

# Agenda

## Yankton County Commission

6:00 PM, Tuesday, April 19th, 2022

Commission Chamber

Yankton County Government Center

DOCUMENTS WILL BE AVAILABLE AT AUDITOR'S OFFICE FOR REVIEW BEGINNING  
APRIL 14TH. COPIES AVAILABLE FOR \$1.00 PER PAGE

Meeting chaired by: Joe Healy, Chair

01 Call to order: 6:00 PM PLEDGE OF ALLEGIANCE

02 Roll Call: \_\_\_\_\_ Dan Klimisch \_\_\_\_\_ Cheri Loest  
\_\_\_\_\_ Wanda Howey-Fox \_\_\_\_\_ Don Kettering \_\_\_\_\_ Joe Healy

### AGENDA ITEMS

No.	Time	Item Description	Presenter
03	6:00 PM	Abstain Financial Conflict of Interest (SDCL 6-1-17) Non-Financial Interest-Must State Reason for Abstaining	Commissioner Healy
04	6:03 PM	Approval of Agenda  Public comment is a time for persons to address this body on any subject. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Each person has up to three minutes to speak. There shall be no personal attacks against the members of this body, county staff, individual, or organizations. The Chair has the authority to enforce this policy. Failure to adhere to these rules may result in forfeiture of the remaining speaking time.	Public Comment
05	6:05 PM	Welfare Quarterly Reports	Troy Thurman
06	6:10 PM	Abatement	Jessica Atkinson
07	6:15 PM	Mutual Aid Agreement Burn Ban Resolution	Paul Scherschligt
08	6:20 PM	Veteran's Service Office Quarterly Reports	Cody Mangold
09	6:25 PM	Approval/Discussion - Asphalt Bid, Concrete, Truck Bid Truck Rebate Program	Mike Sedlacek



10	6:30 PM	Sorenson- Plat Hubbs- Plat Law Overlook, Lot 3- Plat Law Overlook, Lot 10- Plat Cuka- Plat	Gary Vetter
11	6:35 PM	Ambulance Quarterly Reports	Troy Cowman
12	6:40 PM	Register of Deeds Quarterly Reports	Brian Hunhoff
13	6:45 PM	Determine if Iverson St in Gayville is a County Road	Tamara Lee
14	6:50 PM	Cramer Kenyon Heritage Home Update and Funding Request	Ted Powell
15	6:55 PM	Joint Powers Agreement for Transportation Study	Commissioners
16	7:00 PM	Approve April 5, 2022 & April 12, 2022 Meeting Minutes	Commissioners
17	7:05 PM	Claims Auditor/Treasurer Report Mental Illness Quarterly Reports Sheriff Quarterly Reports	Auditor
18	7:10 PM	Public Comment	
19	7:15 PM	Commissioner Updates	
20	7:20 PM	Executive Session/Litigation Pursuant to SDCL 1-25-2(3) Executive Session/Poor Relief Issues Pursuant to SDCL 1-25-2 & 28-13 and 28-13-1.3 Items for Next Meeting	State's Attorney



# CONTACT CENTER QUARTERLY REPORT

## January 1<sup>st</sup> through March 31<sup>st</sup> 2022

**Food Pantry:** January- 141 visits feeding 412 individuals. 3 return customers

February-101 visits feeding 303 individuals. 4 return customers

March-146 visits feeding 438 individuals. 7 return customers

388 visits to food pantry feeding 1,164 people. 167 were 17 years of age or younger. 14 repeat customer's total.

**New Clients:** 56 new families/individuals received Contact Center services. Meaning Pantry or financial assistance

January-----18 new families

February--22 new families

March--15 new families

**Emergency Assistance:** 71 households sought emergency services.

January-21 households were helped with emergency financial assistance.

February- 27 households were helped with emergency financial assistance

March- 23 households were helped with emergency financial services.

**Gas/Oil:** (January- \$120.00) (February- \$260.00) (March- \$260.00) Total-----\$640.00

**Rent/House payment:** (January- \$425.00) (February- \$200) (March- \$300) Total- --\$925.00

**Utilities:** (January \$507.72) (February- \$393.00) (March- \$616.77) Total- -----\$1,517.49

**Medication:** (January- \$358.92) (February- \$100) (March- \$105.00) Total- -----\$563.92

**Lodging:** (January- \$470) (February- \$320.00) (March-\$170.00) Total- -----\$960.00

**Food Pantry** (January- \$8,640.00) (February- \$6,300.00) (March- \$8,415.00) -----\$23,355.00

**January through March 2022 Quarterly Total-----\$27,961.41**

\*3 times transportation was provided for client to a motel paid for by Contact Center

\*1 times delivered food to people without transportation to their homes.





## COMMISSIONER MEETING AGENDA REQUEST

321 W 3<sup>rd</sup>, Suite 100, Yankton, SD 57078

E-Mail: [patty@co.yankton.sd.us](mailto:patty@co.yankton.sd.us) or [valli@co.yankton.sd.us](mailto:valli@co.yankton.sd.us)

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

Date Request Submitted 4/12/22

Request is for Commission Meeting Dated 4/19/22

Name: Jessica Atkinson

Address: 321 W 3<sup>rd</sup> St Ste 205

Phone: 605 - 260-4488

E-Mail Address: jessica@co.yankton.sd.us

Topic to be Addressed and Length of Presentation: Abatement / 5 mins or less

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

Abatement request

Person(s) Making Presentation to the Board: Jessica Atkinson

Audio/Visual Equipment Needed: podium & microphone

For Office Use:

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Reason(s): \_\_\_\_\_

Signature: \_\_\_\_\_

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



## APPLICATION FOR ABATEMENT OR REFUND OF TAXES

TO THE BOARD OF COUNTY COMMISSIONERS OF Yankton COUNTY,  
SOUTH DAKOTA:

STATE OF SOUTH DAKOTA

County of Yankton } ss.

\_\_\_\_\_, being first duly sworn deposes  
and says that \_\_\_\_\_ he has ground \_\_\_\_\_ for abatement or refund of taxes under the provisions of SDC 57.0801  
as indicated by an "x" opposite the following applicable provisions of such statute or as otherwise  
stated:

- ☐ 1. When an error has been made in any identifying entry or description of the property, in entering the valuation thereof or in the extension of the tax, to the injury of the complainant;
- ☐ 2. When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making assessment;
- ☒ 3. When the complainant or the property is exempt from the tax;
- ☐ 4. When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;
- ☐ 5. When taxes have been erroneously paid or error made in noting payment or issuing receipt therefor;
- ☐ 6. When the same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes, while a tax certificate is outstanding.

10-4-40. Partial exemption of dwellings owned by certain disabled veterans. One hundred fifty thousand dollars of the full and true value of the total amount of a dwelling or portion thereof classified as owner-occupied pursuant to §§ 10-13-39 to 10-13-40.4, inclusive, that is owned and occupied by a veteran who is rated as permanently and totally disabled from a service-connected disability is exempt from property taxation. The veteran shall apply for this partial exemption on a form prescribed by the secretary of revenue. Any application or supporting document for this exemption is confidential. Any veteran who would otherwise qualify for this exemption but fails to comply with the application deadline for the owner-occupied classification or the deadline for application for this exemption may petition the board of county commissioners to recalculate the taxes based upon the owner-occupied classification and this exemption and abate or refund the difference in taxes pursuant to chapter 10-18.

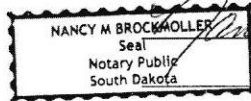


Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof, the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refund of taxes asked for are as set out in the schedule hereto attached.

Wherefore, applicant asks said board of county commissioners to grant the relief required by law in such cases made and provided.

P. O. Address \_\_\_\_\_

Subscribed and sworn to before me this 12<sup>th</sup> day of April, 2022.



Nancy M Brockmoller  
(Name of office)

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
Parcel: _____	2021	NA60 16,000			\$2,185.26	
L _____		NA60 163,700				
_____						
_____						
_____						
_____						
_____						

Approved - Disapproved by City or Township Board \_\_\_\_\_  
Dated \_\_\_\_\_, 20\_\_\_\_  
Chairman City or Twp. Board. \_\_\_\_\_  
Approved by authority of Subdivision of SDC 57.0801. \_\_\_\_\_  
Dated \_\_\_\_\_, 20\_\_\_\_  
Chairman County Board. \_\_\_\_\_  
Rejected: \_\_\_\_\_  
Reasons: \_\_\_\_\_  
Dated \_\_\_\_\_, 20\_\_\_\_  
Chairman County Board. \_\_\_\_\_  
Applicant advised of action by notice dated \_\_\_\_\_, 20\_\_\_\_  
County Auditor. \_\_\_\_\_

No. \_\_\_\_\_  
APPLICATION FOR  
ABATEMENT OR REFUND  
of

Mr. \_\_\_\_\_

P. O. \_\_\_\_\_

OFFICE OF COUNTY AUDITOR

County \_\_\_\_\_

Received and filed in my office on

\_\_\_\_\_, 20\_\_\_\_

County Auditor. \_\_\_\_\_

By \_\_\_\_\_

Deputy. \_\_\_\_\_



Districts setup - (View)

File Edit Options Help Chat



Plug



Tax Year **2021** Tax District ID **19633R** District Name **CURLIE-TOOTYS ROAD DISTRICT**  
 Use Tax Type **R - Real Estate**

Ag Owner Occup. Other NAZ History Information Real Estate District2

Total levy **15.44900** Per **Thousand Value** ☐ Apportion by Percentage

Tax District Detail Viewport

Authority No **034** Distribution levy **2.92100** Description **CURLIE-TOOTY'S ROAD DISTRICT**

Authority No	Distribution Levy	Description	Authority Levy
034	2.92100	CURLIE-TOOTY'S ROAD DISTRICT	2.92100
037	.40000	YANKTON RURAL FIRE PROT DIST	.40000
072	7.73100	YANKTON SCHOOL DIST 63-3 145	7.73100
212	.28500	DEBT SERVICE	.28500
200	3.10800	COUNTY FROM RURAL AREAS	3.10800
241	.06300	JAMES RIVER WATER DEV DISTRICT	.06300
242	.05000	HISTORICAL PRESERVATION	.05000

Detail levies 15.44900 Difference .00000

☐ Edit this record

Exit

Key Entry

michelle

TXMNTAPP

$$\$150,000 \times 0.943 \times 0.015449 = 2,185.26$$



Include this STUB with April 2022 payment.  
 Delinquent after April 30th  
 Yankton County Treasurer  
 321 W 3rd St Ste. 107  
 Yankton, SD 57078

Include this STUB with October 2022 payment.  
 Delinquent after Oct. 31st  
 Yankton County Treasurer  
 321 W 3rd St Ste. 107  
 Yankton, SD 57078

Tax Due: Full Year or by April 30, 2022  
 \$2,617.94 \$1,308.97

Tax Due: October 31st, 2022  
 \$1,308.97



cut along dotted line

Receipt: 4704.0 Dist: 19633R Parcel:  
 Year: 2021 RE

Receipt: 4704.0 Dist: 19633R Parcel:  
 Year: 2021 RE

**Yankton County TAX BILL for APRIL, 2022 and OCTOBER, 2022. Keep in a safe place.** Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. Based on November 1, 2020 valuations. Taxes for January 1, 2021 through December 31, 2021. Payable April 2022 and October 2022.

P Dist/Parcel 19633R CUKLIE-TOOTYS ROAD DISTRI  
 A Receipt# 4704.0 Type: 2021 RE Situs:  
 R  
 C Deed:  
 E Sec/Twp/Rng 21 93 56 Lot 7  
 L I

Mail

VALUATIONS AND TAXES: 2021 (This Year)			
	Assessed	Equalized	Taxes
U Owner Occup.	179,700	169,457	2,617.94
<b>TOTAL VALUES:</b>	<b>179,700</b>	<b>169,457</b>	
<b>NET TAXABLE VALUE:</b>	<b>179,700</b>	<b>169,457</b>	
<b>EQUALS GROSS TAX OF:</b>		<b>\$2,617.94</b>	
<b>Specials Etc:</b>		<b>\$0.00</b>	
<b>NET ANNUAL TAXES:</b>		<b>\$2,617.94</b>	

#### INDEXING:

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Taxing Authority:	Distribution of YOUR taxes:			
	Category	Value	Levy	Tax
Curlye-tooty's Road District	Owner Occup.	169,457	2.921	494.98
Yankton Rural Fire Prot Dist	Owner Occup.	169,457	0.400	67.78
Yankton School Dist 63-3 145	Owner Occup.	169,457	8.622	1,461.06
County	Owner Occup.	169,457	3.108	526.67
Debt Service	Owner Occup.	169,457	0.285	48.30
James River Water Dev District	Owner Occup.	169,457	0.063	10.68
Historical Preservation	Owner Occup.	169,457	0.050	8.47

150.99 \*Opt Out\*

\*Indicates a local decision to opt out of the tax limitation. If the local vote to increase taxes had not been passed, your taxes would not have included the items marked with\*

Your Tax Receipt Number is: 2021 4704.0

Yankton County Treasurer  
 321 W 3rd St Ste. 107  
 Yankton, SD 57078  
 605-260-4400 Ext. 7

Due in April 2022

\$1,308.97

Due in October 2022

\$1,308.97

Date Paid:

Date Paid:

Check #

Check #

Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.



**10-4-40. Partial exemption of dwellings owned by certain disabled veterans.**

One hundred fifty thousand dollars of the full and true value of the total amount of a dwelling or portion thereof classified as owner-occupied pursuant to §§ 10-13-39 to 10-13-40.4, inclusive, that is owned and occupied by a veteran who is rated as permanently and totally disabled from a service-connected disability is exempt from property taxation. The veteran shall apply for this partial exemption on a form prescribed by the secretary of revenue. Any application or supporting document for this exemption is confidential. Any veteran who would otherwise qualify for this exemption but fails to comply with the application deadline for the owner-occupied classification or the deadline for application for this exemption may petition the board of county commissioners to recalculate the taxes based upon the owner-occupied classification and this exemption and abate or refund the difference in taxes pursuant to chapter 10-18.

If the director of equalization determines that the veteran receives an exemption for the veteran's dwelling pursuant to this section, the veteran retains that exemption until such time as the property ownership is transferred, the veteran does not occupy the dwelling, or the property has a change in use. If the legal description of property is changed or amended and the veteran continues to reside in the dwelling, the veteran retains the exemption provided by this section.

**Source:** SL 2007, ch 45, § 1; SL 2008, ch 39, § 1, eff. Nov. 1, 2007; SL 2008, ch 40, § 1; SL 2011, ch 1 (Ex. Ord. 11-1), § 161, eff. Apr. 12, 2011; SL 2019, ch 59, § 1.



## **Mutual Aid Agreement**

This Mutual Aid Agreement (the "Agreement" is entered into between Yankton County, \_\_\_\_\_, Yankton, South Dakota 57078 and Agtegra Cooperative, a South Dakota cooperative with its principal place of business at 908 Lamont Street South, Aberdeen, South Dakota 57401.

The above-mentioned agencies hereby agree to enter into this Agreement pursuant to its terms and assist each other in responding to an emergency as follows:

### **1. Existence and purpose**

Each party owns and maintains equipment for the purpose of emergency response. Each party shall retain personnel who are trained to provide various levels of emergency services.

### **2. Request for Aid**

The incident commander of the said incident is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available for the requesting agency.

### **3. Response to the Request**

3.1 Upon receipt of such a request the commanding officer of the party receiving the request shall immediately take the following action:

3.1.1 Determine if the responding party has equipment and personnel available to respond to the requesting parties and determine the nature of the equipment and number of personnel available.

3.1.2 Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established.

3.1.3 In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene with proper operating instructions.

3.1.4 In the event the needed equipment and personnel are not available to immediately advise the requesting part of such fact.

### **4. Command Responsibility at Emergency Scene**

The incident commander of the requesting party shall be the officer in charge of the said emergency incident. The chief officer or senior officer of the party to which the request is made shall immediately report to the incident commander upon arrival at the incident, to check in personnel and equipment, to be directed as to their functions and duties at the incident. The incident commander reserves the right to determine each agencies function, and each person's function, at an incident.



## **5. Termination of aid**

The equipment and personnel of the responding party shall be released from service and returned to the responding jurisdiction by the incident commander in charge as soon as conditions warrant.

## **6. Indemnification, Liability and Assumption of Risk**

6.1 To the fullest extent permitted under the law, each party (the "Indemnitor") shall defend, indemnify and hold harmless the other party and its affiliates, respective officers, directors, employees, agents, contractors, successors and permitted assigns (collectively, "Indemnitees") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, and the cost of enforcing any right to indemnification hereunder (collectively, the "Losses") which may be imposed upon, incurred by or asserted against Indemnitees arising out of or relating to any claim, suit, action or proceeding (each, an "Action") to the extent that such Action alleges to arise out of or result from: (i) the Indemnitor's breach or non-fulfillment of any representation, warranty, covenant or obligation of Indemnitor under this Agreement; (ii) any negligent act or omission of Indemnitor or Indemnitor's employees or agents (including any recklessness or intentional misconduct) in connection with the performance of its obligations under this Agreement; (iii) any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent act or omission of Indemnitor or Indemnitor's employees or agents; or (iv) any failure by Indemnitor or Indemnitor's employees and agents to comply with any applicable laws and regulations in the performance of its obligations under this Agreement. This Section 6.1 shall not apply to the extent such Losses are caused by an act or omission due to the negligence, willful misconduct or recklessness of the Indemnitees.

6.2 IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS AND PERMITTED ASSIGNS BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 6.2 SHALL APPLY EVEN IF A PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE PARTIES ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2, THAT THE SAME REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A CONTRACT



REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS), AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

6.3 EACH PARTY IS AWARE AND UNDERSTANDS THAT THE SERVICES IT IS PROVIDING INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. EACH PARTY ACKNOWLEDGES THAT IT IS AWARE OF THE DANGER INVOLVED WITH ITS SERVICES AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE OR OTHERWISE.

## **7. Insurance**

Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

## **8. Relationship/Compensation**

8.1 Each party agrees that it will not seek compensation for service rendered under this Agreement from the other party.

8.2 This Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between the parties for any purpose. Each party shall have no authority (and shall not hold itself/themselves out as having authority) to bind the other party nor make any agreements or representations on behalf of the other party. Each party shall retain sole and absolute discretion in the manner and means of providing aid under this Agreement.

## **9. Pre-Emergency Planning**

9.1 The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched and the number of personnel need for said emergencies.

9.2 Such plans shall take into consideration and insure the proper protection by the responding party of its own municipal jurisdiction or geographical area.

9.3 Such plans shall also include training that is required and mutual aid training that shall take place at least once per calendar year.

## **10. Non- Exclusive Agreement**

The parties to this Agreement shall not be precluded from entering into a similar agreement for first responder agreements with other partners.

## **11. Execution of Agreement**

This instrument shall be executed by one (1) officer of each party hereto.



## **12. Termination**

This Agreement may be terminated by either party at any time by giving the other party notice of termination in writing.

## **13. Term of Agreement**

The term of this Agreement shall be for five (5) years from the date set forth below, unless otherwise terminates as set forth in section 12 above.

## **14. Survival**

Section 6 of this Agreement shall survive the expiration or earlier termination of this Agreement.

## **15. Third Party Beneficiaries**

This Agreement benefits solely the parties to this Agreement and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

## **16. Non-waiver**

No delay or failure by either Party to exercise any right granted by this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

## **17. Entire Agreement/Amendment**

This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party waiving compliance.

## **18. Severability**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## **19. Representation**

Each party to this Agreement acknowledges and agrees that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of



any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Said parties:**

\_\_\_\_\_

\_\_\_\_\_

**Agencies Official:**

\_\_\_\_\_

\_\_\_\_\_

**Dated:** \_\_\_\_\_

\_\_\_\_\_



YANKTON COUNTY  
RESOLUTION TO PROVIDE FOR TEMPORARY EMERGENCY REGULATION OF FIRE  
HAZARDS IN YANKTON COUNTY

WHEREAS, the Commissioners of Yankton County are charged with the protecting health and safety of the citizens of Yankton County, including all property situated therein; and

WHEREAS, South Dakota Codified Law (SDCL) 7-8-20(18) authorizes the Yankton County Commission to prohibit or restrict open burning, after consultation with local fire officials and law enforcement officials, in order to protect the public health and safety; and

WHEREAS, the Yankton County Commission has consulted with local fire officials and law enforcement officials concerning the threat of wildfire from open burning under certain climatic conditions; and

WHEREAS, the Commissioners of Yankton County have determined that in the interest of public health and safety, it will prohibit open burning (open fire) when climatic conditions indicate the threat of wildfire and other dangerous fire hazards within Yankton County; and

WHEREAS, for purposes of this Resolution, “open burning” shall be defined as any outdoor fire, including but not limited to campfires, warming fires, charcoal grill fires, or the prescribed burning of fence rows, fields, wildlands, trash and debris. This Resolution excludes fires contained within liquid-fueled or gas-fueled stoves, fireplaces within all buildings, charcoal grill fires at private residences, and permanent fire pits or fire grates located on supervised developed picnic grounds and campgrounds; and

WHEREAS, conditions of wildfire and dangerous fire hazards now exist in Yankton County.

NOW, THEREFORE, BE IT RESOLVED, that the Yankton County Commission hereby enacts this Resolution on an emergency basis and imposes a burn ban to prohibit or restrict open burning in Yankton County, and;

BE IT FURTHER RESOLVED that the ban will be in place until fire conditions improve as determined by the Yankton County Emergency Manager in consultation with Yankton County Emergency Officials within Yankton County, and;

BE IT FURTHER RESOLVED that a fine not to exceed two hundred dollars for each violation, or by imprisonment for a period not to exceed thirty days for each violation, or by both the fine and imprisonment, if found in violation of this Resolution, as per South Dakota Codified Law 7-18A-2, and that the costs for suppressing any fire, including response fees, mutual aid assistance from other agencies or fire departments, reimbursement to governments for suppression efforts and compensation to the firefighters for time lost from their employment, be born directly by the individual or individuals responsible for setting the fire.

Dated this 19<sup>th</sup> day of April, 2022.

Joe Healy/s/  
Joe Healy Chairman  
Yankton County Commission

ATTEST:

Patty Hojem/s/  
Patty Hojem, Auditor



**VETERAN SERVICE OFFICE  
CONTACT ISSUES (YTD)**

[illegible]





## YANKTON COUNTY HIGHWAY DEPARTMENT

3302 W City Limits Road • Yankton, SD 57078

Ph: 605-260-4473 • Fax: 605-260-4492

### BID DOCUMENT FORM FOR ASPHALT

Sealed bids shall be opened and read aloud in the Yankton County Commission Chambers in the Yankton County Government Center, Yankton, South Dakota at **11:00 am on Wednesday, April 6th 2022**. At that time all bids will be considered for the purchase of the following listed materials to be supplied to Yankton County, as and when required for the period of one year from the date of acceptance of the bid.

TYPE	PRICE PER TON MATERIAL	SOURCE
Hot Mix - Class E Type 2	\$ 88	Knife River YANKTON
Hot Mix - Class D Type2	\$ 74	Knife River YANKTON
Hot Mix (fine)-Class E Type 2	\$ 90	Knife River YANKTON
UPM		

1. All materials bid shall meet the specifications as set forth in the South Dakota Standard Specifications for Road and Bridges, 2015 Edition, specifically:
  - a. Section 320.2 (A), (B), (C), (D), (E), and (F)
  - b. Section 880.2 (B), Class (D), Type 1 and Type 2 mineral aggregate for asphalt concrete.

The bid price will be price per ton at the plant to include any loading fees. The county will take delivery at the asphalt plant.

The board of Yankton County Commissioners reserves the right to accept or reject any or all bids. Each bid must be enclosed in a plain sealed envelope addressed to Yankton County Auditor, 321 W 3<sup>rd</sup> Street, Yankton, SD 57078. Mark as to the type of bid enclosed. Any bid documents not received by the Auditor by 11:00 AM or unsealed will not be opened or considered.

Patty Hojem  
Yankton County Auditor

Mike Sedlacek  
Yankton County Highway Superintendent

#### BIDDER'S INFORMATION

Name: Justin Fuss  
Company: Knife River  
Address: 2210 Alway Rd  
City, State, Zip: YANKTON SD 57078  
Phone/Email: justin.fuss@kniferiver.com





## YANKTON COUNTY HIGHWAY DEPARTMENT

3302 W City Limits Road • Yankton, SD 57078

Ph: 605-260-4473 • Fax: 605-260-4492

In witness, whereof the party of the first part has approved this agreement and authorized the chairman and county auditor to sign and the party of the second part has affixed his/her signature hereto on the \_\_\_\_ day of \_\_\_\_\_, 2022.

A handwritten signature in blue ink, appearing to be "Justin R.", is written over a horizontal line.

Signature of Bidder

Yankton County, South Dakota

By: \_\_\_\_\_  
Chairman, Board of Commissioners

Attest: \_\_\_\_\_  
County Auditor





## YANKTON COUNTY HIGHWAY DEPARTMENT

3302 W City Limits Road • Yankton, SD 57078

Ph: 605-260-4473 • Fax: 605-260-4492

### BID DOCUMENT FORM FOR A45 STRUCTURE CONCRETE

Sealed bids shall be opened and read aloud in the Yankton County Commission Chambers in the Yankton County Government Center, Yankton, South Dakota at **11:00 am on Wednesday, April 6th 2022**. At that time all bids will be considered for the purchase of the following listed materials to be supplied to Yankton County, as and when required for the period of one year from the date of acceptance of the bid.

Type	Price Per Yard	Delivery Fee
A45 Structure Concrete	\$ 185	

1. All materials bid shall meet the specifications as set forth in the South Dakota Standard Specifications for Road and Bridges, 2015 Edition, specifically:
  - a. Section 460
  - b. Testing will be completed as required by the South Dakota MSTR

Quantity of concrete will be 150 yards +/- between two separate locations – see attached map

The board of Yankton County Commissioners reserves the right to accept or reject any or all bids. Each bid must be enclosed in a plain sealed envelope addressed to Yankton County Auditor, 321 W 3<sup>rd</sup> Street, Yankton, SD 57078. Mark as to the type of bid enclosed. Any bid documents not received by the Auditor by 11:00 AM or unsealed will not be opened or considered.

Patty Hojem  
Yankton County Auditor

Mike Sedlacek  
Yankton County Highway Superintendent

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#### BIDDER'S INFORMATION

Name: Justin Foss  
Company: Knife River  
Address: 2210 Alameda Road  
City, State, Zip: Yankton SD 57078  
Phone/Email: justin.foss@kniver.com



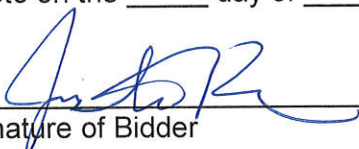


## YANKTON COUNTY HIGHWAY DEPARTMENT

3302 W City Limits Road • Yankton, SD 57078

Ph: 605-260-4473 • Fax: 605-260-4492

In witness, whereof the party of the first part has approved this agreement and authorized the chairman and county auditor to sign and the party of the second part has affixed his/her signature hereto on the \_\_\_\_ day of \_\_\_\_\_, 2022.

  
\_\_\_\_\_  
Signature of Bidder

Yankton County, South Dakota

By: \_\_\_\_\_  
Chairman, Board of Commissioners

Attest: \_\_\_\_\_  
County Auditor





## YANKTON COUNTY HIGHWAY DEPARTMENT

3302 W City Limits Road • Yankton, SD 57078

Ph: 605-260-4473 • Fax: 605-260-4492

### BID DOCUMENT FORM FOR A TANDEM AXLE DUMP/PLOW TRUCK

Sealed bids shall be opened and read aloud in the Yankton County Commission Chambers in the Yankton County Government Center, 321 W 3<sup>rd</sup> Street, Yankton, South Dakota at **11:00 am on Wednesday, April 6th 2022**. At that time all bids will be considered for the purchase of a Tandem Axle Dump/Plow Truck for Yankton County.

#### Specifications:

2007 year model or newer

Tandem Axle or more

GVW of 58,000lbs or more

Minimum 300hp diesel engine

Allison automatic transmission

12 yard dump box or larger

Hydraulics for a rear sander

To come with a 12' snow plow or have hydraulics in the front for a plow

May or may not have a snow wing or under body scraper

The board of Yankton County Commissioners reserves the right to accept or reject any or all bids. Each bid must be enclosed in a plain sealed envelope addressed to Yankton County Auditor, 321 W 3<sup>rd</sup> Street, Yankton, SD 57078. Mark as to the type of bid enclosed. Any bid documents not received by the Auditor by 11:00 AM or unsealed will not be opened or considered.

Patty Hojem  
Yankton County Auditor

Mike Sedlacek  
Yankton County Highway Superintendent

Kevin De Scheggen - Boyer Trucks.  
605-336-6100





# YANKTON COUNTY HIGHWAY DEPARTMENT

3302 W City Limits Road • Yankton, SD 57078

Ph: 605-260-4473 • Fax: 605-260-4492

## TRUCK IDENTIFICATION FORM

### IDENTIFICATION OF UNIT

Year: 2007 Prod. Date: 3/07 Make: Stirling Model: LT8500 Unit #:

Mileage: 150,007 Hours: \_\_\_\_\_ VIN #: 2FZHAZDE47AY56798

### ENGINE INFORMATION

Engine Make: Cat H/P: 335 Model: C-13 Serial #: KCB84951

☐ Overhaul ☐ Date: \_\_\_\_\_

### TRANSMISSION INFORMATION

Transmission Type: Auto Serial #: 6610223784 Model: 4500 RDS Speeds: 6 spd

PTO/Wet Kit ☐ Front Engine PTO

### BODY INFORMATION AND OPTIONS

Cab Type: Steel W/B: 208 (in.)

Fuel Tanks: # 1 Gallons 80

### AXLE & FRAME INFORMATION

Wheel Power: 6 x 4 Front Axle (GAWR): 18000 lbs. Make & Model: Meeter Susp. (type): Spring

Rear Axle (GAWR): 40000 lbs. Make & Model: Meeter Susp. (type): Hawley

Axle: Pusher N/A Tag N/A Strong Arm ☐ Frame: ☐ Single ☐ Double ☐

### WHEEL & TIRE INFORMATION

Front Wheels: (type) Steel Rear Wheels: (type) Steel

Tires: (Make & Type) 3856BR22.5 Size: 11R22.5 New (matched set) ☐

Tread Depth: (32) LF \_\_\_\_\_ RF \_\_\_\_\_ LRFO \_\_\_\_\_ LRFI \_\_\_\_\_ RRFO \_\_\_\_\_ RRFI \_\_\_\_\_

LRRO \_\_\_\_\_ LRRI \_\_\_\_\_ RRRO \_\_\_\_\_ RRRI \_\_\_\_\_

### ATTACHMENTS

Body Type: Dump MFG: \_\_\_\_\_ Year: 2007 Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

Length: 15 Width: \_\_\_\_\_ Height: \_\_\_\_\_ Gallons: \_\_\_\_\_ Yards: 14-15 yards Compartments: \_\_\_\_\_

Snow Plow ☒ Yes \_\_\_\_\_ No MFG: \_\_\_\_\_ Length: \_\_\_\_\_

Snow Wing ☒ Yes \_\_\_\_\_ No MFG: \_\_\_\_\_ Length: \_\_\_\_\_

Under Body Scraper ☒ Yes \_\_\_\_\_ No MFG: \_\_\_\_\_ Length: \_\_\_\_\_

BID PRICE: \$1 58,500.00 - DOT Ready! Date: 4/1/22

See Notes on Comment Section on Spec Sheet





## YANKTON COUNTY HIGHWAY DEPARTMENT

3302 W City Limits Road • Yankton, SD 57078

Ph: 605-260-4473 • Fax: 605-260-4492

### BIDDER'S INFORMATION

Name: Kevin De Schepper  
Company: Boyer Trucks  
Address: 210 E. Benson Road  
City, State, Zip: Sioux Falls SD 57104  
Phone/Email: 605-336-6100

In witness, whereof the party of the first part has approved this agreement and authorized the chairman and county auditor to sign and the party of the second part has affixed his/her signature hereto on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Kevin De Schepper - 4-1-22  
Signature of Bidder

Yankton County, South Dakota

By: \_\_\_\_\_  
Chairman, Board of Commissioners

Attest: \_\_\_\_\_  
County Auditor





2101 E. Benson Road  
Sioux Falls, SD 57104  
(605) 336-6100

For More Information Contact: Kevin Deschepper | | [kdeschepper@boyertrucks.com](mailto:kdeschepper@boyertrucks.com)

**Comment:** COMPLETELY SERVICED, DOT READY, FRAME AND WHEELS AND BOX WILL BE BLASTED AND REPAINTED, MILES ARE ACTUAL, ESTIMATED COMPLETION TIME MID MAY TO END OF MAY, UNIT IS IN STOCK AS OF 4/1/2022.

#### Vehicle Details

Year	2007
Make	STERLING
Model	L9511
VIN	2FZHAZDE47AY56798
Color	ORANGE
Wheelbase	208
Odometer	150007
Drive Line	6x4
GVWR	58000
Front Wheels	Steel
Rear Wheels	Steel
Driver Seat	Air Ride
Trans Make	Allison
Engine HP	335
Lockers	All

#### Sleeper

Cab Configuration	Standard Cab
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#### Engine

Engine	Caterpillar
Engine Model	C13
Engine Brake	Exhaust

#### Transmission

Transmission	Automatic
Transmission Model	4500 RDS-P

#### Axle Information

FA Weight	18000
RA Weight	40000
Ratio	5.29

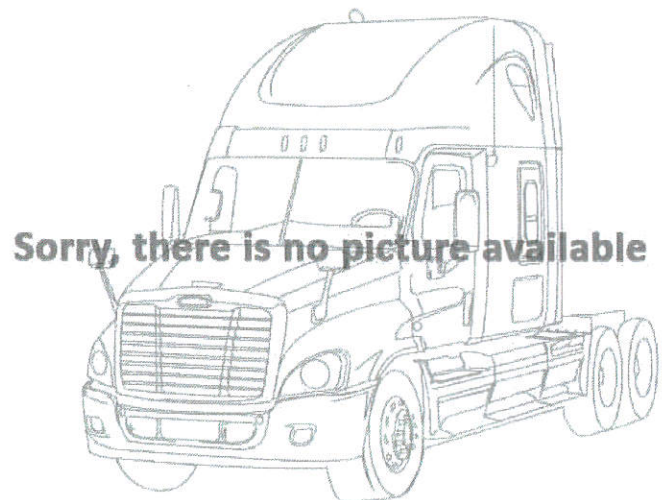
#### Suspension

Rear Suspension	HAULMAX
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#### Fuel Tank

Left Fuel Tank	80
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**Stock# 5U1859**



**2007 STERLING L9511**

**\$58,500.00**







Registration Details			
Product Summary			
Chassis	Front Axle Forward or Single		
Product Serial Number:	2FZHAZDE47AY56798	Unit No:	
Make:	STL	Base Model/Series:	LT9500 Model: Y111064
Ordered Coverage:	292	Revised Coverage:	
Ordered Vocation:	UTILITY/REPAIR/MAINTENANCE SERVICE	Registered Vocation:	UTILITY/REPAIR/MAINTENANCE SERVICE
Ordered Domicile Country:	UNITED STATES	Customer Domicile Country:	UNITED STATES
In Service Date/Distance:	06/11/2007 / 1374 MILES	Order Date:	06/16/2006
Build Date:	03/15/2007	Dealer Received Date:	03/26/2007
Offline Date:	03/15/2007	Certification Date:	
Cab Start Date:	03/15/2007	First ServiceDate:	
Demonstrator:		Auto Registered:	
Special Conditions:		Incomplete:	
Retail Sold:	Y	Glider:	
OMP Unit:		Maintenance Contract Vehicle:	
Lead Vehicle:			

Delivery			
Registration Type: NEW	Action:	Unit Number:	
In Service Date: 06/11/2007	In Service Distance: 1374	Units:	MILES
Demonstrator:		Registered Vocation Same as Ordering:	Y
Registered Vocation:	UTILITY/REPAIR/MAINTENANCE SERVICE		
Comments:			

PDI			
PDI Date:	04/02/2007	PDI Responsibility:	Dealer: Y
PDI Location:	24DV	PDI Credit Memo #:	0600140713
PDI Repair Order #:	150599	PDI Credit Memo Date:	04/05/2007

Customer			
Ordered Customer Account:	P48498	Register to Ordered Customer:	
Ordered Customer Name:	CLEARWATER COUNTY MINN DOT	Registered Customer Account:	P48498
Physical Address:	113 7TH ST NE	Registered Customer Name:	CLEARWATER COUNTY MINN DOT
City:	BAGLEY	Physical Address:	113 7TH ST NE
Country Code:	UNITED STATES	City:	BAGLEY
State/Province:	MN	Country Code:	UNITED STATES
Zip/Postal Code:	56621	State/Province:	MN
Mailing Address (Optional):	PO BOX 10	Zip/Postal Code:	56621
City:	BAGLEY	Mailing Address (Optional):	PO BOX 10
Country:	UNITED STATES	City:	BAGLEY
State/Province:	MN	Country:	UNITED STATES
Zip/Postal Code:	56621	State/Province:	MN
Phone:	(218)694-6132	Zip/Postal Code:	56621
Email:		Phone:	(218)694-6132
		Email:	



Dealer			
Ordering Location:	24DV	Registering Dealer Code:	24DV
Ordering Dealer:	BOYER FORD TRUCKS, INC.	Registering Dealer:	BOYER FORD TRUCKS, INC.
Address 1:	2500 BROADWAY DRIVE	Address 1:	2500 BROADWAY DRIVE
Address 2:		Address 2:	
City:	LAUDERDALE	City:	LAUDERDALE
State/Province:	MN	State/Province:	MN
Zip/Postal Code:	55113	Zip/Postal Code:	55113
Country Code:	UNITED STATES	Country Code:	UNITED STATES
Phone:	(651)638-5800	Phone:	(651)638-5800
Email:		Email:	

Coverage					
Coverage Name: STL LEVEL I - 292			Customized Coverage: N		Product Type: CHASSIS
System Group	Time	Period	End Date	Distance	Units
BASIC VEHICLE	12	MONTHS	06/11/2008	100000	MILES
BATTERIES	12	MONTHS	06/11/2008	100000	MILES
BRIGHTWORK	6	MONTHS	12/11/2007	Unlimited	MILES
CAB	60	MONTHS	06/11/2012	Unlimited	MILES
CORROSION/PERFORATION					
CAB STRUCTURE	60	MONTHS	06/11/2012	Unlimited	MILES
CHASSIS PAINT	6	MONTHS	12/11/2007	Unlimited	MILES
CORROSION	6	MONTHS	12/11/2007	Unlimited	MILES
CROSSMEMBERS	72	MONTHS	06/11/2013	750000	MILES
DRIVETRAIN	36	MONTHS	06/11/2010	300000	MILES
FRAME RAILS	72	MONTHS	06/11/2013	750000	MILES
PAINT	12	MONTHS	06/11/2008	100000	MILES

Attachments	
Attachments	Description

Record Date: 04/07/2009 End Date: 12/31/2099 Is Active: Y









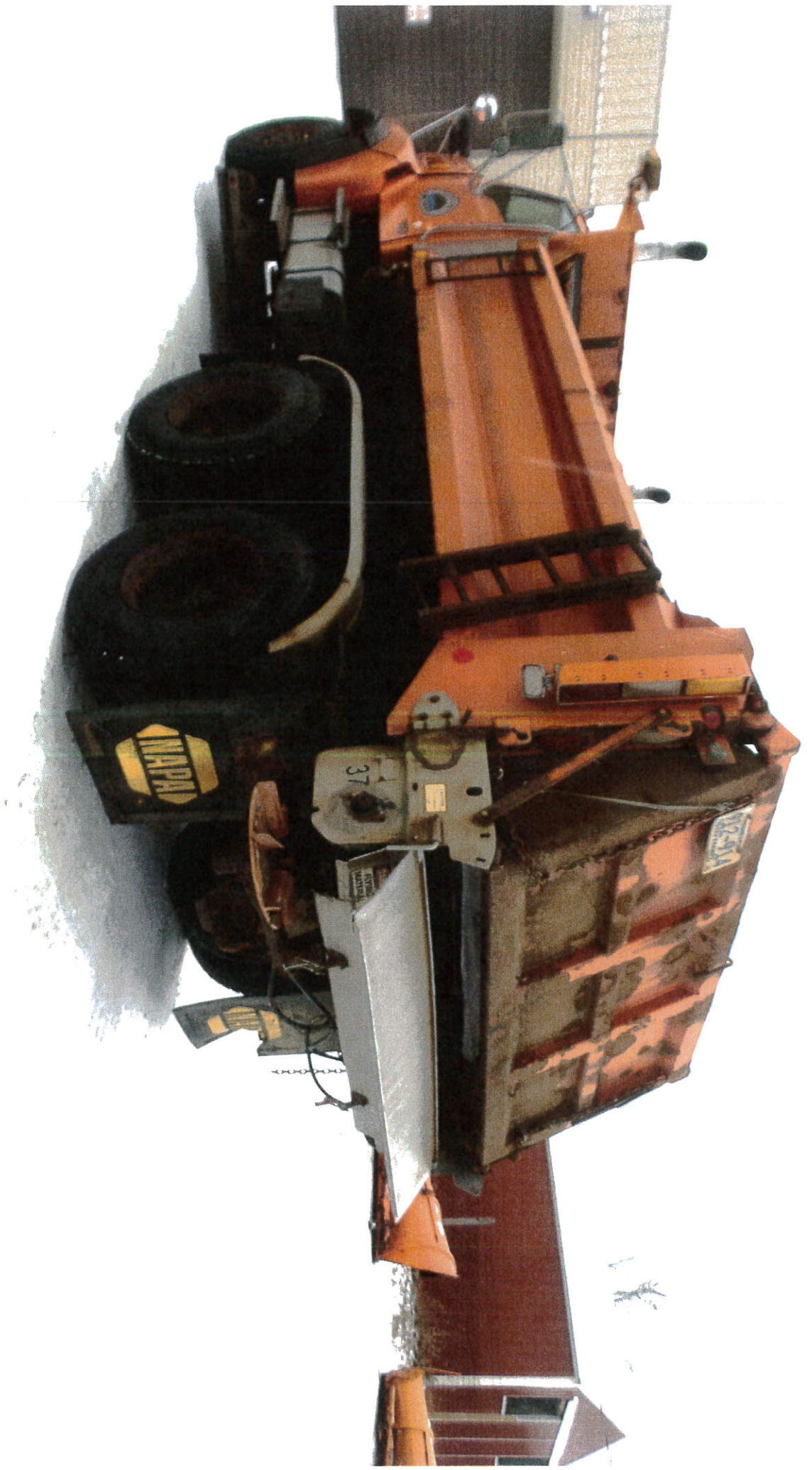


























MOTOR VEHICLE  
107,111,113  
210 & 302  
APPLICABLE TO  
INSTANTLY

TYPE: TRUCK  
MANUFACTURED BY  
VEHICLE ID NO  
DATE OF MFR  
GVWR-KG  
GVWR-LBS

STERLING TRK CORP.  
2FZHAZDE47AY56798  
03/07  
26,308  
58,000

FRONT AXLE  
FIRST INT AXLE  
SECOND INT AXLE  
THIRD INT AXLE  
FOURTH INT AXLE  
FIFTH INT AXLE  
SIXTH INT AXLE  
REAR AXLE

-CAR  
VEHICLES IN THE INCOMPLETE VEHICLE DOCUMENT  
LE WILL CONFORM TO FMVSS 108.

MADE IN CANADA



LE NOISE EMISSION CONTROL INFORMATION  
TRUCK CORPORATION

DATE OF MANUFACTURE

03/07

ICLE, AS DELIVERED BY FREIGHTLINER LLC,  
REGULATIONS FOR NOISE EMISSION APPLICABLE TO MEDIUM  
IS THE RESPONSIBILITY OF THE FINAL STAGE MANUFACTURER  
ICLE WHILE MAINTAINING CONFORMANCE TO 40 CFR PART 205,  
OR COMPLIANCE (SEC. 205.55-4).



**South Dakota Department of  
Agriculture and Natural Resources  
523 E Capitol  
Pierre, SD 57501**

**South Dakota's Volkswagen  
Class 4-8 Local Freight Truck Rebate Program**

**Guidelines and Applications  
Rounds Six and Seven**



**Application Deadlines:  
*January 28, 2022 – 5:00 PM &  
June 24, 2022 – 5:00 PM***

This program is funded through the South Dakota  
Volkswagen (VW) Environmental Mitigation Trust



## Section 1 – Introduction

The primary goal of South Dakota's VW Environmental Mitigation Trust Program is to facilitate the improvement and protection of the ambient air quality throughout South Dakota. The South Dakota Department of Agriculture and Natural Resources (DANR) administers the program. The program provides rebates to help purchase new class 4-8 local freight trucks that replace older in-use higher emitting diesel trucks to reduce diesel particulate matter and smog-forming emissions.

Program information will be posted on the VW Mitigation Trust Program Truck website at

<https://danr.sd.gov/Environment/AirQuality/VolkswagenTrust/VWTrucks.aspx>.

For additional information, please contact: Barb Regynski at 1-800-GET-DENR (1-800-438-3367) or [barb.regynski@state.sd.us](mailto:barb.regynski@state.sd.us).

## Section 2 – Background

In 2016, EPA and California filed a lawsuit against Volkswagen for installing a system that allowed nitrogen oxide pollution, also referred to as NOx, to exceed levels allowed by the Clean Air Act. As part of the court settlement, Volkswagen funded an Environmental Mitigation Trust to be used to offset the excess pollution emitted by the non-compliant vehicles. South Dakota's Allocation from the trust is \$8,125,000.

## Section 3 - Eligible Participants

South Dakota state and local governmental agencies are eligible to participate.

## Section 4 - Eligible Projects

The eligibility criteria for **existing trucks** to be replaced and receive a rebate are as follows:

- Class 4-8 diesel-powered local freight trucks (Gross Vehicle Weight Rating 14,001 pounds and greater) with engine model years 1992 through 2009. The replacement truck must be of the same type and class.
- The truck being replaced must be scrapped or rendered permanently disabled within ninety (90) days of the replacement. Evidence of appropriate disposal (including colored digital photos of the engine tag showing serial number, engine family number, and engine model year, vehicle identification number (VIN), and of the destroyed engine block and cut frame rails or other structural components) is required for rebate to be made. Drilling a three inch hole in the engine block and disabling the chassis is the preferred scrapping method. Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, tires, etc.). If scrapped or salvaged vehicles/parts are sold, the income may be used to meet the cost-sharing or matching requirement of the award, including any mandatory or voluntary cost-share. Therefore, the amount of the award remains the same.



The eligibility criteria for **new replacement** trucks are as follows:

- Diesel, alternate fueled, or all-electric class 4-8 local freight trucks (Gross Vehicle Weight Rating 14,001 pounds and greater) engine model year one year prior to the replacement or newer. The replacement must be of the same type and class.
- Total rebate per replacement will be up to 35% of the purchase price of a truck with an engine certified to meet EPA emission standards, 45% of the purchase price of a truck with an engine certified to meet CARB's Low-NOx standards, or 55% of the purchase price of an all-electric truck.
- The applicant should receive the new truck by June 1, 2023 for round six and by December 1, 2023 for round seven.

## **Section 5 – Funding Amounts**

During rounds six and seven there will be approximately \$1,000,000 of Volkswagen trust funds available for replacing trucks. Approximately half will be available for round six and any funds remaining will carry over to round seven.

## **Section 6 – Project Awards**

Ranking will be based on a combination of the age of the diesel engine being replaced, cost of the replacement vehicle, and nitrogen oxide reductions. To ensure improvement and protection of the ambient air quality throughout South Dakota is achieved, each applicant will receive one replacement vehicle before an applicant receives a second replacement vehicle, and so on.

Selected applicants will enter into a written agreement with DANR and will submit a copy of their purchase order. Rebates will be issued upon submittal of a Request for Reimbursement Form, evidence of final vehicle purchase price, a Certificate of Disposal Form, photographic evidence of disposal, Completed W-9 Form, and if requesting the 45% rebate, a copy of the engine certificate showing it meets CARB's Low-NOx Standards.

## **Section 7 – Tentative Schedule**

Round Six	
Date	Activity
January 3, 2022	Call for Round Six Projects Opens
January 28, 2022	Call for Round Six Projects Deadline
January 31, 2022 – February 11, 2022	Evaluate & Select Round Six Projects
February 16, 2022	Post Round Six Selected Projects. Email rebate agreements to highest ranking applicants.
February 2022 – April 2022	Recipients will order Round Six trucks and email DANR copies of purchase orders
June 30, 2023	Deadline for all invoices and paperwork for Round Six to be submitted to DANR



Round Six	
Date	Activity
Round Seven	
Date	Activity
June 1, 2022	Call for Round Seven Projects Opens
June 24, 2022	Call for Round Seven Projects Deadline
June 27, 2022 – July 8, 2022	Evaluate & Select Round Seven Projects
July 13, 2022	Post Round Seven Selected Projects. Email rebate agreements to highest ranking applicants.
July 2022 – September 2022	Recipients will order Round Seven trucks and email DANR copies of purchase orders
December 29, 2023	Deadline for all invoices and paperwork for Round Seven to be submitted to DANR

## Section 8 – Program Application Process

The application and program participation process is as follows:

1. Program applications are attached to this document and are also available from the website at <https://danr.sd.gov/Environment/AirQuality/VolkswagenTrust/VWTrucks.aspx>.
2. Applications must be submitted to DANR by 5:00 PM, January 29, 2021 and/or 5:00 PM, June 25, 2021. Applications are to be submitted by email to [barb.regynski@state.sd.us](mailto:barb.regynski@state.sd.us) or by mail to:  
VW Rebate Program  
SD DANR – AQ Program  
523 E Capitol  
Pierre, SD 57501
3. DANR will evaluate applications.
4. DANR will post selection list.
5. Selected applicants will be emailed rebate agreements.

## Section 9 – Program Requirements

Successful project applicants must enter into an agreement with DANR setting forth specific performance criteria to ensure compliance with statutory and audit requirements. Agreement preparation will begin immediately upon DANR selection of a project. The agreement will include further details on complying with program requirements. All services or work carried out under an agreement awarded as a result of this call for projects must be completed within the scope, time frames, and funding limitations specified by the agreement. Upon signature and execution of the agreement by DANR, a copy of the executed agreement will be returned to the applicant, at which time the project will be considered awarded.



## **Replacement Truck Requirements**

- Ordering of new trucks may not occur prior to both parties signing the agreement. Rebates will be made on a reimbursement basis for eligible expenses incurred and paid by the recipient. A cost may not be considered incurred until the replacement truck has been received and accepted by the recipient.
- The applicant must provide DANR with a copy of the Division of Motor Vehicles registration or title for the truck being replaced.
- The applicant must submit a copy of the Purchase Order to DANR.
- The applicant must insure that the replaced truck is permanently disabled or scrapped and maintain documentation on how the replaced truck was permanently disabled or scrapped.
- Applicant submits a Request for Reimbursement Form, evidence of final truck purchase price, Certificate of Disposal Form, photographic evidence of disposal, completed W-9 Form, and if requesting the 45% rebate, a copy of the engine certificate showing it meets CARB's Low-NOx Standards. DANR will review the information for compliance with all grant requirements.
- Rebate will be issued upon verification (documentation and/or DANR staff site visit).
- The applicant agrees that program criteria and requirements may be reviewed, as new information becomes available, and can be revised at the discretion of DANR.
- DANR maintains the right to monitor the project periodically.
- The applicant must maintain ownership of the replacement truck for three years after receipt of the rebate.



## **Section 10 - Verification Procedures**

Any applicant that receives VW Truck Replacement Rebate Program funds may be subject to verification of each program or project funded. The verification may be conducted by staff from DANR. Rebate documentation, records, and referenced materials must be available for review during monitoring visits.

Upon the completion of verification, DANR will determine if the funds were used for the approved project and make the verification available to the applicant and to the public upon request.

If DANR determines that the funds were expended in a manner contrary to law or not in accordance with provisions, DANR will notify the applicant of the determination, and may, at its discretion, seek re-payment of funds misappropriated, spent for non-eligible activities, or otherwise inappropriately expended.



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## APPLICATION PACKET CHECKLIST TRUCK REPLACEMENT

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A complete application packet includes the following items:

- Completed **Application Form**.
- Copy of Department of Motor Vehicles **registration or title** for the truck to be replaced.
- Dated and itemized dealer **quote** for replacement truck.

Applications must be submitted to DANR by 5:00 PM, January 28, 2022 and/or 5:00 PM, June 24, 2022. Applications are to be submitted by email to [barb.regynski@state.sd.us](mailto:barb.regynski@state.sd.us) or by mail to:

VW Rebate Program  
SD DANR – AQ Program  
523 E Capitol  
Pierre, SD 57501



## TRUCK REPLACEMENT APPLICATION

### I. APPLICANT INFORMATION

1	a. Applicant Name:	b. DUNS Number:
2	Applicant Address:	
3	a. City:	b. State:      c. Zip + 4:
4	a. Contact Name:	b. Contact Title:
5	a. Contact Phone:	b. Contact Fax:
6	Contact Email:	

### II. EXISTING TRUCK INFORMATION:

1	Truck Storage Address:		
2	a. City:	b. County:	c. Zip Code:
3	Truck Type/Use (e.g. snow plow, dump truck):		
4	Class: <input type="checkbox"/> 4, <input type="checkbox"/> 5, <input type="checkbox"/> 6, <input type="checkbox"/> 7, <input type="checkbox"/> 8		
5	<input type="checkbox"/> Short Haul-Single Unit, <input type="checkbox"/> Short Haul-Combo, <input type="checkbox"/> Long Haul-Single Unit, <input type="checkbox"/> Long Haul-Combo, <input type="checkbox"/> Refuse Hauler (short <= 200 miles, long > 200 miles, single=truck on single frame, combo=tractor with at least 1 trailer)		
6	a. Truck Manufacturer:	a. Truck Model:	b. Truck Model Year:
7	Type of Fuel: <input type="checkbox"/> Diesel	Estimated Annual Fuel Usage for this Truck (gallons):	
8	a. Cumulative Mileage:	b. Estimated Annual Mileage:	c. Annual Idling Hours:
9	Vehicle Identification Number (VIN):		
10	a. Engine Manufacturer:	b. Engine Model:	c. Engine Model Year:
11	Engine Serial Number:		
12	Estimated remaining life (years):		

### III. NEW REPLACEMENT TRUCK INFORMATION

1	Truck Type/Use (e.g. plow truck, dump truck, refuse truck):		
2	Class: <input type="checkbox"/> 4, <input type="checkbox"/> 5, <input type="checkbox"/> 6, <input type="checkbox"/> 7, <input type="checkbox"/> 8		
3	a. Truck Manufacturer:	a. Truck Model:	b. Truck Model Year:
4	Type of Fuel: <input type="checkbox"/> ULSD, <input type="checkbox"/> CNG, <input type="checkbox"/> LNG, <input type="checkbox"/> LPG/Propane, <input type="checkbox"/> Gasoline, <input type="checkbox"/> Electric, or <input type="checkbox"/> Other		
5	Rebate: <input type="checkbox"/> 35%, <input type="checkbox"/> 45% if certified to meet CARB's Low-NOx Standards, or <input type="checkbox"/> 55% if an all-electric		
6	a. Price of New Truck:		
7	a. Estimated Purchase Order Date:	b. Estimated Date of Truck Delivery:	
8	a. Engine Manufacturer:	b. Engine Model:	c. Engine Model Year:

### IV. SCRAPPING COMPANY/DISMANTLER INFORMATION

1	Describe Method of Disposal of Truck:		
2	Scrapping Company/Dismantler Name:		
3	Contact Name:		
4	Address:		
5	a. City:	b. State:	c. Zip Code:
6	a. Phone:	b. Fax:	
7	Email:		



TRUCK REPLACEMENT APPLICATION			
V. TRUCK MANUFACTURER/DEALER INFORMATION			
1	Truck Manufacturer/Dealer:		
2	Contact Name:		
3	Address:		
4	a. City:	b. State:	c. Zip Code:
5	a. Phone:	b. Fax:	
6	Email:		
VI. APPLICANT'S CERTIFICATION			
I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed in the Program Description.			
<input checked="" type="checkbox"/>	The applicant will use the funding under this Program for the specific purposes defined in the Program Description.		
<input checked="" type="checkbox"/>	The applicant has received approval to apply and make use of the funding under this program.		
<input checked="" type="checkbox"/>	The applicant is not currently debarred or suspended from receiving federal funding.		
<input checked="" type="checkbox"/>	The applicant agrees to complete scrappage of the truck being replaced.		
<input checked="" type="checkbox"/>	The applicant certifies that all vendors will be selected in accordance with contracting laws.		
I authorize DANR to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.			
Printed Name of Responsible Party:		Title:	
Signature of Responsible Party:		Date:	

Applications are to be submitted by email to [barb.regynski@state.sd.us](mailto:barb.regynski@state.sd.us) or by mail to:  
 VW Rebate Program  
 SD DANR – AQ Program  
 523 E Capitol  
 Pierre, SD 57501



## Request for Reimbursement Form

Name of Applicant: \_\_\_\_\_

Date new truck was delivered: \_\_\_\_\_

Engine Model Year of New Truck: \_\_\_\_\_

**Instructions:** Fill in the information below to summarize the Reimbursement Request.

### Reimbursement Summary

Final Purchase Price of Truck	\$
Rebate Amount (not to exceed awarded amount) = Final Purchase Price X percentage from award	\$

*Program Income from Salvage/Scrappage	\$
--	----

\*If scrapped or salvaged engines/vehicles are to be sold, program income requirements apply. Program income may be used to meet the cost-sharing or matching requirement of the award, including any mandatory or voluntary cost-share. The amount of the award remains the same.

- ☐ Please attach a completed IRS W-9 Form
- ☐ Please attach evidence of final truck purchase price such as a copy of the dealer invoice, receipt, or canceled check
- ☐ Please attach Certificate of Disposal and photos verifying disposal
- ☐ if requesting the 45% rebate, please attach a copy of the engine certificate showing it meets CARB's Low-NOx Standards.

Requests are to be submitted by email to [barb.regynski@state.sd.us](mailto:barb.regynski@state.sd.us) or by mail to:

VW Rebate Program  
SD DANR – AQ Program  
523 E Capitol  
Pierre, SD 57501



## Certificate of Disposal Form

Applicant Name: \_\_\_\_\_

### Old Truck/Chassis Information

Make:		Vehicle ID Number:	
Model:		Odometer Reading:	miles
Year:			

### Old Engine Information

Make:		Horsepower:	
Model:		ID or Serial No.:	
Year:			

Name of Dismantler: \_\_\_\_\_

Address of Dismantler: \_\_\_\_\_

Signature of Dismantler: \_\_\_\_\_ Date Truck Disabled: \_\_\_\_\_

---

Applicant Representative:

**Statement:** I certify that within 90 days of replacement, the old engine and chassis have been permanently disabled. Disabling the engine consists of cutting or punching a three inch by three inch (3" x 3") hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame rails on each side of the vehicle/equipment at a point located between the front and rear axles. Photos of the disabled engine/chassis that are required pursuant to the Terms and Conditions of the award agreement are attached to this Certificate of Disposal.

Representative Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Documentation must include colored JPEG images of the following, with corresponding file names:

- |                            |                             |                                |                      |
|----------------------------|-----------------------------|--------------------------------|----------------------|
| 1) Side profile of vehicle | 3) Engine label             | 5) Engine block, prior to hole | 7) Others, as needed |
| 2) VIN                     | 4) Chassis rail cut in half | 6) Engine block, after hole    |                      |



# Examples of Vehicle Disposal Pictures

Photo #1: Side profile of vehicle being scrapped



Photo #2: VIN of the vehicle being scrapped

821280

MANUFACTURED BY  
AMERICAN TRANSPORTATION CORPORATION

DATE OF MANUFACTURE 05 MO. 01 YR.

GVWR 16,034 KGS ( 35,350 LBS )

GAWR FRONT 5,601 KGS ( 12,350 LBS ) WITH

295/75R22.5G TIRES 14 PLY AT  
758 KPa ( 110 PSI) COLD  
RIMS 22.5X9.00 AXLE SINGLE

GAWR REAR 10,432KGS ( 23,000 LBS ) WITH

11R22.5 H TIRES 14 PLY AT  
758 KPa ( 110 PSI) COLD  
RIMS 22.5X8.25 AXLE DUAL

THIS VEHICLE CONFORMS TO ALL  
APPLICABLE FEDERAL MOTOR  
VEHICLE SAFETY STANDARDS IN  
EFFECT ON THE DATE OF  
MANUFACTURE SHOWN ABOVE.

VEHICLE IDENTIFICATION NO.  
1HVBGAAR01A917002

VEHICLE TYPE  
SCHOOL BUS BODY# 917002



Photo #3: Engine tag with engine serial number and EPA engine family name

**INTERNATIONAL**

IMPORTANT ENGINE INFORMATION 2001  
IMPORTANT MOTEUR INFORMATION

ENGINE MANUFACTURED BY:  
MOTEUR FABRIQUE PAR:  
INTERNATIONAL TRUCK AND ENGINE CORPORATION

DISPLACEMENT :	466 in <sup>3</sup>
CYLINDER :	7.6 L
EMISSION FAMILY	INVXHQ466ANB
MODEL / MODÈLE	CH230
NO. HP @ RPM / PUISSANCE (kW)	230 @ 2300
LB-FT TORQUE @ RPM / COUPLE (kN-m)	660 @ 1400
EMISSIONS CONTROL SYSTEMS DI, TC, ECM, CAC	

THIS ENGINE HAS A PRIMARY INTENDED SERVICE APPLICATION AS A HEAVY-DUTY DIESEL ENGINE AND CONFORMS TO U.S. EPA, CALIFORNIA, AUSTRALIAN AND AND CANADIAN HEAVY-DUTY DIESEL REGULATORY APPROVALS FOR THE 2001 MODEL YEAR, AND IS CERTIFIED TO OPERATE ON DIESEL FUEL.

CE MOTEUR A ÉTÉ PRINCIPALEMENT CONÇU EN TANT QU'UN MOTEUR DIESEL BROSSE DE CARRE MOTEUR ET EST CONFORME AUX RÈGLEMENTS DE L'EPA AU CANADA, AUSTRALIEN ET EST CERTIFIÉ POUR FONCTIONNER AU CARBURANT DIESEL.

1836380C1

CURB IDLE, FUEL RATE @ ADV. POWER AND INJECTION TIMING ARE NON-ADJUSTABLE

ENGINE S/N 470HM2U1305324

1836380C1

Photo #4: Chassis rail cut in half





Photo #5: Engine block prior to hole being drilled

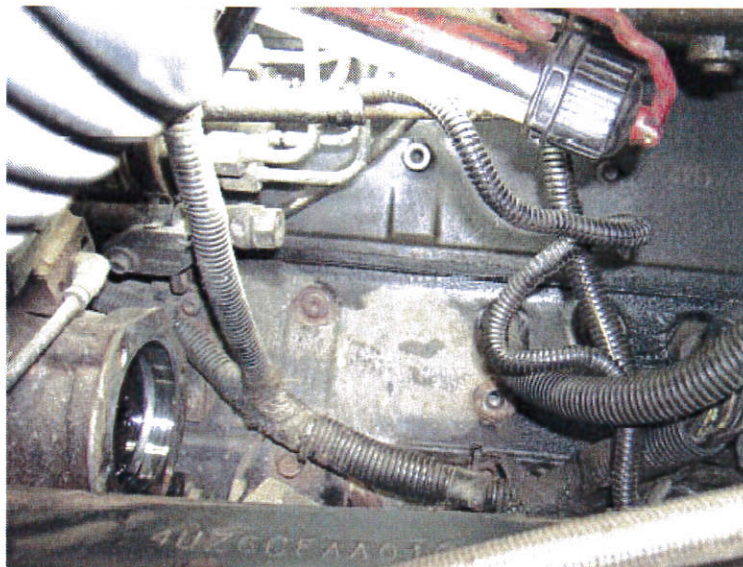


Photo #6: Engine block after hole has been drilled

