAmerican Energy (Utilities) \$11.06; Verizon (Utilities) \$939.59; **County Buildings:** ECHO Group (Misc.) \$453.89; Flynn's Flowing Flags (Misc.) \$1,499.00; Mead Lumber (Misc.) \$232.64; Menards (Misc.) \$563.75; M & PR Fund: Andersen Telecom, LLC (Prof Services) \$225.10; Non-**Departmental:** Yankton Rural Fire Prot. District (Fire Refund) \$30,325.29; Lesterville Fire (Fire Refund) \$4,709.74; Gayville First Responders (Fire Refund) \$3,097.15; Irene Fire Department (Fire Refund) \$5,444.36; Menno Rural Fire (Fire Refund) \$1,672.83; Scotland Fire Department (Fire Refund) \$348.93; Tabor Fire Department (Fire Refund) \$1,488.85; Volin Fire Department (Fire Refund) \$2,474.19; Viborg Fire District (Fire Refund) \$569.39; Yankton City Fire Department (Fire Refund) \$65,748.10. General Fund \$175,876.86; Road & Bridge \$192,491.06; Emergency Management \$3,631.20. All present voted ave; motion carried, 5-0.

**Action 23300C**: A motion was made by Klimisch and seconded by Marquardt to approve the following claims: **Court:** Harmelink & Fox (Prof Services) \$116.56. Voting Aye: Klimisch, Heine, Kettering, and Marquardt. Fox abstained; motion carried, 4-0

Action 23301C: A motion was made by Klimisch and seconded by Fox to approve the August 2023 Gross Payroll: AUGUST, 2023 Gross Payroll: Commissioners: \$6,104.70; Court: \$0.00; Election: \$0.00; Auditor: \$16,990.45; Treasurer: \$20,388.04; States Attorney: \$34,134.99; Government Buildings: \$6,174.26; Director of Equalization: \$17,999.94; Register of Deeds: \$16,661.82; Veterans Service: \$3,899.42; Courthouse & Safety Center: \$11,907.80; Sheriff: \$65,300.57; County Jail: \$88,287.97; Coroner: \$2,150.00; Juvenile: \$0.00; Nurse: \$2,847.46; Ambulance: \$63,056.88; WIC: \$1,401.21; Extension: \$8,673.43; Soil Conservation: \$2,898.83; Weed: \$9,217.01; Planning &

**Zoning:** \$11,613.92; **Road & Bridge:** \$74,781.66; **OEM:** \$11,522.09; **24-7 Program:** \$1,722.08. First Dakota National Bank \$35,012.26 (Withholding), First Dakota National Bank \$57,111.86 (FICA) First Dakota National Bank \$13,356.68 (Medicare), South Dakota Retirement System \$32,576.36 (Other Employees), South Dakota Retirement System \$26,232.86 (Sheriff/Jail/EMS), South Dakota Retirement System (Spouse Opt) \$192.64, South Dakota Retirement System (Supplemental) \$3,967.00, American Family Life Assurance Company (AFLAC) \$4,531.63, Nationwide Retirement Solutions \$69.44, Boston Mutual Life Insurance \$290.69, Colonial Life & Accident \$773.27, Medica Health Insurance \$59,108.26, Optilegra \$275.00, Delta Dental \$2,187.38, VSP Vision \$568.34, HealthEquity \$3,190.83. Gross Payroll \$477,770.53, Net Payroll \$355,272.61. All present voted aye; motion carried.

**Action 23302C**: A motion was made by Fox and seconded by Heine to recess the regular session and convene as Board of Adjustment. All present voted aye; motion carried, 5-0.

**CUP Public Hearing**: This was the time and place for a public hearing for a Conditional Use Permit application from Milton White. Applicant requested a permit to build a single family dwelling in a Lakeside Commercial District (LC). Said property is legally described as Lot 1, Metz-Peterson Addition, N1/2, NE1/4 S15-T93N-R56W, hereinafter referred to as Utica South Township, County of Yankton, State of South Dakota.

Milton White spoke on the CUP request.

**Action 23303Z:** A motion was made by Klimisch and seconded by Heine to approve based on Findings of Fact from the August 8, 2023 Yankton County Planning Commission meeting on the condition the requested truck parking to be completed, pursuant to Article 19, Section 1907 of the Yankton County Zoning Ordinance. All present voted aye; motion carried, 5-0.

**Action 23304C**: A motion was made by Fox and seconded by Klimisch to recess the Board of Adjustment and reconvene in regular session. All present voted aye; motion carried, 5-0.

**Action 23305C**: A motion was made by Klimisch and seconded by Marquardt to authorize Chairman Kettering to sign the Triton Professional Service Agreement.

Commissioner Marquardt informed the board the county was awarded the federal grant for the replacement of the Stone Church Bridge. Highway Superintendent Mike Sedlacek said the earliest bid letting will be late summer or late fall of 2024. Sedlacek also said that on January 2024 the county can apply for a Big Grant to assist with the counties share.

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

**Commissioner updates**: State Convention September 12<sup>th</sup> & 13, 8-Co Meeting September 7<sup>th</sup>, county picnic and strategic planning.

**Action 23306C**: A motion was made by Fox and seconded by Heine to recess the regular session at 7:00 p.m. and convene in executive session to discuss personnel issues SDCL 1-25-2(1) All present voted aye; motion carried, 5-0.

**Action 23307C**: A motion was made by Fox and seconded by Heine to adjourn the executive session at 7:20 p.m., and reconvene in regular session. All present voted aye; motion carried, 5-0.

**Action 23308C**: A motion was made by Fox and seconded by Klimisch to adjourn. All present voted aye; motion carried, 5-0.

The next regular meeting will be Tuesday, September 19, 2023 at 6:00 p.m.

**Don Kettering**, Chairman Yankton County Commission

ATTEST: **Patty Hojem**, County Auditor

Yankton County

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023 FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSIONERS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
	=======================================	****************				
01-01068	BEST WESTERN PLUS RAMKO	I-202309150223	101-5-111-42700	TRAVEL - COMMISSION		303.00
01-01200	CLARITY TELECOM, LLC	I-202309140130	101-5-111-42800	UTILITIES - COMMISSION		50.50
01-01506	NFAA	I-202309140099	101-5-111-42600	SUPPLIES - COMMISSION		72.24
01-24003	YANKTON DAILY P & D	I-202309140141	101-5-111-42300	PUBLISHING - COMMISSION	1	,106.33

ITEMS PRINTED: PAID, UNPAID

TOTAL: 1,532.07 DEPARTMENT 111 COMMISSIONERS

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 120 ELECTIONS BANK: ALL

01-16017 QUALIFIED PRESORT SERVI I-202309150265 101-5-120-42600 SUPPLIES - ELECTION

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT			
========									
01-03703	KNOWINK LLC	I-202309150198	101-5-120-42400	RENTALS - ELECTION		11,045.35			

PAGE: 2

ITEMS PRINTED: PAID, UNPAID

61.04

DEPARTMENT 120 ELECTIONS TOTAL: 11,106.39

VENDOR SET: 01 Yankton County
PACKET: 02289 KASI'S CLAIMS - 9-19-2023
FUND : 101 GENERAL FUND

DEPARTMENT: 130 COURT

BANK: ALL

PAGE: 3

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
				*******************		
01-00269	AVERA SACRED HEART HOSP	I-202309150147	101-5-130-42210	LAB - COURT		500.00
01-00269	AVERA SACRED HEART HOSP	I-202309150178	101-5-130-42210	LAB - COURT		2,208.00
01-00269	AVERA SACRED HEART HOSP	I-202309150191	101-5-130-42210	LAB - COURT		990.00
01-01228	BLACKBURN & STEVENS PRO	I-202309150235	101-5-130-42200	PROF SERVICES - COURT		299.60
01-01228	BLACKBURN & STEVENS PRO	I-202309150236	101-5-130-42200	PROF SERVICES - COURT		53.50
01-01228	BLACKBURN & STEVENS PRO	I-202309150237	101-5-130-42200	PROF SERVICES - COURT		42.80
01-01228	BLACKBURN & STEVENS PRO	I-202309150238	101-5-130-42200	PROF SERVICES - COURT		53.50
01-02155	CERTIFIED LANGUAGES INT	I-202309150175	101-5-130-42200	PROF SERVICES - COURT		138.60
		I-202309150216	101-5-130-42210	JUROR FEES - COURT		57.14
		I-202309150217	101-5-130-42210	JUROR FEES - COURT		55.10
		I-202309150218	101-5-130-42210	JUROR FEES - COURT		55.10
		I-202309150219	101-5-130-42210	JUROR FEES - COURT		55.10
		I-202309150220	101-5-130-42210	JUROR FEES - COURT		53.06
		I-202309150221	101-5-130-42210	JUROR FEES - COURT		65.30
		I-202309150222	101-5-130-42210	JUROR FEES - COURT		52.04
01-04349	VERIZON WIRELESS SERVIC	I-202309140137	101-5-130-42500	MAINTENANCE - COURT		50.00
01-08036	CLOVIA DEE	I-202309150176	101-5-130-42200	PROF SERVICES - COURT		93.05
01-10061	KENNEDY PIER LOFTUS & R	I-202309150239	101-5-130-42200	PROF SERVICES - COURT		1,251.35
01-11080	LACROIX LAW OFFICE	I-202309150240	101-5-130-42220	NEGLECTED - COURT		589.99
01-11080	LACROIX LAW OFFICE	I-202309150241	101-5-130-42220	NEGLECTED - COURT		74.90
01-18170	DEPARTMENT OF HEALTH	I-202309150151	101-5-130-42210	LAB - COURT		30.00
01-18170	DEPARTMENT OF HEALTH	I-202309150152	101-5-130-42210	LAB - COURT		995.00
01-18801	DEAN SCHAEFER	I-202309140095	101-5-130-42200	PROF SERVICES - COURT		870.00
01-22259	THOMSON REUTERS - WEST	I-202309140119	101-5-130-42600	SUPPLIES - COURT		1,040.42
			DEPART	MENT 130 COURT	TOTAL:	9,673.55

9/15/2023 2:25 PM DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER PAGE: 4 ITEMS PRINTED: PAID, UNPAID

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 141 AUDITOR

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
						*******
01-01068	BEST WESTERN PLUS RAMKO	I-202309150227	101-5-141-42700	TRAVEL - AUDITOR		202.00
01-01200	CLARITY TELECOM, LLC	I-202309140131	101-5-141-42800	UTILITIES - AUDITOR		122.37
01-07281	PATTY HOJEM	I-202309140102	101-5-141-42700	TRAVEL - AUDITOR		102.62
01-11049	LEAF	I-202309150228	101-5-141-42400	RENTALS - AUDITOR		183.35
01-16017	QUALIFIED PRESORT SERVI	I-202309150258	101-5-141-42600	SUPPLIES - AUDITOR		295.55
01-18951	SECURITY SHREDDING SERV	I-202309150197	101-5-141-42500	MAINTENANCE - AUDITOR		87.50
01-22241	ONE OFFICE SOLUTION	I-202309150268	101-5-141-42500	MAINTENANCE - AUDITOR		94.58
01-22241	ONE OFFICE SOLUTION	I-202309150269	101-5-141-42600	SUPPLIES - AUDITOR		282.02
01-22259	THOMSON REUTERS - WEST	I-202309140121	101-5-141-42600	SUPPLIES - AUDITOR		172.11
01-24003	YANKTON DAILY P & D	I-202309140142	101-5-141-42900	OTHER - AUDITOR		527.00
			DEPARTMEN	NT 141 AUDITOR	TOTAL:	2,069.10

ITEMS PRINTED: PAID, UNPAID

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023 FUND : 101 GENERAL FUND

BANK: ALL DEPARTMENT: 142 TREASURER

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01068	BEST WESTERN PLUS RAMKO	I-202309150226	101-5-142-42700	TRAVEL - TREASURER		202.00
01-01200	CLARITY TELECOM, LLC	I-202309140133	101-5-142-42800	UTILITIES - TREASURER		197.65
01-16017	QUALIFIED PRESORT SERVI	I-202309150257	101-5-142-42600	SUPPLIES - TREASURER		229.00
01-18951	SECURITY SHREDDING SERV	I-202309150195	101-5-142-42500	MAINTENANCE - TREASURER		35.00
			DEPARTMEN	T 142 TREASURER	TOTAL:	663.65

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

VENDOR NAME

DEPARTMENT: 143 DATA PROCESSING BANK: ALL

ITEM # G/L ACCOUNT DESCRIPTION

45.28

ITEMS PRINTED: PAID, UNPAID

CHECK# AMOUNT

DEPARTMENT 143 DATA PROCESSING TOTAL: 764.10

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 151 STATES ATTORNEY BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01404	CENTURY BUSINESS PRODUC	I-202309150201	101-5-151-42400	RENTALS - STATES ATTY		200.97
01-01404	CENTURY BUSINESS PRODUC	I-202309150202	101-5-151-42500	MAINTENANCE - STATES ATTY		244.05
01-01489	DEBRA LILLIE	I-202309150179	101-5-151-42610	DIVERSION EXPENSE - STATES AT		326.48
01-01489	DEBRA LILLIE	I-202309150180	101-5-151-42600	SUPPLIES - STATES ATTY		39.28
01-02291	SATELLITE TRACKING OF P	I-202309140098	101-5-151-42610	DIVERSION EXPENSE - STATES AT		91.00
01-02483	CULLIGAN	I-202309140103	101-5-151-42600	SUPPLIES - STATES ATTY		44.97
01-16017	QUALIFIED PRESORT SERVI	I-202309150266	101-5-151-42600	SUPPLIES - STATES ATTY		50.19
01-18951	SECURITY SHREDDING SERV	I-202309150194	101-5-151-42500	MAINTENANCE - STATES ATTY		35.00
01-22259	THOMSON REUTERS - WEST	I-202309140120	101-5-151-42600	SUPPLIES - STATES ATTY		201.58
01-24003	YANKTON DAILY P & D	I-202309140139	101-5-151-42900	OTHER - STATES ATTY		181.64

ITEMS PRINTED: PAID, UNPAID

DEPARTMENT 151 STATES ATTORNEY TOTAL: 1,415.16

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023 FUND : 101 GENERAL FUND

DEPARTMENT: 161 GOVERNMENT CENTER BANK: ALL

NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
KOPETSKY'S ACE HARDWARE	I-202309150245	101-5-161-42600	SUPPLIES - GOVT CENTER		71.43
CLARITY TELECOM, LLC	I-202309140136	101-5-161-42800	UTILITIES - GOVT CENTER		25.25
TRUGREEN	I-202309150154	101-5-161-42500	MAINTENANCE - GOVT CENTER		118.75
FEJFAR PLUMBING & HEATI	I-202309150177	101-5-161-42500	MAINTENANCE - GOVT CENTER		234.89
JOHNSON CONTROLS, INC.	I-202309140096	101-5-161-42500	MAINTENANCE - GOVT CENTER		459.41
JCL SOLUTIONS	I-202309150243	101-5-161-42600	SUPPLIES - GOVT CENTER		423.01
MENARDS	I-202309150249	101-5-161-42600	SUPPLIES - GOVT CENTER		168.69
MENARDS	I-202309150250	101-5-161-42500	MAINTENANCE - GOVT CENTER		68.21
MIDAMERICAN ENERGY	I-202309150229	101-5-161-42800	UTILTIES - GOVT CENTER		415.93
OTIS ELEVATOR COMPANY	I-202309150156	101-5-161-42500	MAINTENANCE - GOVT CENTER		100.00
		DEPART	MENT 161 GOVERNMENT CENTER	TOTAL:	2,085.57
	KOPETSKY'S ACE HARDWARE CLARITY TELECOM, LLC TRUGREEN FEJFAR PLUMBING & HEATI JOHNSON CONTROLS, INC. JCL SOLUTIONS MENARDS MENARDS MIDAMERICAN ENERGY	KOPETSKY'S ACE HARDWARE CLARITY TELECOM, LLC       I-202309150245         CLARITY TELECOM, LLC       I-202309150154         TRUGREEN       I-202309150177         JOHNSON CONTROLS, INC.       I-202309140096         JCL SOLUTIONS       I-202309150243         MENARDS       I-202309150249         MENARDS       I-202309150250         MIDAMERICAN ENERGY       I-202309150229	KOPETSKY'S ACE HARDWARE I-202309150245       101-5-161-42600         CLARITY TELECOM, LLC I-202309140136       101-5-161-42800         TRUGREEN I-202309150154       101-5-161-42500         FEJFAR PLUMBING & HEATI I-202309150177       101-5-161-42500         JOHNSON CONTROLS, INC. I-202309140096       101-5-161-42500         JCL SOLUTIONS I-202309150243       101-5-161-42600         MENARDS I-202309150249       101-5-161-42600         MENARDS I-202309150250       101-5-161-42500         MIDAMERICAN ENERGY I-202309150229       101-5-161-42500         OTIS ELEVATOR COMPANY I-202309150156       101-5-161-42500	KOPETSKY'S ACE HARDWARE   I-202309150245   101-5-161-42600   SUPPLIES - GOVT CENTER	KOPETSKY'S ACE HARDWARE

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023 FUND : 101 GENERAL FUND

DEPARTMENT: 162 DIRECTOR OF EQUALIZATION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
*******						
01-01200	CLARITY TELECOM, LLC	I-202309140135	101-5-162-42800	UTILITIES - DOE		193.50
01-04139	RIVERSIDE TECHNOLOGIES,	I-202309140093	101-5-162-42400	RENTALS - DOE		497.00
01-05065	FIRST BANKCARD	I-202309150206	101-5-162-42600	SUPPLIES - DOE		585.47
01-09061	JJ BENJI	I-202309140091	101-5-162-42600	SUPPLIES - DOE		172.50
01-12418	MICROFILM IMAGING SYSTE	I-202309140117	101-5-162-42500	MAINTENANCE - DOE		120.00
01-16017	QUALIFIED PRESORT SERVI	I-202309150259	101-5-162-42600	SUPPLIES - DOE		46.96
01-18951	SECURITY SHREDDING SERV	I-202309150196	101-5-162-42500	MAINTENANCE - DOE		35.00
01-22241	ONE OFFICE SOLUTION	I-202309150274	101-5-162-42500	MAINTENANCE - DOE		145.89
01-22241	ONE OFFICE SOLUTION	I-202309150275	101-5-162-42600	SUPPLIES - DOE		491.88
			DEPART	MENT 162 DIRECTOR OF EQU	JALIZATI TOTAL:	2,288.20

9/15/2023 2:25 PM DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER PAGE: 10 ITEMS PRINTED: PAID, UNPAID

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 163 REGISTER OF DEEDS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
=======	=======================================					
01-01068	BEST WESTERN PLUS RAMKO	I-202309150225	101-5-163-42700	TRAVEL - ROD		101.00
01-01200	CLARITY TELECOM, LLC	I-202309140134	101-5-163-42800	UTILITIES - ROD		171.62
01-16017	QUALIFIED PRESORT SERVI	I-202309150260	101-5-163-42600	SUPPLIES - ROD		47.49
01-22241	ONE OFFICE SOLUTION	I-202309150272	101-5-163-42600	SUPPLIES - ROD		24.86
01-22241	ONE OFFICE SOLUTION	I-202309150273	101-5-163-42500	MAINTENANCE - ROD		57.01
			DEPARTMEN	NT 163 REGISTER OF DEEDS	TOTAL:	401.98

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 165 VETERANS SERVICE OFFICER

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01131	HANSON BRIGGS SPECIALTY	I-202309150200	101-5-165-42600	SUPPLIES - VSO		86.50
01-01200	CLARITY TELECOM, LLC	I-202309140129	101-5-165-42800	UTILITIES - VSO		25.25
01-04271	ROBERT STICKNEY	I-202309150150	101-5-165-42700	TRAVEL - VSO		343.58
01-11049	LEAF	I-202309140110	101-5-165-42400	RENTALS - VSO		59.15
01-16017	QUALIFIED PRESORT SERVI	I-202309150262	101-5-165-42600	SUPPLIES - VSO		17.52
01-22241	ONE OFFICE SOLUTION	I-202309150276	101-5-165-42500	MAINTENANCE - VSO		8.64
01-22241	ONE OFFICE SOLUTION	I-202309150277	101-5-165-42600	SUPPLIES - VSO		45.95
			DEPART	MENT 165 VETERANS SERVICE O	FFIC TOTAL:	586.59

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER 9/15/2023 2:25 PM

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023 FUND : 101 GENERAL FUND

BANK: ALL DEPARTMENT: 169 SAFETY CENTER BUILDING

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202309140122	101-5-169-42800	UTILITIES - SAF	ETY CENTER	840.39
01-02001	CITY OF YANKTON	I-202309140085	101-5-169-42800	DUMPSTER FEE - :	SAFETY CENTER	136.00
01-04092	TRUGREEN	I-202309150153	101-5-169-42500	MAINTENANCE - S	AFETY CENTER	93.87
01-12167	MENARDS	I-202309150251	101-5-169-42600	SUPPLIES - SAFE	TY CENTER	59.42
01-12167	MENARDS	I-202309150253	101-5-169-42600	SUPPLIES - SAFE	TY CENTER	36.28
01-12167	MENARDS	I-202309150254	101-5-169-42600	SUPPLIES - SAFE	TY CENTER	64.23
01-12167	MENARDS	I-202309150255	101-5-169-42500	MAINTENANCE - SA	AFETY CENTER	17.98
01-24003	YANKTON DAILY P & D	I-202309140143	101-5-169-42300	PUBLISHING - SA	FETY CENTER	226.80
			DEPART	MENT 169 SAFETY	CENTER BUILDING TOTAL:	1.474.97

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DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER 9/15/2023 2:25 PM PAGE: 13

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023 FUND : 101 GENERAL FUND

DEPARTMENT: 211 SHERIFF BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01026	BOLLER PRINTING CO.	I-202309150173	101-5-211-42600	SUPPLIES - SHERIFF		32.50
01-01522	TURNER COUNTY TREASURER	I-202309150165	101-5-211-42640	UNIFORM - SHERIFF		380.65
01-01522	TURNER COUNTY TREASURER	I-202309150166	101-5-211-42630	BALLISTIC VEST - SHERIFF		650.40
01-01522	TURNER COUNTY TREASURER	I-202309150167	101-5-211-42630	BALLISTIC VEST - SHERIFF		423.56
01-02001	CITY OF YANKTON	I-202309140086	101-5-211-42610	FUEL - SHERIFF		3,456.78
01-04296	GUARDIAN ALLIANCE TECHN	I-202309150174	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		740.00
01-16017	QUALIFIED PRESORT SERVI	I-202309150267	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		225.66
01-22241	ONE OFFICE SOLUTION	I-202309150270	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		63.57
01-24003	YANKTON DAILY P & D	I-202309140138	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		100.00
			DEPARTMEN	NT 211 SHERIFF	TOTAL:	6,073.12

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 212 COUNTY JAIL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00269	AVERA SACRED HEART HOSP	I-202309150187	101-5-212-42200	PROF SERVICES - JAIL		1,279.00
01-00402	AVERA MEDICAL GROUP	I-202309150192	101-5-212-42200	PROF SERVICES - JAIL		3,011.80
01-01383	SCOTT FAMILY DENTISTRY,	I-202309150169	101-5-212-42200	PROF SERVICES - JAIL		219.00
01-01383	SCOTT FAMILY DENTISTRY,	I-202309150170	101-5-212-42200	PROF SERVICES - JAIL		117.00
01-01383	SCOTT FAMILY DENTISTRY,	I-202309150171	101-5-212-42200	PROF SERVICES - JAIL		429.00
01-02483	CULLIGAN	I-202309140105	101-5-212-42210	FOOD SERVICES - JAIL		21.98
01-02483	CULLIGAN	I-202309140106	101-5-212-42210	FOOD SERVICES - JAIL		53.96
01-03678	TRINITY SERVICES GROUP	I-202309150158	101-5-212-42210	FOOD SERVICES - JAIL		5,068.34
01-03678	TRINITY SERVICES GROUP	I-202309150159	101-5-212-42210	FOOD SERVICES - JAIL		5,248.47
01-03678	TRINITY SERVICES GROUP	I-202309150160	101-5-212-42210	FOOD SERVICES - JAIL		5,087.92
01-04341	PHYSICIANS LABORATORY L	I-202309140100	101-5-212-42200	PROF SERVICES - JAIL		456.00
01-09196	JACKS UNIFORMS & EQUIPM	I-202309150161	101-5-212-42640	UNIFORMS - JAIL		64.95
01-09196	JACKS UNIFORMS & EQUIPM	I-202309150162	101-5-212-42640	UNIFORMS - JAIL		64.95
01-09196	JACKS UNIFORMS & EQUIPM	I-202309150163	101-5-212-42640	UNIFORMS - JAIL		82.95
01-09196	JACKS UNIFORMS & EQUIPM	I-202309150164	101-5-212-42640	UNIFORMS - JAIL		75.95
01-09287	JCL SOLUTIONS	I-202309150244	101-5-212-42600	SUPPLIES - JAIL		62.78
01-15051	PHARMCHEM INC.	I-202309150172	101-5-212-42600	SUPPLIES - JAIL		3,118.20
01-22241	ONE OFFICE SOLUTION	I-202309150271	101-5-212-42600	SUPPLIES - JAIL		137.98
			DEPART	MENT 212 COUNTY JAIL	TOTAL:	24,600.23

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VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 213 CORONER BANK: ALL

VENDOR NAME ITEM # G/L ACCOUNT DESCRIPTION CHECK# AMOUNT

PAGE: 15

ITEMS PRINTED: PAID, UNPAID

01-18295 SANFORD HEALTH I-202309150193 101-5-213-42200 PROF SERVICES - CORONER 516.00

DEPARTMENT 213 CORONER TOTAL: 516.00

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 226 YANKTON AREA SEARCH & RES BANK: ALL

VENDOR NAME ITEM # G/L ACCOUNT DESCRIPTION CHECK# AMOUNT

PAGE: 16
ITEMS PRINTED: PAID, UNPAID

DEPARTMENT 226 YANKTON AREA SEARCH & TOTAL: 943.72

DELIMINATE DE MARION MAIN DELIMINATE DE MARION MAIN DELIMINATE DE MARION MAIN DELIMINATE DE MARION MAIN DELIMINATE DELIMI

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 411 CARE OF POOR BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
		***********			=======================================	
01-06096	GOGLIN FUNERAL HOME & L	I-202309150148	101-5-411-42200	PROF SERVICES - POOR RELIEF	1	1,250.00
01-14036	OPSAHL - KOSTEL FUNERAL	I-202309150183	101-5-411-42200	PROF SERVICES - POOR RELIEF	1	L,250.00
01-14036	OPSAHL - KOSTEL FUNERAL	I-202309150184	101-5-411-42200	PROF SERVICES - POOR RELIEF		164.00
01-14036	OPSAHL - KOSTEL FUNERAL	I-202309150185	101-5-411-42200	PROF SERVICES - POOR RELIEF		164.00
01-16017	QUALIFIED PRESORT SERVI	I-202309150264	101-5-411-42600	SUPPLIES - POOR RELIEF		78.37

ITEMS PRINTED: PAID, UNPAID

DEPARTMENT 411 CARE OF POOR TOTAL: 2,906.37

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 421 PUBLIC HEALTH NURSE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM. LLC	I-202309140127	101-5-421-42800	UTILITIES - NURSE		201.96

ITEMS PRINTED: PAID, UNPAID

01-01200 CLARITY TELECOM, LLC I-202309140127 101-5-421-42800 UTILITIES - NURSE 201.96 01-16017 QUALIFIED PRESORT SERVI I-202309150263 101-5-421-42600 SUPPLIES - NURSE 25.96

DEPARTMENT 421 PUBLIC HEALTH NURSE TOTAL: 227.92

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 424 AMBULANCE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202309140124	101-5-424-42800	UTILITIES - AMBULANCE		148.04
01-01696	ESO SOLUTIONS, INC.	I-202309150181	101-5-424-42600	SUPPLIES - AMBULANCE		16,970.00
01-02001	CITY OF YANKTON	I-202309140088	101-5-424-42600	SUPPLIES - AMBULANCE		1,387.38
01-02690	CINTAS	I-202309150144	101-5-424-42500	MAINTENANCE - AMBULANCE		313.88
01-03566	QUICK MED CLAIMS	I-202309140113	101-5-424-42200	PROF SERVICES - AMBULANCE		2,334.65
01-03820	AMAZON CAPITAL SERVICES	I-202309140115	101-5-424-42600	SUPPLIES - AMBULANCE		263.31
01-04347	WAYSTAR INC.	I-202309140112	101-5-424-42200	PROF SERVICES - AMBULANCE		2,176.25
01-04348	PWW ADVISORY GROUP, LLC	I-202309140114	101-5-424-42600	SUPPLIES - AMBULANCE		120.00
01-05065	FIRST BANKCARD	I-202309150204	101-5-424-42700	TRAVEL - AMBULANCE		147.64
01-05065	FIRST BANKCARD	I-202309150205	101-5-424-42600	SUPPLIES - AMBULANCE		725.33
01-11049	LEAF	I-202309140108	101-5-424-42400	RENTALS - AMBULANCE		272.10
01-12167	MENARDS	I-202309150256	101-5-424-42600	SUPPLIES - AMBULANCE		23.98
01-14005	OLSON'S PEST TECHNICIAN	I-202309150280	101-5-424-42500	MAINTENANCE - AMBULANCE		119.00
01-18610	TWO WAY SOLUTIONS INC	I-202309140111	101-5-424-42500	MAINTENANCE - AMBULANCE		715.98
01-22241	ONE OFFICE SOLUTION	I-202309150278	101-5-424-42600	SUPPLIES - AMBULANCE		258.15
			DEPARTMEN	NT 424 AMBULANCE	TOTAL:	25,975.69

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VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 441 MENTLLY HANDICAPPED BANK: ALL

VENDOR NAME ITEM # G/L ACCOUNT DESCRIPTION CHECK# AMOUNT

01-18215 SD ACHIEVE dba LIFESCAP I-202309150155 101-5-441-00000 MISC. - MENTALLY HANDICAPPED 120.00

ITEMS PRINTED: PAID, UNPAID

DEPARTMENT 441 MENTLLY HANDICAPPED TOTAL: 120.00

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 445 MENTAL ILLNESS BOARD BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
========						
01-04000	VAL LARSON	I-202309150231	101-5-445-00000	HEARINGS - MENTAL ILLNESS		27.00
01-04100	FOX LAW FIRM, PLLC	I-202309150234	101-5-445-00000	HEARINGS - MENTAL ILLNESS		130.75
01-04350	DANA DRACY	I-202309150230	101-5-445-00000	HEARINGS - MENTAL ILLNESS		20.00
01-10118	MARK KATTERHAGEN	I-202309150232	101-5-445-00000	HEARINGS - MENTAL ILLNESS		27.00
01-11005	LEWIS & CLARK BEHAVIORA	I-202309150182	101-5-445-00000	HEARINGS - MENTAL ILLNESS	1,	491.00
01-11092	LUCILLE M. LEWNO	I-202309150233	101-5-445-00000	HEARINGS - MENTAL ILLNESS		216.63

ITEMS PRINTED: PAID, UNPAID

DEPARTMENT 445 MENTAL ILLNESS BOARD TOTAL: 1,912.38

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023 FUND : 101 GENERAL FUND

DEPARTMENT: 611 COUNTY EXTENSION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202309140126	101-5-611-42800	UTILITIES - EXTENSION		373.91
01-02520	KATIE DOTY	I-202309150188	101-5-611-42600	SUPPLIES - EXTENSION		41.78
01-02520	KATIE DOTY	I-202309150189	101-5-611-42700	TRAVEL - EXTENSION		601.28
01-11049	LEAF	I-202309140107	101-5-611-42400	RENTALS - EXTENSION		421.86
01-13001	NORTHWESTERN ENERGY	I-202309150242	101-5-611-42800	UTILITIES - EXTENSION		347.71
01-14005	OLSON'S PEST TECHNICIAN	I-202309140116	101-5-611-42500	MAINTENANCE - EXTENSION		150.00
01-22077	WNAX SAGA COMMUNICATION	I-202309150203	101-5-611-42900	4H/OTHER - EXTENSION		228.00
			DEPART	MENT 611 COUNTY EXTENSION	TOTAL:	2,164.54

ITEMS PRINTED: PAID, UNPAID

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

DEPARTMENT: 615 WEED BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01011	BOMGAARS	I-202309140081	101-5-615-42600	SUPPLIES - WEED		64.99
01-05065	FIRST BANKCARD	I-202309140082	101-5-615-42600	SUPPLIES - WEED		21.48
01-12167	MENARDS	I-202309140083	101-5-615-42500	MAINTENANCE - WEED	1	,189.83
01-22241	ONE OFFICE SOLUTION	I-202309140084	101-5-615-42600	SUPPLIES - WEED		9.09

ITEMS PRINTED: PAID, UNPAID

DEPARTMENT 615 WEED TOTAL: 1,285.39

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 101 GENERAL FUND

BANK: ALL DEPARTMENT: 711 PLANNING & ZONING

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01068	BEST WESTERN PLUS RAMKO	I-202309150224	101-5-711-42700	TRAVEL - ZONING		101.00
01-01200	CLARITY TELECOM, LLC	I-202309140132	101-5-711-42800	UTILITIES - ZONING		50.50
01-05065	FIRST BANKCARD	I-202309150207	101-5-711-42600	SUPPLIES - ZONING		50.00
01-05065	FIRST BANKCARD	I-202309150208	101-5-711-42700	TRAVEL - ZONING		96.01
01-12418	MICROFILM IMAGING SYSTE	I-202309140118	101-5-711-42500	MAINTENANCE - ZONING		70.00
01-15188	PHEASANTLAND INDUSTRIES	I-202309150145	101-5-711-42690	E911 SIGNS - ZONING		19.31
01-15188	PHEASANTLAND INDUSTRIES	I-202309150146	101-5-711-42690	E911 SIGNS - ZONING		19.31
01-16017	QUALIFIED PRESORT SERVI	I-202309150261	101-5-711-42600	SUPPLIES - ZONING		20.15
01-24003	YANKTON DAILY P & D	I-202309140140	101-5-711-42300	PUBLISHING - ZONING		70.62

ITEMS PRINTED: PAID, UNPAID

DEPARTMENT 711 PLANNING & ZONING TOTAL: 496.90

TOTAL: 101,283.59 FUND 101 GENERAL FUND

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 201 ROAD & BRIDGE

DEPARTMENT: 311 HIGHWAY CONSTRUCTION & MA BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01 00000	MODERCKY IC ACE HADDIADE	T 2022201140065	201 5 211 42600			12.00
01-00090	KOPETSKY'S ACE HARDWARE		201-5-311-42600	SUPPLIES - HWY		13.99
01-00257	APPEARA	I-202309140066	201-5-311-42600	SUPPLIES - HWY		159.04
01-01013		I-202309140067	201-5-311-42800	UTILITIES - HWY		85.50
01-01200	CLARITY TELECOM, LLC	I-202309140123	201-5-311-42800	UTILITIES - HWY		141.02
01-02058	KNIFE RIVER - SOUTH DAK	I-202309140068	201-5-311-42904	ASPHALT ROADS - HWY		208,868.20
01-03154	CHS INC	I-202309140069	201-5-311-42640	HIGHWAY FUEL - HWY		33,347.09
01-03973	ULTEIG	I-202309140070	201-5-311-42904	ASPHALT ROADS - HWY	1	,155,468.35
01-04338	MIDWEST PETROLEUM EQUIP	I-202309140071	201-5-311-42500	MAINTENANCE - HWY		2,292.59
01-04339	PFEIFER IMPLEMENT	I-202309140072	201-5-311-42600	SUPPLIES - HWY		434.15
01-08014	I STATE TRUCK CENTER	I-202309140073	201-5-311-42600	SUPPLIES - HWY		853.60
01-09120	JANSSEN'S GARBAGE SERVI	I-202309140074	201-5-311-42800	UTILITIES - HWY		50.00
01-12167	MENARDS	I-202309140075	201-5-311-42600	SUPPLIES - HWY		124.97
01-12371	MIDAMERICAN ENERGY	I-202309140076	201-5-311-42800	UTILITIES - HWY		25.37
01-17225	REVIER PRESSURE WASHERS	I-202309140077	201-5-311-42600	SUPPLIES - HWY		436.13
01-19005	TRUCK TRAILER SALES SER	I-202309140078	201-5-311-42600	SUPPLIES - HWY		625.17
01-22241	ONE OFFICE SOLUTION	I-202309140079	201-5-311-42600	SUPPLIES - HWY		9.09
01-24003	YANKTON DAILY P & D	I-202309140080	201-5-311-42300	PUBLISHING - HWY		244.82
			DEPARTME	NT 311 HIGHWAY CONSTRUCTION	& TOTAL: 1	,403,179.08
	*********			******************		

ITEMS PRINTED: PAID, UNPAID

FUND 201 ROAD & BRIDGE TOTAL: 1,403,179.08

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 207 EMERGENCY 911 FUND

DEPARTMENT: 225 LOCAL EMERGENCY PLANNING BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
*=======						
01-00090	KOPETSKY'S ACE HARDWARE	I-202309150248	207-5-225-42600	SUPPLIES - E911		56.15
01-01200	CLARITY TELECOM, LLC	I-202309140125	207-5-225-42800	UTILITIES - E911		114.03
01-02001	CITY OF YANKTON	I-202309140092	207-5-225-42500	MAINTENANCE - E911		18,259.95
01-06224	GOLDEN WEST TELECOMMUNI	I-202309150168	207-5-225-42800	UTILITIES - E911		142.79

DEPARTMENT 225 LOCAL EMERGENCY PLANNI TOTAL: 18,572.92

FUND 207 EMERGENCY 911 FUND TOTAL: 18,572.92

9/15/2023 2:25 PM	DIRECT PAYABLE	S DEPARTMENT PAYMENT	REGISTER	PAGE:	27
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VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023 FUND : 226 EMERGENCY MANAGEMENT DEPARTMENT: 222 EMERGENCY MANAGEMENT

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00090	KOPETSKY'S ACE HARDWARE	I-202309150246	226-5-222-42600	SUPPLIES - EDS		365.23
01-00090	KOPETSKY'S ACE HARDWARE	I-202309150247	226-5-222-42600	SUPPLIES - EDS		10.99
01-01012	B-Y ELECTRIC	I-202309150149	226-5-222-42800	UTILITIES - EDS		54.00
01-01131	HANSON BRIGGS SPECIALTY	I-202309150199	226-5-222-42600	SUPPLIES - EDS		135.00
01-02008	NAPA AUTO PARTS OF YANK	I-202309150186	226-5-222-42600	SUPPLIES - EDS		303.92
01-04137	DISCOUNT CELL, INC.	I-202309150190	226-5-222-42900	OTHER - EDS		359.10
01-05065	FIRST BANKCARD	I-202309150210	226-5-222-42600	SUPPLIES - EDS		3,425.98
01-05065	FIRST BANKCARD	I-202309150211	226-5-222-42200	PROF SERVICES - EDS		256.22
01-05065	FIRST BANKCARD	I-202309150212	226-5-222-42500	MAINTENANCE - EDS		80.86
01-05065	FIRST BANKCARD	I-202309150213	226-5-222-43570	EQUIPMENT GRANT - EDS		151.61
01-05065	FIRST BANKCARD	I-202309150214	226-5-222-42620	LEPC SUPPLIES - EDS		107.50
01-11049	LEAF	I-202309140109	226-5-222-42400	RENTALS - EDS		115.13
01-19247	TABOR LUMBER COOPERATIV	I-202309150157	226-5-222-42600	SUPPLIES - EDS		299.09
			DEPARTM	ENT 222 EMERGENCY MANAGEMENT	TOTAL:	5,664.63
	0.000					**********
			DIMD	226 PMPBORNOV MANAGEMENT	TOTAL.	F ((1 (2
			FUND	226 EMERGENCY MANAGEMENT	TOTAL:	5,664.63

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 233 COUNTY BUILDING

DEPARTMENT: 920 GOVERNMENT BUILDINGS BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02483	CULLIGAN	I-202309140104	233-5-920-00000	MISC COUNTY BUILDINGS		219.00
01-04023	ECHO GROUP	I-202309140089	233-5-920-00000	MISC COUNTY BUILDINGS		130.42
01-04023	ECHO GROUP	I-202309140090	233-5-920-00000	MISC COUNTY BUILDINGS		78.90
			DEPARTME	NT 920 GOVERNMENT BUILDINGS	TOTAL:	428.32

ITEMS PRINTED: PAID, UNPAID

FUND 233 COUNTY BUILDING TOTAL: 428.32

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 250 M & P R FUND

DEPARTMENT: 163 MOD & PRESERV RELIEF BANK: ALL

VENDOR NAME ITEM # G/L ACCOUNT DESCRIPTION CHECK# AMOUNT

ITEMS PRINTED: PAID, UNPAID

DEPARTMENT 163 MOD & PRESERV RELIEF TOTAL: 1,079.54

FUND 250 M & P R FUND TOTAL: 1,079.54

9/15/2023 2:25 PM DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER PAGE: 30 ITEMS PRINTED: PAID, UNPAID

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023

FUND : 759 CLEARING FUND DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIP	TION	CHECK#	AMOUNT
01-02291	SATELLITE TRACKING OF E	I-202309140097	759-4-34216	TRACKIN	G MONITORS		325.00
01-04342	SANDY SILVERIO	I-202309150284	759-4-34216	CAM DAI	LY FEE		76.00
01-04344	REYDEL PLASENCIA	I-202309150283	759-4-34216	CAM DAI	LY FEE		138.00
01-04345	OLGA PENA	I-202309150285	759-4-34216	CAM DAI	LY FEE		138.00
01-04346	NATHANIEL NELSON	I-202309150286	759-4-34216	CAM DAI	LY FEE		41.00
01-18405	BYRON NOGELMEIER	I-202309150281	759-4-34216	CAM DAI	LY FEE		2,320.00
				DEPARTMENT 0000	NON-DEPARTMENTAL	TOTAL:	3,038.00

FUND 759 CLEARING FUND TOTAL: 3,038.00

VENDOR SET: 01 Yankton County

PACKET: 02289 KASI'S CLAIMS - 9-19-2023 FUND : 768 ST WIDE 24/7 SOBRIETY FUN
DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-18405	BYRON NOGELMEIER	I-202309150282		STATE PARTICIPATION FEE		

DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL: 394.00

FUND 768 ST WIDE 24/7 SOBRIETY TOTAL: 394.00

REPORT GRA TOTAL: 1,533,640.08

PAGE: 31 ITEMS PRINTED: PAID, UNPAID

## **ILLUSTRATION 18**

## **AUDITOR'S MONTHLY SETTLEMENT WITH TREASURER**

## YANKTON COUNTY

August 31, 2023

DATE

CASH ON HAND IN TREASURER'S OFFICE:	
SILVER AND PENNIES	\$0.53
ONES	\$10.00
FIVES	\$10.00
TENS	\$20.00
TWENTIES	\$380.00
FIFTIES	\$750.00
HUNDREDS	\$300.00
CASH ITEMS	\$143.50
CHECKS (SEE ATTACHED TAPE)	\$56,918.20
OFFICE CHANGE	\$1,430.00
TOTAL CASH ON HAND	\$59,962.23
CHECKING ACCOUNT BALANCES:	
FIRST DAKOTA NATIONAL BANK	\$9,270,400.68
SAVINGS ACCOUNT BALANCES:	40.000.000
1ST DAKOTA NATIONAL BANK CR CARD	\$2,376,358.78
COR TRUST BANK GAYVILLE	\$662,203.34
COR TRUST BANK YANKTON	\$0.00 \$603,820.65
FIRST NATIONAL BANK, YANKTON FIRST INTERSTATE	\$516,892.95
WELLS FARGO BANKS	\$370,044.57
CERTIFICATES OF DEPOSIT:	Ć1 000 000 00
1ST DAKOTA NATIONAL BANK	\$1,000,000.00
COR TRUST BANK YANKTON FIRST INTERSTATE	\$250,616.38 \$500,000.00
INVESTMENTS:	
OTHER ACCOUNT BALANCES:	
BAD CHECKS	\$4,556.31
GRAND TOTAL CASH AND BALANCES	\$15,614,855.89
GENERAL LEDGER CASH AND INVESTMENT BALANCES BY FUNDS:	
GENERAL FUND	\$10,733,445.39
SPECIAL FUND	\$2,085,699.80
TRUST AND AGENCY FUNDS	\$2,795,710.70
GRAND TOTAL GENERAL LEDGER CASH AND INVESTMENTS	\$15,614,855.89
COUNTY AUDITOR SIGNATURE	DATE
COUNTY TREASURER SIGNATURE	DATE

YANKTON COUNTY, SOUTH DAKOTA PAGE: 1 POOLED CASH REPORT

AS OF: AUGUST 31ST, 2023

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE		CURRENT	CURRENT BALANCE
CLAIM	ON CASH					
101-10	0100	GENERAL CASH & DEPOSITS	11,413,681.93	(	680,236.54)	10,733,445.39
201-10	0100	ROAD & BRIDGE CASH & DEPOSITS	26,786.16		69,206.55	95,992.71
207-10	0100	E911	346,489.89		17,460.30	363,950.19
10-10	0100	JAIL BLDG CASH & DEPOSITS	672,284.23		1,392.65	673,676.88
26-10	0100	EMERGENCY MANAGEMENT	(98,428.23)		139,264.36	40,836.13
29-10	0100	DOMESTIC ABUSE	10,866.50		847.01	11,713.51
233-10	0100	COUNTY BUILDING	184,352.85		375.78	184,728.63
243-10	0100	HISTORICAL PRESERVATION	8,516.66		703.94	9,220.60
248-10	0100	24/7 FUND	80,279.83	(	943.62)	79,336.21
50-10	0100	M & P R FUND	125,010.44		3,663.43	128,673.87
90-10	0100	AMERICAN RESCUE PLAN	0.00		0.00	0.00
95-10	0100	RURAL ACCESS INFRASTRUCTURE	510,548.89		1,057.61	511,606.50
303-10	0100	CAP PROJECT SAFETY CENTER	0.00		0.00	0.00
304-10	0100	CAP PROJECT ROAD & BRDGE	0.00		0.00	0.00
306-10	0100	CAP PROJECT - NAPA JUNCTION	0.00		0.00	0.00
102-10	0100	DEBT SERVICE-SAFETY CENTER	420,456.19		4,527.55	424,983.74
103-10	0100	Debt Service - Highway Blg	0.00		0.00	0.00
104-10	0100	DEBT SERVICE - NAPA JUNCTION	252,374.93		0.00	252,374.93
04-10	0100	COUNTY LAW LIBRARY	( 476.52)		550.00	73.48
05-10	0100	TOWER FUND	13,358.41		0.00	13,358.41
21-10	0100	DISTRICT SCHOOLS	119,528.56		70,553.53	190,082.09
23-10	0100	CITIES & TOWNS	59,357.58	(		37,888.60
725-10	0100	TOWNSHIPS				24,588.91
733-10		ROAD DISTRICTS	0.00		0.00	0.00
34-10		BOND DEPOSITS	0.00		0.00	0.00
735-10		DELINQUENT TAXES	27,123.37	(		26,787.03
36-10		MUNICIPALITIES	0.00		0.00	0.00
739-10		SPECIAL ASSESSMENTS	0.00		0.00	0.00
40-10		DRAINAGE DITCHES	439,520.73		68.26	
42-10		STATE MOTOR	525,045.08			1,212,070.18
48-10		LOCAL EMERGENCY PLANNING	4,460.25		0.00	
57-10		SPECIAL HIGHWAY	0.00		0.00	0.00
759-10		CLEARING FUND				121,473.01
63-10		REDEMPTION	114.85		0.00	
64-10		RC & D LOWER JAMES				4,620.00
		FIRE/ROAD DISTRICT	•		100.00	•
68-10						
		Statewide 24/7 Sobriety Prog			0.00	2,620.00
		M & PR Fund	0.00			
		OTHER SPECIALS	10,784.18			11,072.59
		W 11TH IMPROVEMENT ZONE	15,418.21			15,418.21
OTAL:	CLAIM ON	CASH	15,229,640.61			
:ASH ]	IN BANK -	POOLED CASH				
999-	-10050	TOTAL CASH ON HAND	45,041.75		14,920.48	59,962.23
999-	-10100	Pooled Cash Checking	9,083,216.40		187,184.28	9,270,400.68
999-	-10200	CHECKING CREDIT CARD			0.00	
	-10300	SAVINGS ACCOUNT BALANCES	6,096,826.15		183 110 52	6 279 936 67

## YANKTON COUNTY, SOUTH DAKOTA PAGE: 2

POOLED CASH REPORT
AS OF: AUGUST 31ST, 2023

	BEGINNING	CURRENT	CURRENT
FUND ACCOUNT# ACCOUNT NAME	BALANCE	ACTIVITY	BALANCE
999-10400 CD'S ACCOUNT BALANCE	0.00	0.00	0.00
999-10500 BAD CHECKS	4,556.31	0.00	4,556.31_
SUBTOTAL CASH IN BANK - POOLED CASH	15,229,640.61	385,215.28	15,614,855.89
WAGES PAYABLE			
999-20400 WAGES PAYABLE	0.00	0.00	0.00_
SUBTOTAL WAGES PAYABLE	0.00	0.00	0.00
TOTAL CASH IN BANK - POOLED CASH	15,229,640.61	385,215.28	15,614,855.89
DUE TO OTHER FUNDS - POOLED CASH			
999-20300 DUE TO OTHER FUNDS	15,229,640.61	385,215.28	15,614,855.89
TOTAL DUE TO OTHER FUNDS	15,229,640.61	385,215.28	15,614,855.89
	==========		==========



PO BOX 712 DES MOINES IA 50306-0712

Employers Mutual Casualty Company EMCASCO Insurance Company EMC Property & Casualty Company Illinois EMCASCO Insurance Company Union Insurance Company of Providence Dakota Fire Insurance Company

DATE 08/28/2023

L3471

1012

\$\*\*\*26,214.00

VOID AFTER 180 DAYS

PAY TO YANKTON COUNTY SHERIFF

THE SUM TWENTY SIX THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND 00 CENTS FOR Claim number BA30 , Issued at HO ERU

Total loss payment on a 2020 Ford Explorer, VIN #C144 , EMC takes possession of vehicle

SENT B00032C YANKTON COUNTY SHERIFF 410 WALNUT ST YANKTON SD 57078 4388

UMB Bank, N.A. St. Joseph, Missouri 65407

THE REVERSE SIDE OF THIS DOCUMENT HAS FLUORESCENT FIBERS AND A TRUE WATERMARK, HOLD TO LIGHT TO VIEW

unanticepated reserve

2 4 S C 0 9 \_ \_ \_

# STATE OF SOUTH DAKOTA DEPARTMENT OF HEALTH DIVISION OF FAMILY AND COMMUNITY HEALTH

## Sub-Recipient Agreement Between

Yankton County c/o County Auditor 321 W 3rd St Ste 100 Yankton, SD 57078

Referred to as "Sub-recipient"

South Dakota Department of Health Division of Family and Community Health Office of Child and Family Services 600 East Capitol Avenue Pierre, SD 57501-2536 (605) 773-3361

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 is inserted below. In the event of a change in the award of funding source, the information inserted below 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.

#### 1.1 Subrecipient Information:

- a. Sub-recipient's name, City, State, and Zip +4 (which must match the name associated with its DUNS number): Yankton County, Yankton, SD 57078
- b. Sub-Recipient's unique entity identifier: LL4KXBG4UBM4
- c. Federal Award Identification Number (FAIN): 233SD708W1003
- d. Federal Award Date: October 1, 2022 to September 30, 2023
- e. Sub-award Period of Performance: 6/1/2023-9/30/2023
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: \$8,443.00
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: \$0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance: \$8,443.00
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing intake and administrative services for the Women, Infants and Children (WIC) Program in Yankton County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through Local Agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Service, South Dakota Department of Health, and Rhonda Buntrock and contact information Rhonda Buntrock@state.sd.us.

- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Program for Women Infants and Children
- Is the grant award for research and development (R&D)? YES \_\_\_ NO X
- m. Department of Health Indirect Cost Rate for federal award: 07/01/2023 to 06/30/2024 = 7.3%

1.2

- Sub-recipient's name, City, State, and Zip +4 (which must match the name associated with its DUNS number): Yankton County, Yankton, SD 57078
- b. Sub-Recipient's unique entity identifier: LL4KXBG4UBM4
- c. Federal Award Identification Number (FAIN): 243SD708W1003
- d. Federal Award Date: October 1, 2023 to September 30, 2024
- e. Sub-award Period of Performance: 10/1/2023 5/31/2024
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: \$16,886.00
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: \$0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance: \$16.886.00
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing intake and administrative services for the Women, Infants and Children (WIC) Program in Yankton County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through Local Agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Service, South Dakota Department of Health, and Rhonda Buntrock and contact information Rhonda Buntrock@state.sd.us.
- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Program for Women Infants and Children
- I. Is the grant award for research and development (R&D)? YES \_\_\_ NO X
- m. Department of Health Indirect Cost Rate for federal award: 7/01/2023 to 06/30/2024 = 7.3%

#### 2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective on June 1, 2023 and will end on May 31, 2024, unless sooner terminated pursuant to the terms hereof.

#### 3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

- a. Sub-recipient is not a full or part-time employee of State or any agency of the state of South Dakota.
- b. Sub-recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
- Sub-recipient may use the following equipment, supplies or facilities owned by the state of South Dakota.
  - i. The Sub-recipient will use a state owned, personal computer and, if the Sub-Recipient is able to demonstrate to the State's satisfaction that general office equipment and general office supplies are not available, the State will provide such office equipment and supplies, including but not limited to, a desk, chair, filing cabinet and general office supplies. No State facilities will be used by the Sub-Recipient in fulfillment of this contract.

- d. Sub-recipient will not purchase capital assets or equipment using State funds.
- e. The Sub-Recipient will undertake and complete the work or performance described as:
  - i. Assist and support State in complying with Federal Funding Accountability and Transparency Act (FFATA) requirements by providing any and all information the State must report to be compliant with FFATA. More information about FFATA reporting requirements can be found at www.fsrs.gov.
  - ii. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Sub-recipient non-compliance or failure to comply with provision IV. (E) (i) above. Sub-recipient understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Sub-recipient's failure to supply State with any requested information necessary to comply with FFATA.
  - Will comply with the terms and conditions of the Child Nutrition Act of 1966 which WIC is section 1786: <a href="https://fns-prod.azureedge.net/sites/default/files/CNA\_1966\_12-13-10.pdf">https://fns-prod.azureedge.net/sites/default/files/CNA\_1966\_12-13-10.pdf</a>. The Healthy, Hunger-Free Kids Act of 2010 <a href="https://www.gpo.gov/fdsvs/pkg/PLAW-111publ296.pdf">https://www.gpo.gov/fdsvs/pkg/PLAW-111publ296.pdf</a> and 7 CFR 246 <a href="https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5.">https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5.</a>
  - iv. In collaboration with the Office of Family and Child Services (OCFS) Dietitian Manager, hire, manage and provide disciplinary action if needed for employees to complete job roles and responsibilities outlined in this contract and in Appendix B. Job roles and responsibilities include but are not limited to:
    - Performing intake services for clients
    - Educating clients on benefit usage and navigating stores
    - Community outreach and referral services
    - Determining income eligibility, resident, and identity of current and potential clients
    - Vendor liaison duties
    - General administration and office duties
  - v. Allow and assure new county employees providing WIC services to attend and participate in new employee training as stipulated by the WIC Program. This will include overnight travel for the SD WIC-IT training. New employee initial WIC services training must be completed within the first month of employment to ensure staff have the knowledge and permissions in SD WIC-IT to perform their jobs satisfactorily.
  - vi. Allow and assure county employees providing WIC services attend and participate in required training to remain effective/efficient in their roles.
  - vii. Use State funds exclusively for
    - 1. WIC Services
      - a. Each county receives an annual budget based on participation rates from the most recent calendar year.
      - b. Reimbursement amounts are calculated monthly based on the per participant rate and the number of WIC participants who received WIC benefits in a particular county.
      - c. FY2024 per participant rate for Clerical is \$6.59 per participant. This rate is reviewed annually during budget determination.
      - d. WIC Central Office will generate payment and send to the Sub-recipient on a monthly basis.

#### 2. WIC Training/Travel

- a. Reimbursement for training time and travel time to and from training location is based on State average training and travel rate, including benefits.
- b. FY2024 Training and Travel Rate-\$21.67 per hour. This rate is reviewed annually during budget determination.
- c. Reimbursement for per diem, mileage and lodging for staff attending WIC training is according to county policy but cannot exceed State rates. State rates for these items are included on the expenditure report.
- d. The Central Office will generate monthly payment based on Monthly Expenditure Reports submitted by the Sub-recipient.
- viii. Provide facilities for WIC services to participants within the county. Facilities must allow for participant confidentiality during the intake process.
- ix. Refer potential applicants to the WIC Program and inform applicants of health services available.
- x. Safeguard and maintain the confidentiality of applicants and participants and protect records from loss or use by unauthorized persons.
- xi. Subrecipient further agrees that the contents of WIC records shall not be disclosed to anyone other than person directly connected with the administration or enforcement of the program. Persons directly connected with the administration or enforcement of the program whom the state agency determines has a need to know the information for program purposes is outlined in the SD WIC Policy and Procedure Manual 1.09. The manual is located at <a href="https://sdwic.org/knowledge/policy-and-procedure-manual">https://sdwic.org/knowledge/policy-and-procedure-manual</a>.
- xii. Maintain complete, accurate, documented, and current accounting of all program funds received and expended.
- xiii. Provide on or around 7th of month monthly expenditure report for expenses incurred, except for the month of June. All invoices to close out the contract period must be received before June 9th. See attachment A.
- xiv. Maintain and have available for the State's review and audit, all documentation associated with administering this contract. All WIC participants files are property of the State.
- xv. When the county is or will be without staff for an extended period of time (for example, hiring a new employee is taking longer than expected or current employee is out on maternity leave or extended leave due to recovering from surgery, etc.), county can arrange coverage with another county or clinic site by contacting dietitian manager to arrange scheduling and reimbursement. To ensure reimbursement changes, contact WIC Central Office billing point of contact (Rhonda Buntrock).
- xvi. The OCFS Dietitian Manager may request support to cover another county or state site that is without staff. This is provided by the county at the county's discretion. If the county provides coverage for another clinic, the county will be reimbursed at the current per participant rate for the additional county/additional participants served and will be reimbursed for travel at the state rate for hotels and meals. To ensure reimbursement changes, contact WIC Central Office billing point of contact (Rhonda Buntrock).
- xvii. Comply with State of South Dakota Cyber-Security requirement policies to include any mandatory trainings for any individuals who have a state email account/address.

- f. If the State will undertake or complete any work or performance under this Agreement, it is described as follows:
  - i. State will pay, upon the State's satisfaction that the payments are in accordance with all terms of the contract, up to \$25,329.00. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used.
  - ii. State will pay the following Sub-recipient expenses as a separate item as identified in the Expense Report (Attachment A).
  - TOTAL CONTRACT AMOUNT (Not to Exceed) \$25,329.00. Payment will be made consistent with SDCL Ch. 5-26.
  - iv. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported. However, the final invoice of the State of South Dakota fiscal year, ending every year on June 30th, shall be submitted no later than June 9th so payment may be made in the same Fiscal Year as the services are provided.

#### v. State agrees to:

- a. Administer the WIC Program in accordance with federal regulations and United States Department of Agriculture (USDA), Food and Nutrition Services and the policies and procedures established by the State governing the WIC Program.
- b. Provide adequate training to staff and capabilities to operate the WIC Program at the local level including:
  - providing the Subrecipient's personnel with access to WIC Policy and Procedure Manual, on-going WIC Program memos/policy revisions and scheduled Program Trainings.
  - answering Subrecipient personnel's questions regarding the above described Manual and reviewing Subrecipient personnel's work for the purpose of ensuring compliance with federal WIC guidelines.
- Establish a food delivery system so qualified local retailers may be authorized to provide foods locally to participants.
- d. Develop the annual State Plan as required by Federal WIC regulation for WIC program operation and administration.
- e. Establish a financial management system and comply with fiscal requirements prescribed by Food and Nutrition Services guidelines and instructions.
- f. Provide monthly payment to the Subrecipient based on number of participants receiving WIC benefits each month.
- g. Provide monthly payment for contract period expenses incurred and reported on the monthly expenditure report (See attachment A.). This includes payment for training WIC staff.
- h. Provide fiscal and administrative management, including participating in hiring, supervision and evaluation of county staff provided by the contract, to ensure efficient utilization of the resources of both parties.

#### 4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of This agreement is made for the purpose of providing intake and administrative services for the Women, Infants and Children (WIC) Program in Yankton County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through Local Agencies at no cost to eligible persons.

Amount provided by State/Grantor is	\$25,329.00
Amount matched by Sub-Recipient	\$0.00
Total Grant Amount	\$25,329.00

Dollars provided by State consist of the following:

Non-Federal State dollars \$0.00 Federal dollars \$25,329.00

#### 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. As appropriate, the cooperative audit resolution process may be applied.

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

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

#### 6. RETENTION AND INSPECTION OF RECORDS:

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

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

State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

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

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

#### 7. AUDIT REQUIREMENTS:

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

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

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

Audits shall be completed and filed with the Department of Legislative Audit by the end of the ninth 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. CLOSEOUT

a. The State will provide the subrecipient closeout letter after the period of performance end data.

#### B. STANDARD CLAUSES

#### 1. ASSURANCE REQUIREMENTS:

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

#### 2. COST PRINCIPLES:

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).

#### 3. 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.

## 4. RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant Executive Order 2020-01, for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract Consultant certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, 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 State to terminate this contract. Consultant further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.

#### 5. COMPLIANCE WITH EXECUTIVE ORDER 2023-02

Contractor certifies and agrees that the following information is correct:

In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Contractor is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.

Contractor further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Contractor 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.

#### 6. FUNDING:

This contract 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.

#### 7. ASSIGNMENT AND AMENDMENT:

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

#### 8. CONTROLLING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

#### 9. SUPERCESSION:

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

### 10. 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.

#### 11. 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.

#### 12. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other Sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or Sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors 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 subcontractors, 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 subcontractors and Sub-recipients. The Sub-Recipient is required to assist in this process as needed.

#### 13. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

#### 14. 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.

#### 15. 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.

## 16. 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.

#### C. AGENCY OR GRANT SPECIFIC CLAUSES

- 1. This agreement is exempt from the request for proposal process.
- 2. Does this agreement involve Protected Health Information (PHI)? YES ( ) NO(X)
  - a. Sub-recipient is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 24, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

#### 3. PROPERTY MANAGEMENT STANDARDS:

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

#### 4. 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.

#### 5. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Sub-Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

#### 6. WORK PRODUCT:

Sub-Recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, state proprietary information, state data, end user data, Personal Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Sub-Recipient in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Sub-Recipient without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

#### 7. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at <a href="http://bit.sd.gov/standards/">http://bit.sd.gov/standards/</a>.

#### 8. HOLD HARMLESS:

The Sub-Recipient agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

### 9. INSURANCE:

Before beginning work under this Agreement, the Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Sub-Recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

#### A. Commercial General Liability Insurance:

The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

#### B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

#### C. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

#### D. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than \$1,000,000.

#### 10. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees,

officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Sub-Recipient understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State of the information disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignment performed in the course of this Agreement required security requirements or clearance. the Sub-Recipient will be required to undergo investigation.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

#### 11. FEDERAL AND STATE LAWS:

Sub-Recipient agrees that it will comply with all federal and state laws, rules, and regulations that may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as provided by state or federal law.

#### 12. REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:

Sub-Recipient agrees to report promptly to State any event encountered in the course fo performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Sub-Recipient or State to liability. Reporting to State under this section does not satisfy Sub-Recipient's obligation to report any event to law enforcement or other entities as required by law.

#### 13. FORCE MAJEURE:

Neither Sub-Recipient nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.

#### 14. CONTRACT ORIGINAL AND COPIES:

An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Sub-Recipient.

- 15. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- 16. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- 17. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### D. 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.

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.

Furthermore, pursuant to SDCL § 1-56-10, if a conflict of interest is identified as outlined by your organization's conflict of interest policy, you are required to disclose the conflict to the Department of Health for display on the website created pursuant to SDCL § 1-27-45.

## THE FOLLOWING MUST BE COMPLETED BY THE SUB-RECIPIENT:

1)	Is your organization required to file the Internal Revenue Service Form 990?YesNo					
	If you answered "YES," in the space provided below, please provide the link to your website where this information can be found.					
2)	Is your organization subject to compliance with the federal Single Audit Act?YesNo					
	If you answered "YES," in the space provided below, please provide the link to your website where the audits can be found.					
3)	Have any conflicts of interest been identified pursuant to your organization's conflict of interest policy? YesNo					
	If you answered "YES," in the space provided below, please list any and all identified conflicts of interests.					

## E. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by signing below.

Beth Dokken, Director Division of Family and Con Department of Health	nmunity Health	Date	Sub-Recipient Signature	Date
			Print or Type Sub-Recip	ient Name
Darcy McGuigan, Director Division of Finance Department of Health		Date	Sub-Recipient Email	
State Agency Coding:				
ALN# Company Account Program Fund Src-subfund Dollar Total	10.557 2000 5206570 0904004 113WC \$25,329.00	1000 5206570 0901001	1000 5206570 0901001	1000 5206570 0901001
State Program Contact Pe Phone	erson	Rhonda Bunta 605-367-5374		
State Fiscal Contact Person Phone		Contract Acco		
Sub-Recipient Program ( Phone Sub-Recipient Program E				
Sub-Recipient Fiscal Cor Phone Sub-Recipient Fiscal Em				