

# Agenda

## Yankton County Commission

6:00 PM, Tuesday, November 2, 2021  
Commission Chamber  
Yankton County Government Center

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**Meeting chaired by:** Joe Healy, Vice-Chair

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

**02 Roll Call:** \_\_\_\_\_ Wanda Howey-Fox \_\_\_\_\_ Cheri Loest  
\_\_\_\_\_ Dan Klimisch \_\_\_\_\_ 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	6:05 PM	Approval of Agenda  Public comment is a time for persons to address this body on any subject. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Each person has up to three minutes to speak. There shall be no personal attacks against the members of this body, county staff, individual, or organizations. The Chair has the authority to enforce this policy. Failure to adhere to these rules may result in forfeiture of the remaining speaking time.	Public Comment
05	6:10 PM	Approval of October 19, 2021 Meeting Minutes	Commissioners
06	6:20 PM	Citizens of the Year	Commissioners
07	6:25 PM	Claims October Payroll Rescind Motion #21410 for Highway Transfer Secondary Road Levy Correction	Auditor

08	6:30 PM	Keith Eickoff- Planned Unit Development	Gary Vetter
		<b>Board of Adjustment</b>	
09	6:35 PM	Neal Lange- Conditional Use Permit Modification	Gary Vetter
10	6:40 PM	Neal Lange- Conditional Use Permit Modification	Gary Vetter
		<b>Regular Session</b>	
11	6:45 PM	Humane Society Donation Drive	Bill Conkling
12	6:50 PM	IT Services	Gary Vetter
13	6:55 PM	Rural Transitional Rezone Applications	Gary Vetter
14	7:00 PM	Insurance Quotes	Julie Auch
15	7:05 PM	Discuss Proposal for West Yankton Sanitary Sewer Study	Jon Brown
16	7:10 PM	Public Comments	
17	7:15 PM	Commissioner Updates	
18	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

## YANKTON COUNTY COMMISSION MEETING

October 19, 2021

The regular meeting of the Yankton County Commission was called to order by Chair Cheri Loest at 6:00 p.m. on Tuesday, October 19, 2021.

Roll call was taken with the following Commissioners present: Don Kettering, Dan Klimisch, Wanda Howey-Fox and Cheri Loest, Absent: Joseph Healy.

There were no conflicts of interest reported by Commissioners.

**Action 21479C:** A motion was made by Kettering and seconded by Klimisch to approve the meeting agenda. All present voted aye; motion carried, 4-0.

There were no public comments.

Chair Loest closed public comment.

**Action 21480C:** A motion was made by Fox and seconded by Klimisch to approve the October 5, 2021, meeting minutes. All present voted aye; motion carried, 4-0.

**Action 21481C:** A motion was made by Fox and seconded by Klimisch to approve use of \$2,000 from the American Rescue Plan Act (ARPA) funds to pay Eide Bailly for consulting services to help with the ARPA funds.

**Action 21482C:** A motion was made by Kettering and seconded by Fox to approve the following claims; **Non-Departmental:** SD Department of Revenue (Sales Tax Return) \$91.46; **Commissioners:** Vast Business (Utilities) \$52.50, Don Kettering (Travel) \$300.47, Wanda Howey-Fox (Travel) \$320.47, Yankton Daily P & D (Publishing's) \$548.36; **Elections:** Qualified Presort Services (Supplies) \$28.60; **Court:** Avera Sacred Heart Hospital (Lab) \$738.00, Megan Reeves (Professional Services) \$228.00, Olivier Miles Holtz LLC (Professional Services) \$13,875.80, Horn Law Office LLC (Delinquent/Minor) \$1,776.10, Clovia Dee (Professional Services) \$260.20, Koletzky Law Offices (Delinquent/Minor) \$782.10, Department of Health (Lab-Aug 2021) \$890.00, Dean Schaefer (Professional Services) \$996.00, Thomson Reuters (Supplies) \$79.57; **Auditor:** Vast Business (Utilities) \$175.34, Culligan (Supplies) \$23.25, First Bankcard (Supplies) \$10.70, Qualified Presort Services (Supplies) \$136.06, One Office Solution (Maintenance) \$138.32; **Treasurer:** Vast Business (Utilities) \$209.66, Culligan (Supplies) \$37.25, Qualified Presort Services (Supplies) \$153.75; **Data Processing:** Vast Business (Utilities) \$832.83, First Bankcard (Maintenance) \$55.89; **States Attorney:** Century Business Products (Rentals) \$548.16; **Government Building:** Southgate (Maintenance) \$42.60, Vast Business (Utilities) \$26.25, Janssen's Garbage Services (Professional Services) \$240.00, JCL Solutions (Supplies) \$278.00, Klein's Tree Services (Professional Services) \$1,065.00, MidAmerican Energy (Utilities) \$719.18; **Director of Equalization:** Hanson Briggs Specialty (Supplies) \$265.50, Vast Business (Utilities) \$229.50, Clubhouse Hotel & Suites (Travel) \$1,467.20, SDAAO (Travel) \$80.00, First Bankcard (Supplies) \$275.97, Investigative Services (Professional Services) \$149.50, Microfilm Imaging Systems (Maintenance) \$180.00, Qualified Presort Services (Supplies) \$19.57, Kasi Foss (Supplies) \$14.08; **Register of Deeds:** Vast

Business (Utilities) \$177.97, Microfilm Imaging Systems (Rentals) \$171.00, Qualified Presort Services (Supplies) \$56.03, One Office Solution (Supplies) \$27.34; **VA:** Vast Business (Utilities) \$26.25, Cody Mangold (Travel) \$84.56, Leaf (Rentals) \$62.90, Qualified Presort Services (Supplies) \$5.56; **Safety Center Building:** Southgate (Maintenance) \$42.60, Mark's (Maintenance) \$607.06, Vast Business (Utilities) \$181.33, City of Yankton (Dumpster Fees) \$168.00, Echo Group (Supplies) \$358.80, Johnson Controls Inc. (Maintenance) \$567.93, Kone Inc. (Maintenance) \$325.38, MidAmerican Energy (Utilities) \$2,102.45; **Sheriff:** City of Yankton (Fuel) \$2,023.90, Cardmember Services (Travel) \$358.91, Sunset Law Enforcement (Ammunition) \$865.80, Jacks Uniforms & Equipment (Uniforms) \$785.98, Qualified Presort Services (Maintenance Contracts) \$269.48, Tire Muffler Alignment (Maintenance) \$93.88, Yankton Daily P & D (Maintenance Contracts) \$600.00; **County Jail:** Scott Family Dentistry (Professional Services) \$753.00, Charm-Tex (Supplies) \$131.40, McKesson Medical-Surgical (Professional Services) \$35.28, Jacks Uniforms & Equipment (Uniforms) \$261.80, JCL Solutions (Supplies) \$199.49, Olson's Pest Technicians (Supplies) \$110.00, Siouxland Oral (Professional Services) \$2,101.00, Tire Muffler Alignment (Auto Expense) \$19.72, Turkey Corrections (Supplies) \$471.60, One Office Solution (Supplies) \$132.26, One Office Solution (Furniture) \$1,600.00, One Office Solution (Other) \$197.00; **Yankton Area Search & Rescue:** City of Yankton (Supplies) \$140.04, Two Way Solutions (Supplies) \$319.97; **Care of Poor:** Qualified Presort Services (Supplies) \$72.02, Thomson Reuters (Supplies) \$79.57; **Public Health Nurse:** Vast Business (Utilities) \$244.50, TIAA Commercial Finance (Rentals) \$58.67, Qualified Presort Services (Supplies) \$24.03; **Ambulance:** Arrow Manufacturing (Supplies) \$70.00, Bound Tree Medical (Supplies) \$1,506.04, City of Yankton (Fuel) \$415.84, First Bankcard (Fuel) \$558.43, First Bankcard (Supplies) \$1,215.75, First Bankcard (Travel) \$742.93, Fox Run Quik Lube (Supplies) \$47.99, Janssen's Garbage Services (Professional Services) \$300.00, Leaf (Rentals) \$89.57, Matheson Tri-Gas Inc. (Rentals) \$86.15, Matheson Tri-Gas Inc. (Supplies) \$175.35, Northwestern Energy (Utilities) \$1,124.65, Olson's Pest Technicians (Maintenance) \$114.00, One Office Solution (Supplies) \$1,108.40; **Mental Illness Board:** Darcy Lockwood (Hearings) \$21.00, Kennedy Pier Loftus & Reynolds (Hearings) \$405.90, Mark Katterhagen (Hearings) \$21.00, Lucille M Lewno (Hearings) \$428.78; **Library:** Yankton Community Library (2<sup>nd</sup> Half 2021 Allotment) \$7,500.00; **Senior Citizens:** City of Yankton (3<sup>rd</sup> Qtr Allotment 2021) \$6,435.22; **County Extension:** Buhl's Cleaners (Supplies) \$37.82, Lauren Hollenbeck (Travel) \$34.60, Vast Business (Utilities) \$379.30, SDSU Extension (Travel) \$105.48, FP Mailing Solutions (Supplies) \$74.85, Katie Doty (Travel) \$31.19, Leaf (Rentals) \$303.98, Northwestern Energy (Utilities) \$311.62, National 4-H Council (Other 4-H) \$94.20, Olson's Pest Technicians (Maintenance) \$150.00; **Weed:** Bomgaars (Supplies) \$57.92, NAPA Auto Parts of Yankton (Supplies) \$26.28, First Bankcard (Travel) \$89.89, Kaiser Appliance & Refrigeration (Maintenance) \$199.99, Van Diest Supply Co (Chemicals) \$6,464.00, One Office Solution (Supplies) \$59.07; **Planning & Zoning:** Vast Business (Utilities) \$62.50, First Bankcard (Travel) \$1,032.16, Microfilm Imaging Systems (Rentals) \$70.00, Pheasantland Industries (Supplies) \$85.43, Qualified Presort Services (Supplies) \$1.34, One Office Solution (Maintenance) \$44.22, Yankton Daily P & D (Publishing's) \$216.62; **Road & Bridge:** Appeara (Supplies) \$131.67, C & B Operations (Maintenance) \$103.84, Bomgaars (Asphalt Road) \$43.98, B-Y Electric (Utilities) \$72.05, B-Y Water District (Utilities) \$123.00, Barco Municipal Production (Bridges) \$1,227.78, Battery Exchange (Maintenance) \$393.90, Butler Machinery Co (Maintenance) \$953.50, Vast Business (Utilities) \$228.20, Brant Land Surveying (Professional Services) \$1,350.00, City of Yankton (Utilities) \$9.41, Napa Auto Parts of Yankton (Maintenance) \$195.62, Concrete Materials (Asphalt Road) \$120,042.44, Nelson Services LLC (Maintenance) \$92.40, Beth Wilhelms (Travel) \$59.22, D-P Tools (Supplies) \$230.03, Growmark FS (Fuel) \$2,331.85, I-State Truck Center (Maintenance) \$89.80, Janssen's



Garbage Service (Utilities) \$45.00, Kaiser Appliance & Refrigeration (Supplies) \$34.99, Kimball Midwest (Supplies) \$132.66, Marks Machinery (Maintenance) \$705.43, Utica Gravel (Gravel) \$222,000.00, Midwest Striping (Asphalt Road) \$13,581.60, Menards (Supplies) \$18.11, MidAmerican Energy (Utilities) \$38.09, Yankton County Observer (Publishing's) \$5.68, Riverside Hydraulics (Maintenance) \$59.48, The Road Guy Const. (Annual Projects) \$7,862.40, The Road Guy Const. (Professional Services) \$36.17, One Office Solution (Supplies) \$59.07, Yankton Daily P & D (Publishing's) \$11.46, Yankton Janitorial Supply (Supplies) \$447.50; **Emergency 911 Fund:** Powerphone Inc. (Travel) \$258.00, City of Yankton (3<sup>rd</sup> Qtr E911 Dispatch 2021) \$31,539.00, Golden West Telecommunications (Utilities) \$145.63; **Emergency Management:** First Bankcard (Supplies) \$792.48, First Bankcard (Travel) \$2,628.13, First Bankcard (LEPC Fund) \$261.04, B-Y Electric (Utilities) \$52.73, Xtreme Car Wash (Supplies) \$49.60, Great America Financial (Rentals) \$217.27, Leaf (Rentals) \$90.00, Midcontinent Communications (Utilities) \$167.47, Planning & Development (LEPC Fund) \$6,000.00, Tabor Lumber Cooperative (Supplies) \$112.09, One Office Solution (Supplies) \$130.16, Yankton Daily P & D (Publishing's) \$256.90; **Government Buildings:** Justice Fire & Safety (Maintenance) \$200.00; **24/7 Program:** Precision Kiosk Technology (Professional Services) \$1,350.00; **American Rescue Plan:** SD Association of County Commissioners (Professional Services) \$2,000.00; **Non-Departmental:** Satellite Tracking of People (Tracking Monitors) \$250.25, Byron Nogelmeier (Cam Daily Fee-Sept 2021) \$2,547.00, Byron Nogelmeier (State Participation Fee-Sept 2021) \$261.00, SD Department of Revenue (HSC) \$323.78, SD Department of Revenue (Redfield Services) \$120.00, SD Department of Revenue (Motor Vehicle Fees) \$448,412.99, SD Department of Revenue (Waste Fees) \$6,872.00, SD Department of Revenue (ROD Fees) \$2,600.00, SDACO (M & PR Fund) \$628.00; General Fund \$80,968.89, Road & Bridge, \$372,716.33, Emergency Management, \$10,757.87. All present voted aye; motion carried, 4-0.

**Action 21483AUD:** A motion was made by Kettering and seconded by Fox to approve the Auditor's Monthly Settlement with the Treasurer and Pooled Cash Report as of September 30, 2021 which showed Total Cash of \$14,231,822.89. The General Fund was \$6,681,859.63; Special Funds were \$6,182,832.54; and Trust and Agency Funds were \$1,367,130.72 adding to a Grand Total of General Ledger Cash and Investments of \$14,231,822.89. A detailed report is on file with the County Auditor. All present voted aye; motion carried, 4-0.

**Action 21484C:** A motion was made by Klimisch and seconded by Fox to approve the third quarter Mental Illness hearings income report. A detailed report is on file with the County Auditor. All present voted aye; motion carried, 4-0.

**Ambulance:** Yankton County Ambulance Director Steve Hawkins appeared before the board to present his monthly reports and presented a bid for a new truck chassis.

**Action 21485AMB:** A motion was made by Kettering and seconded by Fox to approve the 2021 third quarter report from the Ambulance Department. A detailed report is on file with the County Auditor. All present voted aye; motion carried, 4-0.

**Action 21486AMB:** A motion was made by Kettering and seconded by Fox to approve the bid from Arrow Manufacturing, Inc. for \$149,894.00 for purchase of new truck chassis. All present voted aye; motion carried, 4-0.

Dustin Sperlich from IT Outlet presented proposal for IT services for Yankton County.

Gary Vetter presented concerns about RV park addressing.

**Action 21487ROD:** A motion was made by Klimisch and seconded by Kettering to approve the Register of Deeds third quarter report for 2021. A detailed report is on file with the County Auditor. All present voted aye; motion carried, 4-0.

**Action 21488S:** A motion was made by Fox and seconded by Klimisch to approve the 2021 third quarter report from the Sheriff's office. A detailed report is on file with the County Auditor. All present voted aye; motion carried, 4-0.

**Action 21489VSO:** A motion was made by Kettering and seconded by Klimisch to approve VSO third quarter report for 2021. A detailed report is on file with the County Auditor. All present voted aye; motion carried, 4-0.

**Action 21490Welfare:** A motion was made by Kettering and seconded by Klimisch to approve the Welfare third quarter report for 2021. A detailed report is on file with the County Auditor. All present voted aye; motion carried, 4-0.

Luci Youngberg, appeared before the board to discuss the Public Defender Contract. No action was taken.

Dana Schmidt presented the 2022 Library Services Agreement for the board's approval. Schmidt also presented information about Library.

**Action 21491C:** A motion was made by Fox and seconded by Kettering to approve the Agreement for Provision of Library Services for 2022. All present voted aye; motion carried, 4-0

Commissioners discussed how to proceed with performance evaluations.

The board reviewed the Medical Marijuana Application as presented.

**Action 21492C:** A motion was made by Klimisch and seconded by Fox to approve the Medical Marijuana application as presented. All present voted aye; motion carried, 4-0.

There was no public comment.

Chair Loest closed public comment.

**Action 21493C:** A motion was made by Fox and seconded by Klimisch to recess the regular session at 7:43 p.m. and convene in executive session to discuss Poor Relief Issues SDCL 1-25-2 & 28-13 and 28-13-1.3, litigation issue SDCL 1-25-2(3). All present voted aye; motion carried, 4-0.

**Action 21494C:** A motion was made by Kettering and seconded by Klimisch to adjourn the executive session at 8:30 p.m. and reconvene in regular session. All present voted aye; motion carried, 4-0.

**Action 21495C:** A motion was made by Fox and seconded by Klimisch to approve the agreement settlement with Avera Sacred Heart Hospital for mental illness holds through 9/15/21.

Chair Loest reported no action would be taken for Poor Relief issues.

**Action 21496C:** A motion was made by Fox and seconded by Kettering to adjourn. All present voted aye; motion carried, 4-0.

The next regular meeting will be Tuesday, November 2, 2021 at 6:00 p.m.

**Cheri Loest**, Chair  
Yankton County Commission

ATTEST:  
**Karen Faerber**, Deputy County Auditor

## YANKTON COUNTY COMMISSION

Be it resolved that the Yankton County Commission Congratulates  
**JAKE AND SANDY HOFFNER**  
as the 2020 Yankton Citizens of the Year.

WHEREAS, The Yankton County Board of Commissioners appreciates the dedication and hard work of Jake and Sandy and others in Yankton County, and

WHEREAS, the Yankton County Board of Commissioners commend Jake and Sandy for their spirit of service and identify their commitment to continuance and growth of a healthy community.

Jake promoted the Young Eagles Program, which has provided airplane rides for thousands of area children, served the past eight years with Yankton Riverboat Days Board of Directors, was a Yankton City Commissioner for nine years, and served one term as Mayor of our great city of Yankton. He served on the Big Friend/Little Friend board and volunteered as a mentor for many years, Contact Center board and Yankton Transit Board, Airport Advisory Board, United Way board, Chamber of Commerce Board of Directors, and Lewis & Clark Theatre board. He is a 26-year member of the Yankton Morning Optimists for which he served as President in 2016. Sandy volunteers by having served with the Heartland Humane Society for six years, supporting efforts to relocate operations to the new facility, is active and served as past president of Dakota Prairie Quilt Guild, numerous boards at Trinity Lutheran, and is current President of the Yankton Morning Optimists.

Together Jake and Sandy have been members of Yankton Regional Aviation Association, establishing the Fly-In Breakfasts as an annual event since 1997. They donate flights for charities, host pizza parties in their hangar, initiated Yankton's Air Show in 2019, and were instrumental in development of the T-38 Airplane Static Display at Yankton's Chan Gurney Municipal Airport.

The couple also lives their faith, having filled leadership and service roles through Trinity Lutheran Church; and,

WHEREAS, The Hoffners are especially proud of their wonderful family they raised to represent the strong family values that Yankton County promotes,

WHEREAS, the Yankton County Board of Commissioners identify the strength of the future will depend on those committed to selfless service to others as exemplified by Jake and Sandy, and,

**NOW, THEREFORE, BE IT RESOLVED:**  
WHEREAS, the Yankton County Commission declares  
**JAKE AND SANDY HOFFNER DAY**  
in our great Yankton County.

Dated this 29<sup>th</sup> day of October 2021,  
in Yankton, South Dakota.

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02258	DAN KLIMISCH	I-202110289704	101-5-111-42700	TRAVEL-COMMISSIONERS		75.60
DEPARTMENT 111 COMMISSIONERS						TOTAL: 75.60

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02062 11-02-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 120 ELECTIONS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12016	MCLEOD'S PRINTING & OFF	I-202110289738	101-5-120-42200	SUPPLIES-ELECTIONS		41.39
01-16017	QUALIFIED PRESORT SERVI	I-202110299799	101-5-120-42600	SUPPLIES-ELECTIONS		30.85
01-21042	VERIZON	I-202110299802	101-5-120-42400	RENTALS-ELECTIONS		280.07
DEPARTMENT 120 ELECTIONS TOTAL:						352.31

VENDOR SET: 01 Yankton County  
PACKET: 02062 11-02-2021 CLAIMS  
FUND : 101 GENERAL FUND  
DEPARTMENT: 130 COURT

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02155	CERTIFIED LANGUAGES INT	I-202110299763	101-5-130-42200	PROF SERVICES-CRT		250.80
01-03558	LARSON & NIPE ATTORNEYS	I-202110289714	101-5-130-42200	PROF SERVICES-CRT		1,733.20
01-03558	LARSON & NIPE ATTORNEYS	I-202110289715	101-5-130-42200	PROF SERVICES-CRT		17,348.21
01-03599		I-202110289686	101-5-130-42210	JUROR FEES-CRT		50.84
01-03601		I-202110289687	101-5-130-42210	JUROR FEES-CRT		51.68
01-03607		I-202110289688	101-5-130-42210	JUROR FEES-CRT		51.68
01-03615		I-202110289689	101-5-130-42210	JUROR FEES-CRT		52.52
01-03616		I-202110289690	101-5-130-42210	JUROR FEES-CRT		51.68
01-03617		I-202110289691	101-5-130-42210	JUROR FEES-CRT		50.84
01-03619		I-202110289692	101-5-130-42210	JUROR FEES-CRT		50.00
01-05215	FOX & YOUNGBERG PC	I-202110289728	101-5-130-42200	PROF SERVICES OCT 2021-CRT		15,000.00
01-05215	FOX & YOUNGBERG PC	I-202110289729	101-5-130-42200	PROF SERVICES-CRT		774.80
01-08036	CLOVIA DEE	I-202110299779	101-5-130-42200	PROF SERVICES-CRT		791.40
01-10061	KENNEDY PIER LOFTUS & R	I-202110289732	101-5-130-42200	PROF SERVICES-CRT		2,336.40
01-10061	KENNEDY PIER LOFTUS & R	I-202110289733	101-5-130-42200	PROF SERVICES-CRT		375.30
01-10094	KOLETZKY LAW OFFICE, PR	I-202110289734	101-5-130-42230	DELINQUENT/MINOR-CRT		455.40
01-10094	KOLETZKY LAW OFFICE, PR	I-202110289735	101-5-130-42230	DELINQUENT/MINOR-CRT		752.40
01-11080	LACROIX LAW OFFICE	I-202110289736	101-5-130-42220	NEGLECTED-CRT		611.75
01-18332	SANFORD HEALTH PATHOLOG	I-202110289744	101-5-130-42200	PROF SERVICES-CRT		1,200.00
01-18801	DEAN SCHAEFER	I-202110289747	101-5-130-42200	PROF SERVICES-CRT		342.00

DEPARTMENT 130 COURT

TOTAL:

42,330.90



10/29/2021 2:32 PM DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER  
VENDOR SET: 01 Yankton County  
PACKET: 02062 11-02-2021 CLAIMS  
FUND : 101 GENERAL FUND  
DEPARTMENT: 141 AUDITOR

PAGE: 4  
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02735	RAMKOTA HOTEL & CONFERE	I-202110299770	101-5-141-42700	TRAVEL-AUDITOR		154.00
01-07281	PATTY HOJEM	I-202110289731	101-5-141-42700	TRAVEL-AUDITOR		239.08
01-16017	QUALIFIED PRESORT SERVI	I-202110299799	101-5-141-42600	SUPPLIES-SUDITOR		267.21
01-22241	ONE OFFICE SOLUTION	I-202110299803	101-5-141-42600	SUPPLIES-AUDITOR		379.16
DEPARTMENT 141 AUDITOR					TOTAL:	1,039.45

VENDOR SET: 01 Yankton County

PACKET: 02062 11-02-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 142 TREASURER

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-202110299799	101-5-142-42600	SUPPLIES-TREASURER		145.33
DEPARTMENT 142 TREASURER						TOTAL: 145.33

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-19004	TYLER TECHNOLOGIES	I-202110289749	101-5-143-42500	MAINTENANCE-DATA		56,719.65
DEPARTMENT 143 DATA PROCESSING TOTAL:						56,719.65

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02062 11-02-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 151 STATES ATTORNEY

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02483	CULLIGAN	I-202110299767	101-5-151-42600	SUPPLIES-STATES ATTY		8.75
01-03756	BRIANNA HAUGEN	I-202110289721	101-5-151-42700	TRAVEL-STATES ATTY		79.96
01-04156	EXECUTIVE MGMT FINANCE	I-202110299774	101-5-151-42600	SUPPLIES-STATES ATTY		33.50
01-18130	STAPLES CREDIT PLAN	I-202110289743	101-5-151-42600	SUPPLIES-STATES ATTY		231.40
DEPARTMENT 151 STATES ATTORNEY					TOTAL:	353.61

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02062 11-02-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 161 GOVERNMENT BUILDINGS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01011	BOMGAARS	I-202110299757	101-5-161-42600	SUPPLIES-GOVT CTR		38.48
01-02001	CITY OF YANKTON	I-202110299760	101-5-161-42800	UTILITIES-GOVT CTR		187.13
01-02001	CITY OF YANKTON	I-202110299760	101-5-161-42800	UTILITIES-GOVT CTR		1,910.36
01-02001	CITY OF YANKTON	I-202110299760	101-5-161-42800	UTILITIES-GOVT CTR		247.35
01-02001	CITY OF YANKTON	I-202110299777	101-5-161-42500	MAINTENANCE-GOVT CTR		16.50
01-02008	NAPA AUTO PARTS OF YANK	I-202110289701	101-5-161-42500	MAINTENANCE-GOVT CTR		159.99
01-09287	JCL SOLUTIONS	I-202110299781	101-5-161-42600	SUPPLIES-GOVT CTR		61.34
01-12167	MENARDS	I-202110299786	101-5-161-42600	SUPPLIES-GOVT CTR		87.21
01-12167	MENARDS	I-202110299786	101-5-161-42500	MAINTENANCE-GOVT CTR		126.08
01-13001	NORTHWESTERN ENERGY	I-202110299791	101-5-161-42800	UTILITIES-GOVT CTR		2,622.76
01-14018	O'CONNOR COMPANY	I-202110299794	101-5-161-42600	SUPPLIES-GOVT CTR		607.14

DEPARTMENT 161	GOVERNMENT BUILDINGS	TOTAL:	6,064.34
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VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02062 11-02-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 162 DIRECTOR OF EQUALIZATION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02745	SDAAO	I-202110289710	101-5-162-42700	TRAVEL-DOE		700.00
01-02745	SDAAO	I-202110289711	101-5-162-42700	TRAVEL-DOE		375.00
01-03194	JESSICA ATKINSON	I-202110289713	101-5-162-42600	SUPPLIES-DOE		55.69
01-03690	SOUTH DAKOTA DEPARTMENT	I-202110289719	101-5-162-42700	TRAVEL-DOE		452.00
01-06434	SKILLPATH	I-202110289730	101-5-162-42700	TRAVEL-DOE		897.00
01-16017	QUALIFIED PRESORT SERVI	I-202110299799	101-5-162-42600	SUPPLIES-DOE		42.67

DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL: 2,522.36

VENDOR SET: 01 Yankton County  
PACKET: 02062 11-02-2021 CLAIMS  
FUND : 101 GENERAL FUND  
DEPARTMENT: 163 REGISTER OF DEEDS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-04156	EXECUTIVE MGMT FINANCE	I-202110299774	101-5-163-42600	SUPPLIES-ROD		33.50
01-16017	QUALIFIED PRESORT SERVI	I-202110299799	101-5-163-42600	SUPPLIES-ROD		43.68
DEPARTMENT 163 REGISTER OF DEEDS TOTAL:						77.18



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VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID  
PACKET: 02062 11-02-2021 CLAIMS  
FUND : 101 GENERAL FUND  
DEPARTMENT: 165 VETERANS SERVICE OFFICER BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02735	RAMKOTA HOTEL & CONFERE	I-202110299769	101-5-165-42700	TRAVEL-VA		154.00
01-16017	QUALIFIED PRESORT SERVI	I-202110299799	101-5-165-42600	SUPPLIES-VA		7.25
01-21042	VERIZON	I-202110299802	101-5-165-42400	RENTALS-VA		40.01
01-22241	ONE OFFICE SOLUTION	I-202110299803	101-5-165-42600	SUPPLIES-VA		47.50
DEPARTMENT 165 VETERANS SERVICE OFFIC TOTAL:						248.76

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02062 11-02-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 169 SAFETY CENTER BUILDING

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02001	CITY OF YANKTON	I-202110299760	101-5-169-42800	UTILITIES-SAFETY CTR		639.66
01-02001	CITY OF YANKTON	I-202110299760	101-5-169-42800	UTILITIES-SAFETY CTR		247.36
01-02084	COLE PAPERS INC.	I-202110299762	101-5-169-42600	SUPPLIES-SAFETY CTR		1,322.85
01-12167	MENARDS	I-202110299786	101-5-169-42600	SUPPLIES-SAFETY CTR		53.34
01-13001	NORTHWESTERN ENERGY	I-202110299790	101-5-169-42800	UTILITIES-SAFETY CTR		9,601.18

DEPARTMENT 169 SAFETY CENTER BUILDING TOTAL: 11,864.39

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02062 11-02-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 211 SHERIFF

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01845	ROGER WOLFF	I-202110299764	101-5-211-42610	FUEL-SHERIFF		14.60
01-02265	XTREME CAR WASH	I-202110289705	101-5-211-42500	MAINTENANCE-SHERIFF		136.80
01-02265	XTREME CAR WASH	I-202110299766	101-5-211-42500	MAINTENANCE-SHERIFF		130.80
01-02483	CULLIGAN	I-202110299767	101-5-211-42600	SUPPLIES-SHERIFF		23.25
01-09196	JACKS UNIFORMS & EQUIPM	I-202110299780	101-5-211-42640	UNIFORMS-SHERIFF		53.95
01-12132	MIDCONTINENT COMMUNICAT	I-202110299784	101-5-211-42800	UTILITIES-SHERIFF		115.00
01-12167	MENARDS	I-202110299786	101-5-211-42600	SUPPLIES-SHERIFF		101.53
01-13252	NORTHTOWN AUTOMOTIVE	I-202110299792	101-5-211-42500	MAINTENANCE-SHERIFF		80.76
01-15118	PENNINGTON COUNTY JAIL	I-202110299797	101-5-211-42700	TRAVEL-SHERIFF		469.11
01-16017	QUALIFIED PRESORT SERVI	I-202110299799	101-5-211-42520	MAINTENANCE CONTRACTS-SHERIFF		126.99
01-19064	TIRE MUFFLER ALIGNMENT	I-202110289750	101-5-211-42500	MAINTENANCE-SHERIFF		105.94
01-22241	ONE OFFICE SOLUTION	I-202110299803	101-5-211-42520	MAINTENANCE CONTRACTS-SHERIFF		46.57

DEPARTMENT 211 SHERIFF

TOTAL:

1,405.30

BANK: ALL

DEPARTMENT 212	COUNTY JAIL	TOTAL:	20,447.03
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VENDOR SET: 01 Yankton County  
PACKET: 02062 11-02-2021 CLAIMS  
FUND : 101 GENERAL FUND  
DEPARTMENT: 216 JUVENILE DETENTION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12002	MINNEHAHA COUNTY JUVENI	I-202110299798	101-5-216-42400	RENTALS-JUVENILE DETENTION		17,324.00
DEPARTMENT 216 JUVENILE DETENTION TOTAL:						17,324.00

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VENDOR SET: 01 Yankton County ITEMS PRINTED: PAID, UNPAID  
PACKET: 02062 11-02-2021 CLAIMS  
FUND : 101 GENERAL FUND  
DEPARTMENT: 226 YANKTON AREA SEARCH & RES BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00090	KOPETSKY'S ACE HARDWARE	I-202110299753	101-5-226-42600	SUPPLIES-YASR		168.30
01-12167	MENARDS	I-202110299786	101-5-226-42600	SUPPLIES-YASR		439.73
DEPARTMENT 226 YANKTON AREA SEARCH & TOTAL:						608.03

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-202110299799	101-5-411-42600	SUPPLIES-POOR RELIEF		56.70
01-22429	WINTZ & RAY FUNERAL HOM	I-202110289751	101-5-411-42200	PROF SERVICES-POOR RELIEF		1,250.00
DEPARTMENT 411 CARE OF POOR				TOTAL:		1,306.70



VENDOR SET: 01 Yankton County  
PACKET: 02062 11-02-2021 CLAIMS  
FUND : 101 GENERAL FUND  
DEPARTMENT: 421 PUBLIC HEALTH NURSE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-202110299799	101-5-421-42600	SUPPLIES-NURSE		19.48
DEPARTMENT 421 PUBLIC HEALTH NURSE TOTAL:						19.48

VENDOR SET: 01 Yankton County  
PACKET: 02062 11-02-2021 CLAIMS  
FUND : 101 GENERAL FUND  
DEPARTMENT: 424 AMBULANCE

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00074	avera health dba AVERA	I-202110289693	101-5-424-42600	SUPPLIES-AMBULANCE		60.00
01-00269	avera sacred heart hosp	I-202110289694	101-5-424-42600	SUPPLIES-AMBULANCE		1,184.26
01-00311	sacred heart health ser	I-202110289695	101-5-424-42200	PROF SERVICES-AMBULANCE		1,500.00
01-01200	vast business	I-202110299758	101-5-424-42800	UTILITIES-AMBULANCE		177.55
01-02001	CITY OF YANKTON	I-202110299760	101-5-424-42800	UTILITIES-AMBULANCE		587.28
01-02125	CREDIT COLLECTION SERVI	I-202110289703	101-5-424-42600	SUPPLIES-AMBULANCE		536.63
01-02690	CINTAS	I-202110289708	101-5-424-42600	SUPPLIES-AMBULANCE		100.00
01-03566	QUICK MED CLAIMS	I-202110289718	101-5-424-42600	SUPPLIES-AMBULANCE		3,841.62
01-12129	MATHESON TRI-GAS INC. d	I-202110289739	101-5-424-42600	SUPPLIES-AMBULANCE		175.35
01-12167	MENARDS	I-202110299786	101-5-424-42600	SUPPLIES-AMBULANCE		50.78
01-12237	MOTOROLA SOLUTIONS INC	I-202110299787	101-5-424-42600	SUPPLIES-AMBULANCE		5,212.96
01-17015	ROGER'S FAMILY PHARMACY	I-202110289742	101-5-424-42600	SUPPLIES-AMBULANCE		122.43
01-18348	SANFORD USD MEDICAL CEN	I-202110289745	101-5-424-42200	PROF SERVICES-AMBULANCE		2,700.00
DEPARTMENT 424				AMBULANCE	TOTAL:	16,248.86

VENDOR SET: 01 Yankton County  
PACKET: 02062 11-02-2021 CLAIMS  
FUND : 101 GENERAL FUND  
DEPARTMENT: 444 MENTAL HEALTH CENTERS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03276	DAKOTABILITIES	I-202110299771	101-5-444-00000	CARE-MI		540.00
DEPARTMENT 444 MENTAL HEALTH CENTERS TOTAL:						540.00

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02062 11-02-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 445 MENTAL ILLNESS BOARD

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01765	DARCY LOCKWOOD	I-202110299759	101-5-445-00000	HEARINGS-MI		27.00
01-10118	MARK KATTERHAGEN	I-202110299782	101-5-445-00000	HEARINGS-MI		27.00
01-11005	LEWIS & CLARK BEHAVIORA	I-202110289737	101-5-445-00000	HEARINGS-MI		1,656.00
01-11092	LUCILLE M. LEWNO	I-202110299783	101-5-445-00000	HEARINGS-MI		551.56
01-12134	MINNEHAHA COUNTY AUDITO	I-202110299785	101-5-445-00000	HEARINGS-MI		233.17

DEPARTMENT 445 MENTAL ILLNESS BOARD TOTAL: 2,494.73

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02062 11-02-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 611 COUNTY EXTENSION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00090	KOPETSKY'S ACE HARDWARE	I-202110299753	101-5-611-42600	SUPPLIES-EXTENSION		25.98
01-01200	VAST BUSINESS	I-202110299758	101-5-611-42800	UTILITIES-EXTENSION		379.30
01-02001	CITY OF YANKTON	I-202110299760	101-5-611-42800	UTILITIES-EXTENSION		73.38
01-02520	KATIE DOTY	I-202110289707	101-5-611-42700	TRAVEL-EXTENSION		42.68
01-07582	HY-VEE	I-202110299776	101-5-611-42900	OTHER/4H-EXTENSION		12.86
01-12371	MIDAMERICAN ENERGY	I-202110299788	101-5-611-42800	UTILITIES-EXTENSION		8.52
01-14005	OLSON'S PEST TECHNICIAN	I-202110299793	101-5-611-42500	MAINTENANCE-EXTENSION		150.00

DEPARTMENT 611	COUNTY EXTENSION	TOTAL:	692.72
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VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02062 11-02-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 711 PLANNING &amp; ZONING

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-15188	PHEASANTLAND INDUSTRIES	I-202110289741	101-5-711-42600	SUPPLIES-ZONING		17.06
01-16017	QUALIFIED PRESORT SERVI	I-202110299799	101-5-711-42600	SUPPLIES-ZONING		19.26
DEPARTMENT 711 PLANNING & ZONING TOTAL:						36.32
FUND 101 GENERAL FUND TOTAL:						182,917.05

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	VAST BUSINESS	I-202110299758	207-5-225-42800	UTILITIES-E911		114.30
01-02692	CENTURYLINK	I-202110289709	207-5-225-42800	UTILITIES-E911		83.20
01-02692	CENTURYLINK	I-202110299768	207-5-225-42800	UTILITIES-E911		75.52
DEPARTMENT 225 LOCAL EMERGENCY PLANNI TOTAL:						273.02
FUND 207 EMERGENCY 911 FUND TOTAL:						273.02



VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02062 11-02-2021 CLAIMS

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-202110299753	226-5-222-42600	SUPPLIES-EDS		483.51
01-02106	CREATIVE PRODUCT SOURCE	I-202110289702	226-5-222-42600	SUPPLIES-EDS		206.05
01-02159	CLUBHOUSE HOTEL & SUITE	I-202110299765	226-5-222-42700	TRAVEL-EDS		1,220.52
01-02359	CLARKS RENTAL INC.	I-202110289706	226-5-222-42600	SUPPLIES-EDS		135.00
01-04023	ECHO GROUP	I-202110299773	226-5-222-42600	SUPPLIES-EDS		350.00
01-12371	MIDAMERICAN ENERGY	I-202110299789	226-5-222-42800	UTILITIES-EDS		8.00
01-16017	QUALIFIED PRESORT SERVI	I-202110299799	226-5-222-42600	SUPPLIES-EDS		1.74
01-18610	TWO WAY SOLUTIONS INC	I-202110289746	226-5-222-42200	PROF SERVICES-EDS		275.00
01-22241	ONE OFFICE SOLUTION	I-202110299803	226-5-222-42600	SUPPLIES-EDS		190.00
01-22259	THOMSON REUTERS - WEST	I-202110299804	226-5-222-42700	TRAVEL-EDS		900.33

DEPARTMENT	222	EMERGENCY MANAGEMENT	TOTAL:	3,770.15
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FUND	226	EMERGENCY MANAGEMENT	TOTAL:	3,770.15
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VENDOR SET: 01 Yankton County  
PACKET: 02062 11-02-2021 CLAIMS  
FUND : 229 DOMESTIC ABUSE  
DEPARTMENT: 434 DOMESTIC ABUSE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01798	RIVER CITY DOMESTIC VIO I-202110289700		229-5-434-00000	2021 ALLOCATED EDS WOMEN ABUS		10,000.00
				DEPARTMENT 434 DOMESTIC ABUSE	TOTAL:	10,000.00
				FUND 229 DOMESTIC ABUSE	TOTAL:	10,000.00

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT		
01-00090	KOPETSKY'S ACE HARDWARE	I-202110299753	233-5-920-00000	GOVERNMENT BUILDINGS		481.23		
01-03755	DAKOTA BASEMENT SYSTEMS	I-202110289720	233-5-920-00000	GOVERNMENT BUILDINGS		10,552.30		
01-05008	FEJFAR PLUMBING & HEAT	I-202110289727	233-5-920-00000	GOVERNMENT BUILDINGS		14,256.00		
01-12167	MENARDS	I-202110299786	233-5-920-00000	GOVERNMENT BUILDINGS		47.47		
				DEPARTMENT 920	GOVERNMENT BUILDINGS	TOTAL:	25,337.00	
				FUND	233	COUNTY BUILDING	TOTAL:	25,337.00

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02062 11-02-2021 CLAIMS

FUND : 248 24/7 SOBRIETY FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03560	DONAHOE LAW FIRM PC	I-202110289725	248-4-34230	SOBRIETY TESTING-REFUND		40.00
01-03757		I-202110289722	248-4-34230	SOBRIETY TESTING-REFUND		3.00
01-03758		I-202110289723	248-4-34230	SOBRIETY TESTING-REFUND		10.00
01-03759		I-202110289724	248-4-34230	SOBRIETY TESTING-REFUND		17.00
01-03761		I-202110289726	248-4-34230	SOBRIETY TESTING-REFUND		9.00
DEPARTMENT 0000 NON-DEPARTMENTAL					TOTAL:	79.00

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-15051	PHARMCHEM. INC.	I-202110289740	248-5-212-42600	SUPPLIES-24/7		1,873.75
01-15051	PHARMCHEM. INC.	I-202110299795	248-5-212-42600	SUPPLIES-24/7		2,322.00
DEPARTMENT 212 24/7 PROGRAM						TOTAL: 4,195.75
FUND 248 24/7 SOBRIETY FUND						TOTAL: 4,274.75

VENDOR SET: 01 Yankton County  
PACKET: 02062 11-02-2021 CLAIMS  
FUND : 250 M & P R FUND  
DEPARTMENT: 163 MOD & PRESERV RELIEF

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22241	ONE OFFICE SOLUTION	I-202110299803	250-5-163-42900	OTHER-M & PR FUND		399.28
DEPARTMENT 163 MOD & PRESERV RELIEF TOTAL:						399.28
FUND 250 M & P R FUND TOTAL:						399.28

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT		
01-03561	BOKF, NA	I-202110289716	402-5-000-00000	PRINCIPAL & INTEREST-DEBT SER		584,973.75		
01-03561	BOKF, NA	I-202110289717	402-5-000-00000	AGENT FEE-DEBT SERV		400.00		
				DEPARTMENT 000	MISC	TOTAL:	585,373.75	
				FUND	402	DEBT SERVICE	TOTAL:	585,373.75

VENDOR SET: 01 Yankton County  
PACKET: 02062 11-02-2021 CLAIMS  
FUND : 759 CLEARING FUND  
DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03757		I-202110289722	759-4-34217	CAM DAILY FEE-REFUND		3.00
01-03761		I-202110289726	759-4-34217	CAM DAILY FEE-REFUND		17.00
DEPARTMENT 0000 NON-DEPARTMENTAL						TOTAL: 20.00
FUND 759 CLEARING FUND						TOTAL: 20.00



VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03757		I-202110289722	768-4-34230	SCRAM-REFUND		15.00
01-03761		I-202110289726	768-4-34230	STATE PARTICIPATION FEE-REFUN		10.00
01-03761		I-202110289726	768-4-34230	SCRAM-REFUND		85.00
DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL:						110.00
FUND 768 ST WIDE 24/7 SOBRIETY TOTAL:						110.00
REPORT GRA TOTAL:						812,475.00

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2021	101-5-111-42700	TRAVEL	75.60	10,000	1,901.11				
	101-5-120-42200	PROFESSIONAL SERVICE & FEE	41.39	0	41.39-	Y			
	101-5-120-42400	RENTALS	280.07	4,126	5,911.83-	Y			
	101-5-120-42600	SUPPLIES	30.85	1,200	100.90-	Y			
	101-5-130-42200	PROFESSIONAL SERVICE & FEE	40,152.11	400,000	10,011.59				
	101-5-130-42210	JUROR-WITNESS-HEARINGS-LAB	359.24	50,000	21,533.20				
	101-5-130-42220	NEGLECTED	611.75	50,000	42,880.65				
	101-5-130-42230	DELINQUENT & MINOR	1,207.80	15,000	6,108.60				
	101-5-141-42600	SUPPLIES	646.37	10,000	4,953.14				
	101-5-141-42700	TRAVEL	393.08	2,400	322.09-	Y			
	101-5-142-42600	SUPPLIES	145.33	13,000	2,540.25				
	101-5-143-42500	REPAIRS & MAINTENANCE	56,719.65	41,179	46,010.04-	Y			
	101-5-151-42600	SUPPLIES	273.65	8,800	4,669.79				
	101-5-151-42700	TRAVEL	79.96	5,500	3,267.15				
	101-5-161-42500	REPAIRS & MAINTENANCE	302.57	25,000	7,706.38				
	101-5-161-42600	SUPPLIES	794.17	12,000	3,677.27-	Y			
	101-5-161-42800	UTILITIES	4,967.60	72,000	15,918.91				
	101-5-162-42600	SUPPLIES	98.36	10,000	2,113.35				
	101-5-162-42700	TRAVEL	2,424.00	16,300	6,270.89				
	101-5-163-42600	SUPPLIES	77.18	3,000	232.70				
	101-5-165-42400	RENTALS	40.01	625	45.04-	Y			
	101-5-165-42600	SUPPLIES	54.75	820	30.63-	Y			
	101-5-165-42700	TRAVEL	154.00	1,600	856.61				
	101-5-169-42600	SUPPLIES	1,376.19	19,000	6,209.60				
	101-5-169-42800	UTILITIES	10,488.20	137,000	18,027.12				
	101-5-211-42500	REPAIRS & MAINTENANCE	454.30	28,587	16,218.33				
	101-5-211-42520	MAINTENANCE CONTRACTS	173.56	10,000	3,082.29				
	101-5-211-42600	SUPPLIES	124.78	6,800	5,054.44				
	101-5-211-42610	FUEL	14.60	38,240	14,664.72				
	101-5-211-42640	UNIFORMS	53.95	3,240	761.90				
	101-5-211-42700	TRAVEL	469.11	11,250	5,347.87				
	101-5-211-42800	UTILITIES	115.00	3,000	2,530.00				
	101-5-212-42200	PROFESSIONAL SERVICES	11,234.50	115,000	55,362.08				
	101-5-212-42210	FOOD SERVICE	4,052.57	225,000	96,953.30				
	101-5-212-42220	INMATE MEDICAL LIAB INSURA	1,104.00	16,390	7,211.48				
	101-5-212-42520	MAINTENANCE CONTRACTS	268.09	15,000	14,331.09				
	101-5-212-42540	AUTO EXPENSE	710.00	4,590	3,008.38				
	101-5-212-42600	SUPPLIES	3,077.87	40,000	4,729.24				
	101-5-216-42400	RENTALS	17,324.00	100,000	4,193.47-	Y			
	101-5-226-42600	SUPPLIES	608.03	7,782	1,399.55				
	101-5-411-42200	PROFESSIONAL SERVICE & FEE	1,250.00	50,000	24,632.05				
	101-5-411-42600	SUPPLIES	56.70	3,000	143.30				
	101-5-421-42600	SUPPLIES	19.48	1,350	323.85				
	101-5-424-42200	PROFESSIONAL SERVICE & FEE	4,200.00	74,455	23,666.98				

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-5-424-42600	SUPPLIES	11,284.03	104,500	5,932.72				
	101-5-424-42800	UTILITIES	764.83	32,130	10,319.95				
	101-5-444-00000	MISC	540.00	108,419	1,259.66				
	101-5-445-00000	MISC	2,494.73	100,000	53,528.76				
	101-5-611-42500	REPAIRS & MAINTENANCE	150.00	7,000	2,899.76-	Y			
	101-5-611-42600	SUPPLIES	25.98	5,500	3,166.31				
	101-5-611-42700	TRAVEL	42.68	3,500	2,456.67				
	101-5-611-42800	UTILITIES	461.20	8,000	68.89-	Y			
	101-5-611-42900	OTHER	12.86	5,000	2,154.03				
	101-5-711-42600	SUPPLIES	36.32	4,150	804.63				
	207-5-225-42800	UTILITIES	273.02	44,000	24,474.36				
	226-5-222-42200	PROFESSIONAL SERVICE & FEE	275.00	14,298	1,739.09				
	226-5-222-42600	SUPPLIES	1,366.30	41,879	10,809.72				
	226-5-222-42700	TRAVEL	2,120.85	8,514	1,980.83				
	226-5-222-42800	UTILITIES	8.00	17,700	6,363.55				
	229-5-434-00000	MISC	10,000.00	10,000	0.00				
	233-5-920-00000	MISC	25,337.00	60,000	12,963.76-	Y			
	248-4-34230	SOBRIETY TESTIN*NON-EXPENS	79.00	70,000-	4,686.50-				
	248-5-212-42600	SUPPLIES	4,195.75	31,830	5,026.93-	Y			
	250-5-163-42900	M & PR EXPENSE	399.28	7,000	498.07-	Y			
	402-5-000-00000	DEBT SERVICE	585,373.75	617,000	1,252.50				
	759-4-34217	SCRAM BRACELETS*NON-EXPENS	20.00	0	202.00				
	768-4-34230	SOBRIETY TESTIN*NON-EXPENS	110.00	0	460.00-				
	** 2021 YEAR TOTALS		812,475.00						

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
101-111	COMMISSIONERS	75.60
101-120	ELECTIONS	352.31
101-130	COURT	42,330.90
101-141	AUDITOR	1,039.45
101-142	TREASURER	145.33
101-143	DATA PROCESSING	56,719.65
101-151	STATES ATTORNEY	353.61
101-161	GOVERNMENT BUILDINGS	6,064.34
101-162	DIRECTOR OF EQUALIZATION	2,522.36
101-163	REGISTER OF DEEDS	77.18
101-165	VETERANS SERVICE OFFICER	248.76
101-169	SAFETY CENTER BUILDING	11,864.39

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
101-211	SHERIFF	1,405.30
101-212	COUNTY JAIL	20,447.03
101-216	JUVENILE DETENTION	17,324.00
101-226	YANKTON AREA SEARCH & RES	608.03
101-411	CARE OF POOR	1,306.70
101-421	PUBLIC HEALTH NURSE	19.48
101-424	AMBULANCE	16,248.86
101-444	MENTAL HEALTH CENTERS	540.00
101-445	MENTAL ILLNESS BOARD	2,494.73
101-611	COUNTY EXTENSION	692.72
101-711	PLANNING & ZONING	36.32
-----		
101 TOTAL	GENERAL FUND	182,917.05
207-225	LOCAL EMERGENCY PLANNING	273.02
-----		
207 TOTAL	EMERGENCY 911 FUND	273.02
226-222	EMERGENCY MANAGEMENT	3,770.15
-----		
226 TOTAL	EMERGENCY MANAGEMENT	3,770.15
229-434	DOMESTIC ABUSE	10,000.00
-----		
229 TOTAL	DOMESTIC ABUSE	10,000.00
233-920	GOVERNMENT BUILDINGS	25,337.00
-----		
233 TOTAL	COUNTY BUILDING	25,337.00
248	NON-DEPARTMENTAL	79.00
248-212	24/7 PROGRAM	4,195.75
-----		
248 TOTAL	24/7 SOBRIETY FUND	4,274.75
250-163	MOD & PRESERV RELIEF	399.28
-----		
250 TOTAL	M & P R FUND	399.28
402-000	MISC	585,373.75
-----		
402 TOTAL	DEBT SERVICE	585,373.75

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
759	NON-DEPARTMENTAL	20.00
-----		
759 TOTAL	CLEARING FUND	20.00
768	NON-DEPARTMENTAL	110.00
-----		
768 TOTAL	ST WIDE 24/7 SOBRIETY FUN	110.00
-----		
** TOTAL **		812,475.00

NO ERRORS

\*\* END OF REPORT \*\*

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00269	AVERA SACRED HEART HOSP	I-202110299778	101-5-441-00010	PROF SERVICES-MI		96,000.00
DEPARTMENT 441 MENTLLY HANDICAPPED TOTAL:						96,000.00
FUND 101 GENERAL FUND TOTAL:						96,000.00
REPORT GRA TOTAL:						96,000.00

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2021	101-5-441-00010	PROFESSIONAL SERVICE & FEE	96,000.00	0	96,000.00-	Y			
** 2021 YEAR TOTALS			96,000.00						

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
101-441	MENTLLY HANDICAPPED	96,000.00
-----		
101 TOTAL	GENERAL FUND	96,000.00
-----		
** TOTAL **		96,000.00

NO ERRORS

\*\* END OF REPORT \*\*

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 10/01/2021

PAY PERIOD ENDING: 10/29/2021

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

-----EARNINGS-----			----BENF/REIMB----		-----DEDUCTIONS-----				-----TAXES-----			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABEV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	0.00	299,008.38	VEH	45.00	010	PENSU	5667.25	539.41	FED W/H	473,376.75	36,027.66	
HOUR	7,406.50	132,985.67			011	ROTH	2150.00		FICA	509,751.66	31,604.58	31604.58
OVERT	237.00	6,787.33			020	AFLAC	1230.83		MEDI	509,751.66	7,391.72	7391.72
VAC	918.75	6,773.43			030	COL	352.03					
SICK	582.50	5,276.57			045	GARN	293.24					
MEALS	0.00	14.00			050	OPTLG	332.85					
CELL	0.00	1,250.00			051	UWAY	10.00					
PREM	0.00	63,749.20			080	LEGAL	25.90					
LONG	0.00	741.67			086	CHLDS	578.00					
VACPO	0.00	4,932.22			100	NRS	69.44					
HOL	8.00	0.00			11	SDRS6	18992.50	18992.50				
FNRL	47.00	227.70			12	SDRS8	11645.72	11645.72				
SPO	0.00	3,099.93			410	FLEXA	4380.46					
					420	LIFE	341.43					
					430	FLEXC	936.71					
					440	VSP	307.25					
					450	DELTA	1520.12					
					460	AVERA	3875.08					
					462	AVERA		571.71				
					463	HSA-1		8035.30				
					464	HSA	1754.32					
					465	HSA-2		17723.01				
					466	COHSA		1530.87				
					467	COPAY	2032.65					
					470	AVERA		27840.60				
					P7	SPOUS	193.56					
TOTALS:	9,199.75	524,846.10		45.00			56689.34	86879.12			75,023.96	38996.30

-----DEPARTMENT RECAP-----									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
101-111	5,690.86	5,690.86	0.00	0.00	0.00	0.00	0.00	471.81	5,219.05
101-141	18,483.30	15,790.07	243.23	0.00	2,450.00	0.00	1,906.38	2,848.50	13,728.42
101-142	21,470.76	17,962.76	0.00	0.00	3,508.00	0.00	1,737.78	3,148.94	16,584.04
101-151	40,192.26	36,171.28	0.00	0.00	4,020.98	0.00	2,981.69	6,195.47	31,015.10
101-161	17,107.20	11,001.60	0.00	2,263.21	3,797.39	45.00	1,432.02	2,371.94	13,258.24
101-162	25,767.88	22,567.88	0.00	0.00	3,200.00	0.00	3,419.35	2,744.83	19,603.70
101-163	15,685.28	12,505.14	0.00	0.00	3,180.14	0.00	982.61	2,463.02	12,239.65
101-165	4,022.30	3,238.56	33.74	0.00	750.00	0.00	337.44	519.68	3,165.18
101-211	81,805.00	68,392.61	0.00	0.00	13,412.39	0.00	11,335.78	12,456.97	58,012.25



DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 10/01/2021

PAY PERIOD ENDING: 10/29/2021

## -----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
101-212	94,103.55	80,746.28	0.00	0.00	13,357.27	0.00	13,513.84	12,351.31	68,238.40
101-213	2,981.25	2,650.00	0.00	0.00	331.25	0.00	0.00	426.90	2,554.35
101-421	4,356.41	3,592.41	0.00	0.00	764.00	0.00	606.44	347.30	3,402.67
101-424	72,249.60	53,952.06	6,046.28	3,122.20	9,129.06	0.00	3,431.01	10,922.64	57,895.95
101-611	8,820.81	7,220.81	0.00	0.00	1,600.00	0.00	624.28	1,254.77	6,941.76
101-612	3,347.38	2,597.38	0.00	0.00	750.00	0.00	350.84	397.98	2,598.56
101-711	11,107.25	10,357.25	0.00	0.00	750.00	0.00	2,071.17	1,501.73	7,534.35
201-311	85,880.34	67,361.01	30.05	6,892.29	11,596.99	0.00	10,843.55	12,803.92	62,232.87
226-222	10,024.04	8,798.54	434.03	0.00	791.47	0.00	1,115.16	1,540.38	7,368.50
248-212	1,795.63	1,397.55	0.00	0.00	398.08	0.00	0.00	255.87	1,539.76
TOTALS	524,891.10	431,994.05	6,787.33	12,277.70	73,787.02	45.00	56,689.34	75,023.96	393,132.80

REGULAR INPUT: 140

MANUAL INPUT: 116

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 256

**Action 21410Hwy:** A motion was made by Loest and seconded by Fox to transfer \$434,647 to the Highway Department from American Rescue Plan (ARPA) dollars under the revenue loss category. All present voted aye; motion carried, 5-0.

ANNUAL BUDGET FOR YANKTON COUNTY, SD  
For the Year January 1, 2022 to December 31, 2022

Tax Levy in		
COUNTY TAX LEVIES	Dollars	\$'s/1,000
WITHIN LIMITED LEVY:		
* General County Purposes (10-12-9)	6,702,231.00	3.080
Library		
LIMITED LEVY (10-12-21) - SUB TOTAL		
OUTSIDE LIMITED LEVY:	6,702,231.00	3.080
County Snow Removal Fund (34-5-2)		
County Road and Bridge (10-12-13)		
Courthouse, Jail, etc., Bldg. (7-25-1)	60,000.00	0.028
Bond Interest Sinking (7-24-18)		
Ag Building (7-27-1)		
UNLIMITED LEVY - SUB TOTAL	60,000.00	0.028
LIMITED AND UNLIMITED LEVY - SUB-TOTAL	6,762,231.00	3.108
OTHER SPECIAL LEVIES		
Secondary Road (Unorg. PT-76) (31-12-27)	364,667.00 50,000.00	0.643 0.088
Fire Protection (34-31-3)		
TOTAL TAXES LEVIED BY COL	7,176,898.00	3.839

\* These Amounts include the 25% to be distributed to cities.

As of October 5, 2021 these levies are not approved by the Department of Revenue

RESOLUTION

ADOPTION OF ANNUAL BUDGET FOR YANKTON County, South Dakota

Whereas, (7-21-5 thru 13), SDCL provides that the Board of County Commissioners shall each year prepare a Provisional Budget of all contemplated expenditures and revenues of the County and all its institutions and agencies for such fiscal year and, Whereas, the Board of County Commissioners did prepare a Provisional Budget and cause same to be published by law, and Whereas, due and legal notice has been given to the meeting of the Board of County Commissioners for the consideration of such Provisional Budget and all changes, elimination's and additions have been made thereto.

NOW THEREFORE BE IT RESOLVED, That such provisional budget as amended and all its purposes, schedules, appropriations, amounts, estimates and all matters therein set forth, SHALL BE APPROVED AND ADOPTED AS THE ANNUAL BUDGET OF THE APPROPRIATION AND EXPENDITURES FOR Yankton County, South Dakota and all its institutions and agencies for calendar year beginning January 1, 2022 and ending December 31, 2022 and the same is hereby approved and adopted by the Board of County Commissioners of Yankton County, South Dakota, this 5th day of October, 2022. The Annual Budget so adopted is available for public inspection during normal business hours at the office of the county auditor Yankton, County, South Dakota. The accompanying taxes are levied by Yankton County for the year January 1, 2022 through December 31, 2022.

BOARD OF COUNTY COMMISSIONERS OF Yankton County, South Dakota

Cheri Loest                      Chair  
  
Joseph Healy                  Commissioner  
  
Dan Klimisch                  Commissioner  
  
Wanda Howey-Fox          Commissioner  
  
Don Kettering                  Commissioner  
  
ATTEST    Karen Faerber      Deputy County Auditor

SECONDARY ROAD LEVI CORRECTION WAS .643  
NO MOTION NEEDED JUST IN THE MINUTES THAT  
I INFORMED THE BOARD.



321 W. 3rd St. Suite 209  
Yankton, SD 57078  
PH: (605) 260-4445  
FAX: (605) 668-9682

## REQUEST FOR PROPOSAL TO PROVIDE INFORMATION TECHNOLOGY SUPPORT SERVICES

COUNTY OF YANKTON  
REQUEST FOR PROPOSAL  
ISSUED \_\_\_\_\_, 2021  
PROPOSALS ARE DUE \_\_\_\_\_, \_\_\_\_\_, 2021

### SUBMIT COMPLETED APPLICATION TO:

County of Yankton  
Planning & Zoning  
Department  
Attention: Gary Vetter  
321 West Third Street,  
Ste. 209  
Yankton, SD 57078

Phone: (605) 260-4445  
gary@co.yankton.sd.us  
[www.co.yankton.sd.us](http://www.co.yankton.sd.us)

## INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

### I. Issuing Agency

This Request for Proposal (RFP) is issued by the County of Yankton, South Dakota, subsequently referred to as the "County."

### II. IT Services Request for Proposal (RFP) Specifications

To contract with the County of Yankton, applicants must be an established legal entity, which includes possessing a Federal Tax Identification Number, as required by IRS regulations, and a Uniform Business Identification Number, required by the South Dakota State Department of Revenue.

### III. Procurement Schedule

The following Time Table will be utilized for the awarding of a contract for the County's IT services and support:

Proposal Application Available \_\_\_\_\_, 2021

RFP Applicant's Inquiries Due \_\_\_\_\_, 2021 by \_\_\_\_\_

Answers to Applicants' Inquiries Released \_\_\_\_\_, 2021

Deadline for Submission \_\_\_\_\_, 2021 at \_\_\_\_\_

Evaluation and Negotiations Completed \_\_\_\_\_, 2021

Contract Award Recommended to Commission \_\_\_\_\_, 2021 Contract

Services Begin \_\_\_\_\_, 2021

### IV. General Instructions

#### a. Applicants' Inquiries

All applicants' inquiries are due on \_\_\_\_\_ by \_\_\_\_\_  
Questions may be sent via email to: [gary@co.yankton.sd.us](mailto:gary@co.yankton.sd.us)  
No inquiries, written or oral, will be accepted after this date.

In order for all potential Contractors to be treated equally, all questions raised regarding the Request for Proposal process and the responses made by the County of Yankton will be made available to all applicants.

Written responses to questions received through \_\_\_\_\_ will be posted online at [www.co.yankton.sd.us](http://www.co.yankton.sd.us) no later than \_\_\_\_\_. Any follow-up questions will be due by \_\_\_\_\_ with answers posted to the website by \_\_\_\_\_. No further questions will be taken after that time.

**b. Deadline for Submittal**

All proposal documents must be completed and received no later than \_\_\_\_\_ at the following address:

County of Yankton  
Attention: Gary Vetter  
321 West Third St., Ste. 209  
Yankton, SD 57078

**c. Format**

Proposal documents may be submitted in any reasonable format, as long as all information requested is included. See "Submittal Requirements" below.

Proposers shall submit one complete original and two (2) copies of the original proposal.

**d. Period of Performance**

The period of performance for contracts issued as a result of this RFP process will be for a five-year period (beginning on \_\_\_\_\_ and ending on \_\_\_\_\_). Mutually agreed-upon annual renewals may be made for three (3) one-year periods after that.

## **GUIDELINES FOR APPLICANTS**

### **I. Introduction**

The County of Yankton, South Dakota, is soliciting proposals from qualified professional vendors for Information Technology support services. The qualified vendor will maintain and improve information technology (IT) effectiveness, enhance its quality of services, minimize down time and support costs, ensure security of data, and maximize return on investment in IT. The County does not have a professional IT staff. The vendor will work in conjunction with County of Yankton Development Services Director as the main point of contact for the general county infrastructure, equipment, and employee needs.

### **II. Background Information**

The County of Yankton uses a wide variety of systems including but not limited to Windows domain network, domain controllers, file servers, print servers, one physical server (with two virtual machines for application servers), firewalls, wireless controllers, desktop systems, laptops/tablets, and VPN. Software includes Microsoft Office products, Microsoft Exchange, Adobe Acrobat, Windows 10, INCODE, Webroot Cloud antivirus, ProVal and Real Estate Tracker. We also have a hosted website management by third party, Security cameras and panic buttons.

### **III. Scope of Work**

The County of Yankton desires a fully outsourced IT management provider to provide proactive maintenance, support, and other IT related functions. The following details the minimum services to be provided to the County of Yankton in the area of information services:

#### **a. Initial Assessment**

With the assistance of county staff, compile an inventory of all information technology related assets, assess system assets, and make recommendations for improved county-wide IT system performance.

## **b. Desktop Applications Support**

Perform basic support functions including installation of PC's, laptops, printers, and software; diagnose and correct desktop application problems; configure laptops and desktops for standard applications; and identify and correct hardware problems, performing advanced troubleshooting. Assist designated County personnel with hardware and software purchases as needed. Assist with warranty and other technical support.

## **c. Server Administration Services**

Manage computer network and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Monitor server performance and capacity management services. Ensure scheduled preventive maintenance for equipment is promptly performed; develop back-up plans and procedural documentation for active servers to include the \_ month South Dakota State Digital archive backup. Confidentiality of information is vital. The selected vendor and their employees will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. All vendor employees with access to the County network will be required to undergo fingerprint background checks at the vendor's expense, training, and be expected to maintain CJIS security standards at all times.

## **d. Network Administration Services**

Scope of activity includes all County network equipment including switches, firewalls, routers, IP phone system and other security devices. Manage backup and disaster recovery systems. The scope also includes primary installation and maintenance of printers, network copiers/scanners, group policy, software updates, etc. as deemed necessary. Monitor network performance and capacity management services. Maintain county- wide network diagram.



#### **e. Security**

Maintenance of virus/malware detection and spam reduction programs on County servers, email and all other County computers and laptops. Perform security audits as requested and notify County personnel immediately of suspected breaches of security. Assist the County of Yankton in complying with best practices as well as ISB and CJIS requirements.

#### **f. Strategic Planning**

Provide technical leadership for all technology issues. Make recommendations for future purchasing and technology needs. Keep County up to date on new technology changes and uses that will enable the County to increase efficiency and reduce costs. Install equipment including new servers, software, and hardware and transfer data when required. Assist with policy formulation and application.

#### **g. Help Desk Support**

End user support must be timely, friendly, and professional. Urgent and emergent support must be available 24/7/365. Routine support must be available Monday – Friday from 7:00 a.m. to 5:00 p.m.

#### **h. End User Training**

Provide training for various technology as needed. This would normally be for common software or hardware used in a business setting or new equipment installed. This can be at the request of the County or when a need is identified by the vendor.

#### **i. Onsite Support**

Provide regular scheduled and dedicated onsite support sixteen (16) hours each month to address county-wide and/or departmental hardware and software issues. Additional onsite support may be needed for major projects.

**j. Public Records**

Provide assistance in public records key word searches through active and archived e-mail and network files of current and former employees. Preserve original metadata of e-mails and network files while saving contents to electronic files. Vendor must be knowledgeable in South Dakota State Public Record Laws.

**k. Computer Inventory and Disposal**

Vendor must provide monthly hardware inventory reporting and proper and legal electronic disposal of surplus electronic equipment.

**IV. Submittal Requirements**

The following information shall be required in the RFP submittal:

- Letter of Transmittal, to include:
  - Company name, address and telephone number of the firm submitting the proposal.
  - Copy of current W-9.
  - Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.
  - Provide a statement which includes the language “proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with the County.”
- General Vendor Information, to include:
  - Length of time in business.
  - Total number of clients and total number of public sector clients.

- Number of full-time personnel and number specifically assigned for customer support. Identify names and major certifications of key personnel who will actually provide the information technology services. Summarize the experience and technical expertise of these staff. The local availability of the staff providing these services will be an important consideration.
- Location of the office that would service our account.
- Describe your approach to providing these services and your methodology for providing ongoing support.
- Provide the name, title, address, and contact information of three (3) references of clients for whom you have provided similar services. Please provide information referencing the actual services provided, customer size (number of users), and the length of time you have provided services to this client.
- Support Services – Please answer the following:
  - Is help desk support available?
  - When is support available? (Indicate xx a.m. to xx p.m. and the days of the week.)
  - How are charges for support structures documented and tracked?
  - Describe your problem escalation process, including:
    - Initial problem identification.
    - Determination of priority and severity of problem.
    - Steps for resolving problem escalation when a solution is not forthcoming or an implemented solution is unsatisfactory.
  - Indicate your response time goals and your statistics regarding meeting that goal.

- As a County government, County departments include those of Auditor, Treasurer, Register of Deeds, Equalization, Veterans Services, Planning & Zoning, Ambulance, Emergency Management, Highway, Sheriff, States Attorney and 4-H. Explain your familiarity and experience in the support of the specialized technology requirements of these departments, including but not limited to HIPAA requirements. With the understanding that these departments operate on a 24/7, 365 days per year schedule, what would your availability be in the event of any technology issues requiring immediate attention during any non-routine business hours?
- Beyond the scope of the RFP, what services (related or otherwise) does your organization provide that could benefit and/or may be of interest to the County?
- Cost of Services:
  - The proposal must include a fee schedule that indicates either hourly rates or a flat monthly rate for the proposed services.
  - Describe how your services are priced, and any specific pricing you are able to provide.
  - Define any additional charges (e.g. travel expenses).
  - Define any tiers of service and costs associated with those tiers.

## **V. Evaluation and Criteria Process**

Staff will make a recommendation to the County Commission for their review and award of the contract. Staff will evaluate and rate each submittal based upon the following criteria:

<b>Evaluation Table</b>	<b>% of Points</b>
Experience & personnel experience	25%
Understanding of the County's needs and services to be provided	25%
Compatibility with end users and County staff needs	10%
Satisfaction of clients/end users	5%
Availability	5%
Cost	30%

## **VI. Contract**

The County anticipates a five-year contract that can be renewable for an additional (3) three one-year periods. Renewal of the contract will require County Commission reauthorization. All fees should be set for an annual term and clearly state that in the proposal. The County expects all submitting firms to consent to the County Scope of Work and Specifications. Exceptions desired must be noted in the proposal submittal. The County reserves the right to revise the stated contract terms and conditions prior to contract signature.

## **VII. Termination of Contract**

The contract may be terminated by mutual agreement in writing or it may be terminated at any time by either party by delivery of a sixty (60) day written notice to the other party.

## **VIII. Inquiries**

Inquiries regarding this RFP should be directed to:

County of Yankton  
IT Services  
Attention: Gary Vetter  
321 West Third St., Ste. 209  
Yankton, SD 57078  
Phone: (605) 260-4445  
Email: [gary@co.yankton.sd.us](mailto:gary@co.yankton.sd.us)

## **IX. Submission Instructions**

The County reserves the right to request additional written or oral information to supplement all written statements of qualifications or proposals.

Submit all material no later than \_\_\_\_\_, 2021 at \_\_\_\_\_ to:

County of Yankton  
IT Services  
Attention: Gary Vetter  
321 West Third St., Ste. 209  
Yankton, SD 57078

## **X. RFP Amendments**

The County reserves the right to change the schedule or issue amendments to the RFP at any time. The County also reserves the right to cancel or reissue the RFP.

## **XI. Vendor's Cost to Develop Proposal**

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the County.

## **XII. Withdrawal of Proposals**

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

## **XIII. Rejection of Proposals – Waiver of Informalities or Irregularities**

The County reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the County.

## **XIV. Single Response**

A single response to the RFP may be deemed a failure of competition, and in the best interest of the County of Yankton, this RFP may be terminated, re-advertised, or may choose to negotiate with submitting vendor.

#### **XV. Proposal Validity Period**

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the County and the successful vendor.

#### **XVI. Public Records**

Under South Dakota state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the "documents") become a public record upon submission to the County, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the County receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the County intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The County assumes no contractual obligation to enforce any exemption.

#### **XVII. Acquisition Authority**

This RFP and acquisition are authorized pursuant to SDCL\_\_\_\_\_.

#### **XVIII. Contract Award and Execution**

The County reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this

matter without obligation to the County.

The County reserves the right to request clarification of information submitted and to request additional information from any proposer.

Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell the County the services described in the attached specifications, or until one or more of the proposals have been approved by the County Commission, whichever occurs first.

The general conditions and specifications of the RFP and as proposed by the County and the successful vendor's response, as amended by agreements between the County and the vendor, will become part of the contract documents. Additionally, the County will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.

The vendor selected as the apparently successful vendor will be expected to enter into a contract with the County. The County reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the County Attorney.

If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the County may elect to cancel the award and award the contract to the next highest-ranked vendor.

#### **XIX. Defense, Indemnification, Hold Harmless and Insurance Requirements**

In addition to other standard contractual terms the County will need, the County will require the selected vendor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below.

Proposer shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this



Agreement, except for injuries and damages caused by the sole negligence of the County.

The vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor.

## **XX. Equal Opportunity Compliance**

The County is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity.

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.

## **XXI. Other Compliance Requirements**

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, permits, fees, taxes, and similar subjects.

## **XXII. Ownership of Documents**

Any reports, studies, conclusions, and summaries prepared by the Proposer shall become the property of the County.

## **XXIII. Confidentiality of Information**

All information and data furnished to the Proposer by the County, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the County. Any oral or written disclosure to unauthorized individuals is prohibited.

Applicant Names	Yes	No
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Heine		
-------	--	--

Keller		
--------	--	--

Kolda		
-------	--	--

Marquardt		
-----------	--	--

Nelson		
--------	--	--

NW Energy		
-----------	--	--

Schwarz B.		
------------	--	--

Schwarz R.		
------------	--	--

Steffen		
---------	--	--

Wiesler		
---------	--	--

Zimmerman		
-----------	--	--





RT Application Overall



**REZONE PETITION**  
**YANKTON COUNTY COMMISSION**  
321 WEST THIRD ST., #209  
YANKTON, SD 57401

To Whom it may concern,

I We the undersigned, do hereby petition the Yankton County Commission of Yankton County, South Dakota to rezone property as follows:

Legal Description:

NW 1/4 SE 1/4 and NE 1/4 SW 1/4, Section 16, T93N  
and R56W

General Area Location or Street Address: 4200 Alphonse Road  
From the Rural Transitional District  
To the Agricultural District

Purpose: To bring property into compliance

Parcel: 09-016-200-400

Existing Land Use: Farmplace / Residence / Farming

Petitioner: (Print) Ryan Heine  
Signature: Ryan Heine  
Date: 8/27/21 Phone: 605-760-3033  
Address: 4200 Alphonse Rd  
Yankton SD 57078  
City State Zip

Owner: (Print) Ryan Heine  
Signature: Ryan Heine  
Date: 8/27/21 Phone: 605-760-3033  
Address: 4200 Alphonse Rd  
Yankton SD 57078  
City State Zip

Additional Signatures may be submitted on a separate page.

**REZONE PETITION**

**YANKTON COUNTY COMMISSION**

321 WEST THIRD ST., #209

YANKTON, SD 57401

To Whom it may concern,

I We the undersigned, do hereby petition the Yankton County Commission of Yankton County, South Dakota to rezone property as follows:

Legal Description:

NW 1/4 SE 1/4 and NE 1/4 SW 1/4, Section 16, T93N  
and R56W

General Area Location or Street Address: 4200 Alphonse Road

From the Rural Transitional District

To the Agricultural District

Purpose: To bring property into compliance

Parcel: 09-016-200-400

Existing Land Use: Farmplace / Residence / Farming

Petitioner: (Print) Ryan Heine

Signature: [Signature]

Date: 8/27/21 Phone: 605 760 3033

Address: 4200 Alphonse Rd

Yankton SD 57078  
City State Zip

Owner: (Print) Patrick Heine

Signature: [Signature]

Date: 8-28-21 Phone: 402-890-1647

Address: 714 Blue Stem Circle

Norfolk NE 68701  
City State Zip

Additional Signatures may be submitted on a separate page.





W 7TH ST

LEADER LN

NEUL LN

DEER BLVD

ALPHONSE RD

PAIGE PL

ABBY AVE

SID ST

GREGG RD

MACY RD

S DEER BLVD

Proposed AG

09.016.400.200

09.016.200.100

09.016.225.200

09.016.225.100

09.016.200.250

09.016.200.255

09.016.200.200

09.016.200.300

09.016.300.200

09.015.300.100

09.015.400.420

09.015.300.200



**REZONE PETITION**  
**YANKTON COUNTY COMMISSION**  
321 WEST THIRD ST., #209  
YANKTON, SD 57401

To Whom it may concern,

I/We the undersigned, do hereby petition the Yankton County Commission of Yankton County, South Dakota to rezone property as follows:

Legal Description:

Anderson's Addition, Leach Addition, North 212' East 887'  
excluding the east 375' lot A SE 1/4

General Area Location or Street Address: 30699 US Hwy 81

From the \_\_\_\_\_ District

To the \_\_\_\_\_ District

Purpose: To bring property into compliance

Parcel: 10.024.200.210, 10.024.200.220, 10.024.200.300 and 10.024.200.304

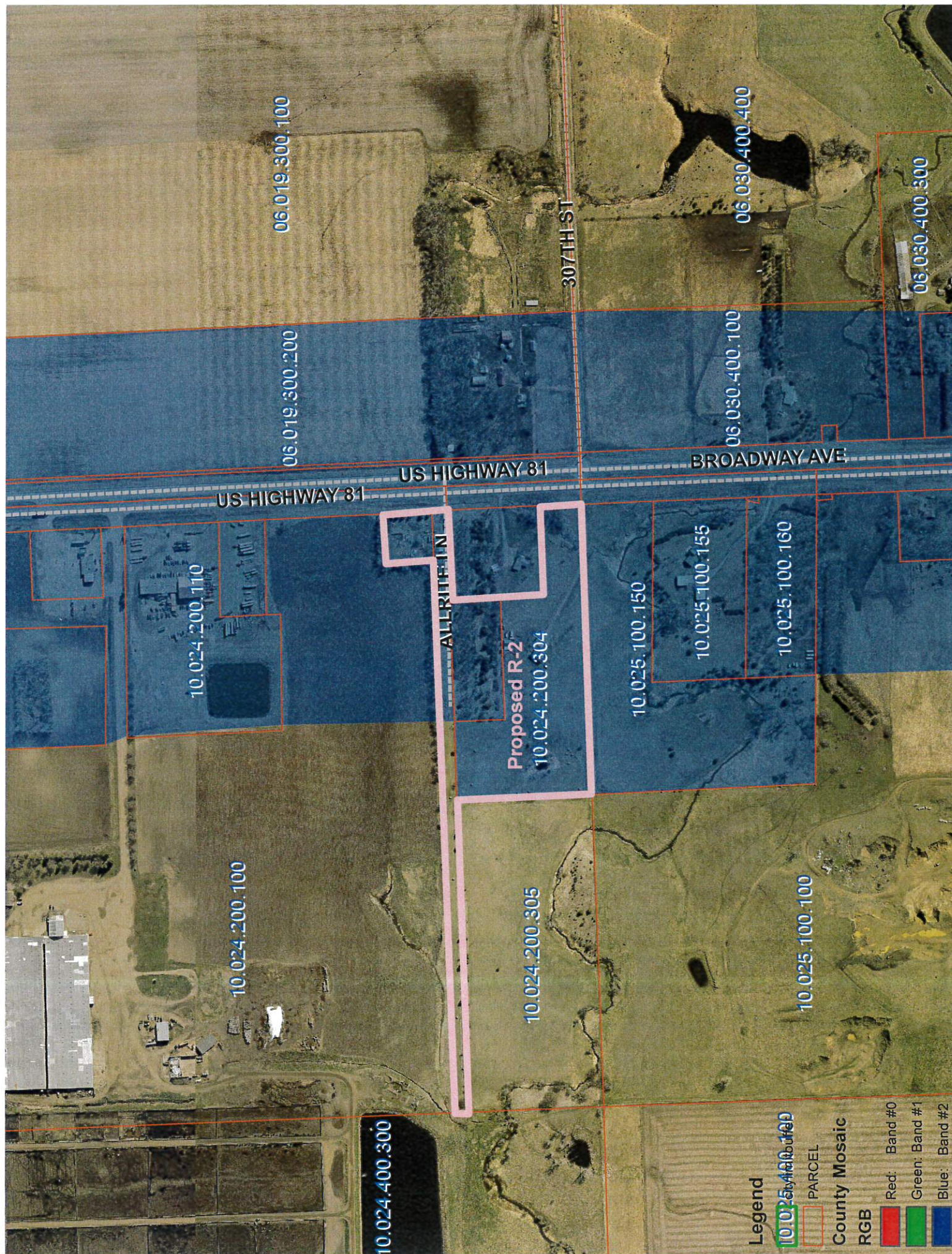
Existing Land Use: RT change to R-2 for possible 1 acre lots

Petitioner: (Print) Dallas Keller  
Signature: Dallas Keller  
Date: Aug 22/21 Phone: 605-377-8533  
Address: 30699 US Hwy 81  
Yankton SD 57078  
City State Zip

Owner: (Print) Dallas Keller  
Signature: Dallas Keller  
Date: Aug 22/21 Phone: 605-377-8533  
Address: 30699 US Hwy 81  
Yankton SD 57078  
City State Zip

Additional Signatures may be submitted on a separate page.







**REZONE PETITION**  
**YANKTON COUNTY COMMISSION**  
321 WEST THIRD ST., #209  
YANKTON, SD 57401

To Whom it may concern,

I/We the undersigned, do hereby petition the Yankton County Commission of Yankton County, South Dakota to rezone property as follows:

Legal Description:

Lot 3 Wevergreen subdivision SE 1/4 NE 1/4 in  
Section 25, T94N and R56W

General Area Location or Street Address: 2 mile North on 81 West side of  
From the Walmart Corner - 2 N. West side ~~District~~ Highway  
To the C ~~District~~

Purpose: To bring property into compliance

Parcel: 10.025.100.030

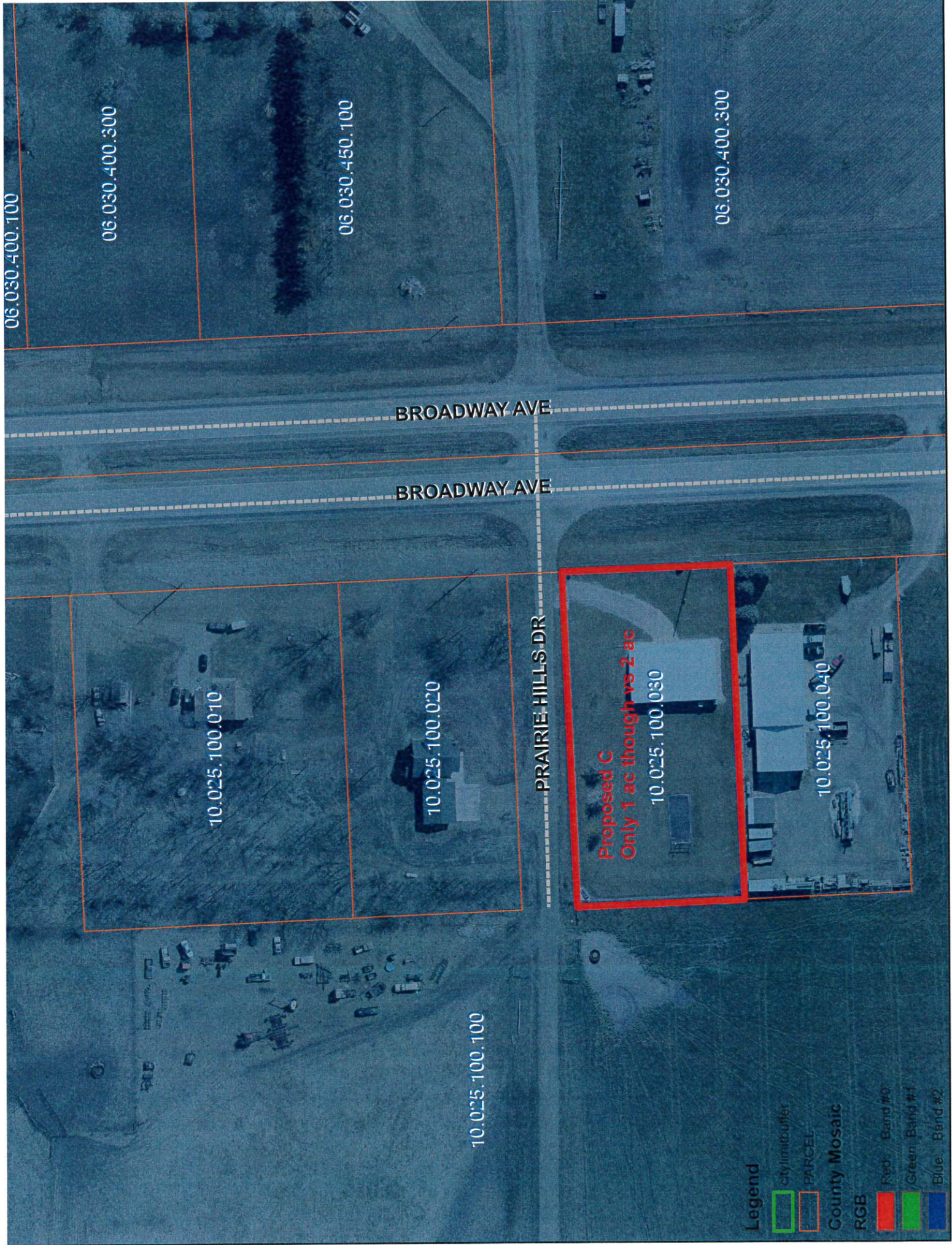
Existing Land Use: RT

Petitioner: (Print) Jerry R Kolda  
Signature: Jerry R Kolda  
Date: 8-8-21 Phone: 661-25948  
Address: 1606 PICOTTE  
Yankton SD 57078  
City State Zip

Owner: (Print) Jerry R. Kolda  
Signature: Jerry R. Kolda  
Date: 8-8-21 Phone: 661-25948  
Address: 1606 PICOTTE  
Yankton SD 57078  
City State Zip

Additional Signatures may be submitted on a separate page.





Legend

city limit buffer

PARCEL

County Mosaic

RGB

Red: Band #0

Green: Band #1

Blue: Band #2



**REZONE PETITION**  
**YANKTON COUNTY COMMISSION**  
**321 WEST THIRD ST., #209**  
**YANKTON, SD 57401**

To Whom it may concern,

I/We the undersigned, do hereby petition the Yankton County Commission of Yankton County, South Dakota to rezone property as follows:

**Legal Description:**

Lot 2 excluding N. 100' NE1/4 SE1/4, Section 24, T94N and R56W

General Area Location or Street Address:

From the RT **District**

To the C **District**

Purpose: To bring property into compliance

Parcel: 10.024.200.120

Existing Land Use: Commercial parking lot

Petitioner: (Print) Doug Marquardt

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

Date: 8-6-21 Phone: 605-660-6972

Address: 1314 Golfview Ln.

Yankton SD 57078

City State Zip

Owner: (Print) same as above

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

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

Address: \_\_\_\_\_

City State Zip

Additional Signatures may be submitted on a separate page.





Legend

city limit buffer

PARCEL

FLD\_ZONE

A = 100 year

X = 500 year

County Mosaic

RGB

Red: Band #0

Green: Band #1

Blue: Band #2



**REZONE PETITION**  
**YANKTON COUNTY COMMISSION**  
321 WEST THIRD ST., #209  
YANKTON, SD 57401

To Whom it may concern,

I/We the undersigned, do hereby petition the Yankton County Commission of Yankton County, South Dakota to rezone property as follows:

Legal Description:

NW 1/4 05 + 1/2 SW 1/4 in section 18  
T94 R 55W Parcel 06-018-300-300

General Area Location or Street Address: North Hwy 81

From the \_\_\_\_\_ District

To the Moderate Density Rural R-2 District

Purpose: To bring property into compliance

Parcel: 06-018-300-300

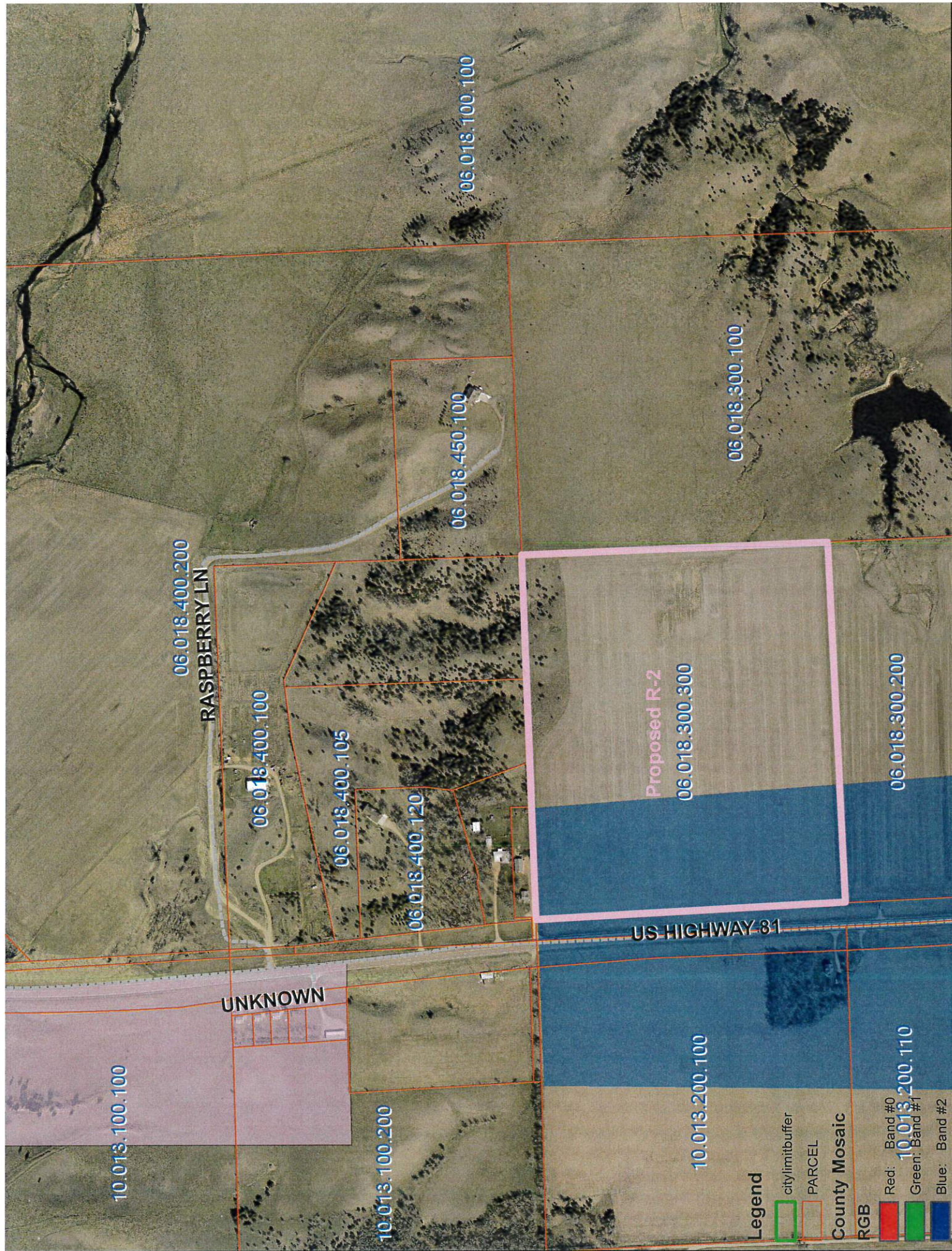
Existing Land Use: Row Crop

Petitioner: (Print) Delmar F. Nelson  
Signature: [Signature]  
Date: 8-2-21 Phone: 6056651286  
Address: 43742 307th St  
Yankton SD 57078  
City State Zip

Owner: (Print) Delmar F. Nelson  
Signature: [Signature]  
Date: 8-2-21 Phone: 6056651286  
Address: 43742 307th St  
Yankton SD 57078  
City State Zip

Additional Signatures may be submitted on a separate page.





10.013.100.100

06.018.400.200

RASPBERRY LN

06.018.400.100

06.018.400.105

06.018.400.120

06.018.450.100

06.018.100.100

06.018.300.100

Proposed R-2  
06.018.300.300

06.018.300.200

UNKNOWN

10.013.100.200

US HIGHWAY 81

10.013.200.100

Legend

city limit buffer

PARCEL

County Mosaic

RGB

Red: Band #0

Green: Band #1

Blue: Band #2

10.013.200.110



**REZONE PETITION**  
**YANKTON COUNTY COMMISSION**  
321 WEST THIRD ST., #209  
YANKTON, SD 57401

To Whom it may concern,

I/We the undersigned, do hereby petition the Yankton County Commission of Yankton County, South Dakota to rezone property as follows:

Legal Description:

Yankton Junction Substation Addition in the SE 1/4  
of the NE 1/4 Section 5-93-56 Yankton County  
as per plat recorded in Book 56 Page 354

General Area Location or Street Address: 30935 480th Avenue

From the Rural Transitional District

To the Commercial District

Purpose: To bring property into compliance

Parcel: 09.005.100.150

Existing Land Use: Electrical Substation

Petitioner: (Print) Robert Gehrm, Real Estate  
Signature: Robert Gehrm Rep.  
Date: 8/16/21 Phone: 760-7402  
Address: 3210 Douglas Ave  
Yankton SD 57078  
City State Zip

Owner: (Print) NorthWestern Energy  
Signature: Ska NorthWestern Public  
Date: \_\_\_\_\_ Phone: Service Company  
Address: \_\_\_\_\_  
City State Zip

Same as above {

Additional Signatures may be submitted on a separate page.



09.005.100.100

09.004.400.300

09.004.400.301

435TH AVE

Proposed C

09.005.100.150

09.005.100.200

Legend SD HIGHWAY 314

city/limit boundary  
PARCEL

County Mosaic

09.005.100.200

Red: Band #0  
Green: Band #1  
Blue: Band #2



**REZONE PETITION**  
YANKTON COUNTY COMMISSION  
321 WEST THIRD ST., #209  
YANKTON, SD 57401

To Whom it may concern,

I/We the undersigned, do hereby petition the Yankton County Commission of Yankton County, South Dakota to rezone property as follows:

Legal Description:

S. 1426.07' E  $\frac{1}{3}$  SE4 excluding A parcel of land  
along S. boundary & excluding E. 50' thereof

General Area Location or Street Address: \_\_\_\_\_

From the RT \_\_\_\_\_ District

To the R-2 \_\_\_\_\_ District

Purpose: To bring property into compliance

Parcel: proposed residential - 23.03 acres 09.009.200.175

Existing Land Use: Ag

Petitioner: (Print) \_\_\_\_\_

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

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

Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Owner: (Print) Bruce Schwarz

Signature: Bruce Schwarz

Date: 10-21-21 Phone: 605-265-5205

Address: 43076 Lakport Road

Yankton So. Dak 57078  
City State Zip

Additional Signatures may be submitted on a separate page.



09.010.400.300

09.010.300.300

W 11TH ST

DEER BLVD

09.009.100.125

09.009.200.150

Proposed R-2

09.009.200.201

09.016.100.101

09.009.100.105

09.009.200.100

09.009.200.202

09.016.100.102

W 11TH ST

09.009.200.210

09.009.400.200

09.009.300.100

09.009.300.110

09.016.400.180

PIONEER RD



**REZONE PETITION**

**YANKTON COUNTY COMMISSION**

321 WEST THIRD ST., #209

YANKTON, SD 57401

To Whom it may concern,

I/We the undersigned, do hereby petition the Yankton County Commission of Yankton County, South Dakota to rezone property as follows:

Legal Description:

S. 2632.66' E  $\frac{1}{3}$  SE 4 excluding S. 1426.07' thereof  
& excluding E. 50' thereof

General Area Location or Street Address: \_\_\_\_\_

From the RT \_\_\_\_\_ District

To the R-2 \_\_\_\_\_ District

Purpose: To bring property into compliance

Parcel: proposed residential - 23.03 09.009. 200.150

Existing Land Use: Ag

Petitioner: (Print) \_\_\_\_\_

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

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

Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Owner: (Print) Rose Ann Schwarz

Signature: Rose Ann Schwarz

Date: 9/21/21 Phone: 605.665.9258

Address: 2702 Abbolt Dr.

Yankton SD 57078  
City State Zip

Additional Signatures may be submitted on a separate page.





09.010.400.300

09.010.300.300

W 11TH ST

DEER BLVD

Proposed R-2

09.009.100.125

09.009.200.175

09.009.200.201

09.016.100.101

09.009.100.105

09.009.200.100

09.009.200.202

09.016.100.102

W 11TH ST

09.009.200.210

09.009.400.200

09.009.300.100

09.009.300.110

09.016.400.180

PIONEER RD



**REZONE PETITION**

**YANKTON COUNTY COMMISSION**

**321 WEST THIRD ST., #209**

**YANKTON, SD 57401**

To Whom it may concern,

I/We the undersigned, do hereby petition the Yankton County Commission of Yankton County, South Dakota to rezone property as follows:

Legal Description:

Tract 1 Maureen's Addition in Section 16, T93N,  
R56W of the 5<sup>th</sup> PM, Yankton County,  
South Dakota

General Area Location or Street Address: 407 Deer Blvd  
From the Rural Transitional (RT) District  
To the Moderate Density Rural Residential (R2) District

Purpose: To bring property into compliance

Parcel: 09.016.150.100

Existing Land Use: Residential Home / Personal Residence

Petitioner: (Print) Maureen Steffen

Signature: Maureen Steffen

Date: 8/19/21 Phone: 665-1687

Address: 407 Deer Blvd

Yankton SD 57078  
City State Zip

Owner: (Print) Maureen Steffen

Signature: Maureen Steffen

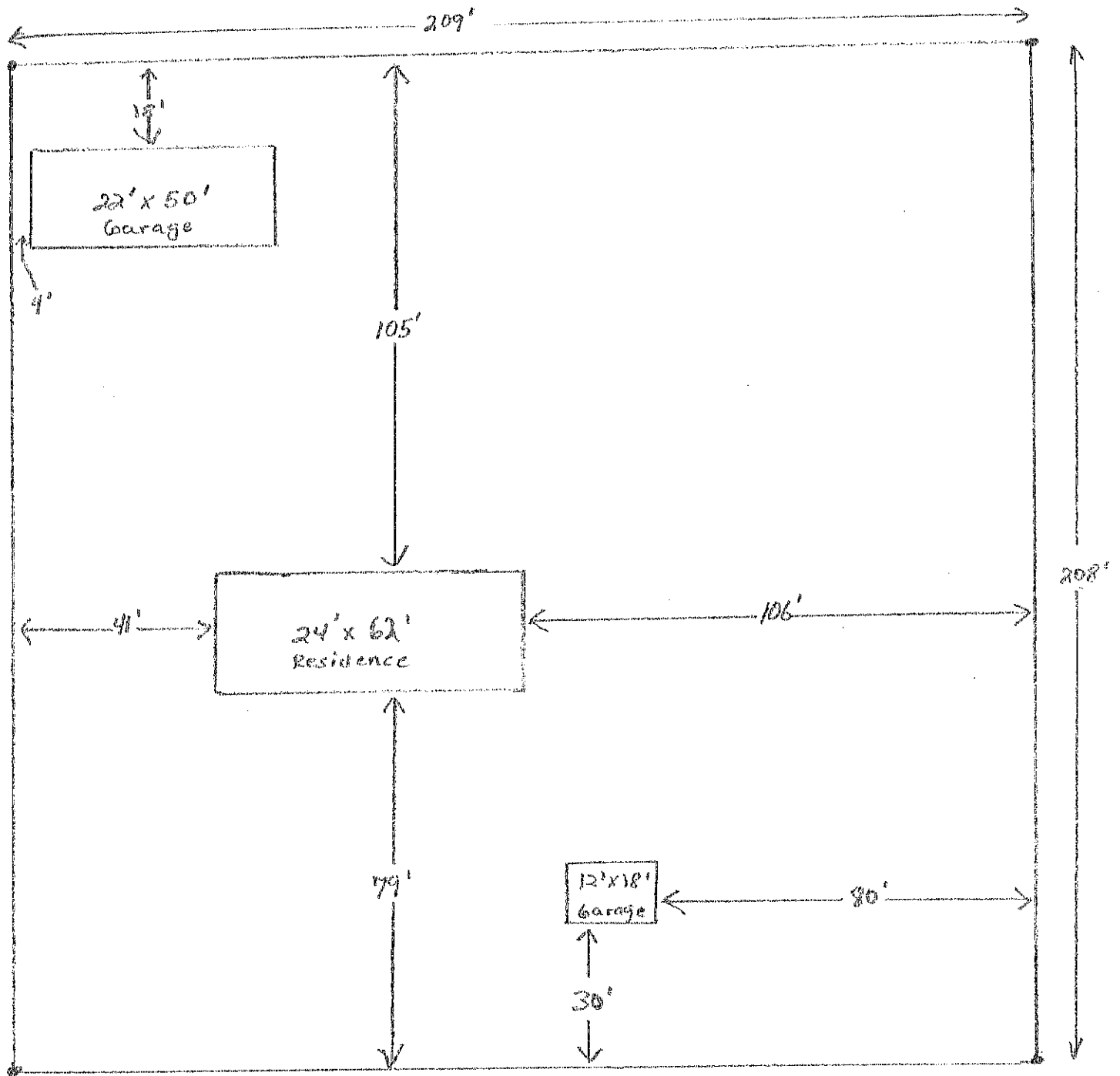
Date: 8/19/21 Phone: 665-1687

Address: 407 Deer Blvd

Yankton SD 57078  
City State Zip

Additional Signatures may be submitted on a separate page.

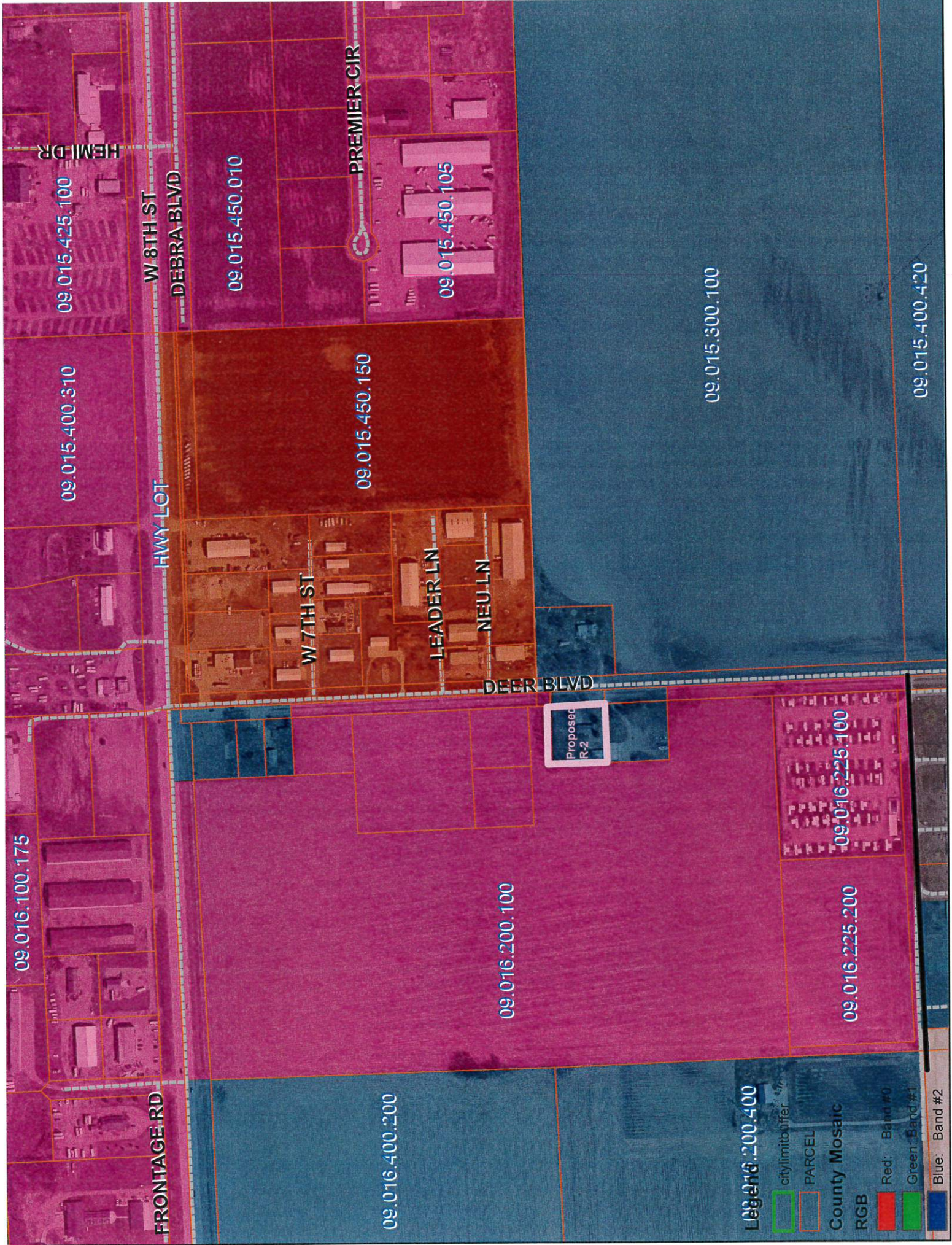




Tract 1 Maureens Addition  
Section 16, T93N, R56W  
Parcel # 09.016.150.100

407 Deer Blvd





Legend

- city limit buffer
- PARCEL
- County Mosaic
- RGB
- Red: Band #0
- Green: Band #1
- Blue: Band #2



**REZONE PETITION**

YANKTON COUNTY COMMISSION

321 WEST THIRD ST., #209

YANKTON, SD 57401

To Whom it may concern,

I/We the undersigned, do hereby petition the Yankton County Commission of Yankton County, South Dakota to rezone property as follows:

Legal Description:

South 2/7.8 East 1406.5 except East 766.50 South  
13.2 acres Section 9, T93N & R56W

General Area Location or Street Address: 4005 W 11thFrom the RT DistrictTo the R + 2 District

Purpose: To bring property into compliance

Parcel: 09.009.206.202Existing Land Use: ResidentialPetitioner: (Print) Dale + Karen WieselerSignature: Dale WieselerDate: 8-15-2021 Phone: 605-760-1366Address: 4005 W 11thYankton SD 57078

City State Zip

Owner: (Print) Dale + Karen WieselerSignature: Dale WieselerDate: 8-15-2021 Phone: 605-760-1366Address: 4005 W 11thYankton SD 57078

City State Zip

Additional Signatures may be submitted on a separate page.





DEER BLVD

09.009.200.175

WILL ST

09.009.200.201

09.016.100.101

Proposed R-2  
09.009.200.202

09.016.100.102

09.009.200.100

09.009.200.220

**Legend**  
09.009.200.210 City Limit/Buffer

PARCEL

County Mosaic

RGB

Red: Band #0  
Green: Band #1  
Blue: Band #2



**REZONE PETITION**  
**YANKTON COUNTY COMMISSION**  
**321 WEST THIRD ST., #209**  
**YANKTON, SD 57401**

To Whom it may concern,

I/We the undersigned, do hereby petition the Yankton County Commission of Yankton County, South Dakota to rezone property as follows:

Legal Description:

East 689.7' NE1/4 SW1/4 North of Hwy, Section 4, T93N and R56W

General Area Location or Street Address: \_\_\_\_\_

From the RT & R2 \_\_\_\_\_ **District**

To the R2 \_\_\_\_\_ **District**

Purpose: To bring property into compliance

Parcel: 09.004.300.100

Existing Land Use: Residential

Petitioner: (Print) Steve Zimmerman

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

Date: 8-6-21 Phone: 605-665-5809

Address: 4412 SD Hwy. 314

Yankton SD 57078

City State Zip

Owner: (Print) same as above

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

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

Address: \_\_\_\_\_

City State Zip

Additional Signatures may be submitted on a separate page.









## 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 Tuesday, Oct. 26, 2021

Request is for Commission Meeting Dated Nov. 2<sup>nd</sup>

Name: Julie Auch

Address: 206 W 8<sup>th</sup> Yankton SD 57078

Phone: 605 665 8657

E-Mail Address: jkaucha@t.newyorklife.com

Topic to be Addressed and Length of Presentation: Health Insurance Renewal  
Change to 1/1/2022.

Specific Purpose for the Request (Please Also Attach Support Documents):  
Waiting for Renewal - Quote.

Person(s) Making Presentation to the Board: Julie Auch

Audio/Visual Equipment Needed: none

For Office Use:

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

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

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



## 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 October 25, 2021

Request is for Commission Meeting Dated November 2, 2021

Name: Stockwell Engineers - Jon Brown

Address: 201 Walnut Street | Yankton, SD 57078

Phone: (605) 665-8092

E-Mail Address: jbrown@stockwellengineers.com

Topic to be Addressed and Length of Presentation: \_\_\_\_\_

West Yankton Sanitary Sewer Study Proposal - 15 minutes

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

Discuss Proposal for West Yankton Sanitary Sewer Study

Person(s) Making Presentation to the Board: Jon Brown

Audio/Visual Equipment Needed: None

For Office Use:

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

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

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

## AGREEMENT FOR PROFESSIONAL SERVICES

**Project:** Yankton County Sanitary Sewer Study  
Update

**Stockwell Project No.:** 21515

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into by and between **STOCKWELL ENGINEERS, INC.**, 201 Walnut Street, Yankton, SD 57078, (hereinafter "Engineer") and **YANKTON COUNTY BOARD OF COMMISSIONERS**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

**CLIENT:** Yankton County Board of Commissioners

**ADDRESS:** 321 W 3<sup>rd</sup> Street, Suite 203 | Yankton, SD 57078

**Scope of Services:** Client hereby agrees to retain Engineer to perform the Services as outlined in the attached *Proposal for Professional Services* dated October 22, 2021. In general, the Project consists of updating the West Yankton Sanitary Sewer Feasibility Study prepared by Eisenbraun & Associates in October 2008.

**Compensation:** In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

<b>Basic Compensation:</b>	Phase 1 & 2 (lump sum)	\$23,700.00 excluding sales tax	Client Approval _____
	Phase 3 (lump sum)	\$5,600.00 excluding sales tax	Client Approval _____

**Additional Services Multiplier:** 1.0 times the expense incurred by the Engineer

**Reimbursable Expense Multiplier:** 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

### CLIENT

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

### STOCKWELL ENGINEERS, INC.

Signed: \_\_\_\_\_

Name (printed): Jon Brown, P.E.

Title: President

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

ENGINEERING / LANDSCAPE ARCHITECTURE / SURVEYING

STOCKWELLENGINEERS.COM / 605.338.6668 / SIOUX FALLS / YANKTON

# Proposal for Professional Services

Yankton County Board of Commissioners  
Yankton County Sanitary Sewer Study Update

October 22, 2021

Yankton County Board of Commissioners  
321 W 3<sup>rd</sup> Street, Suite 203  
Yankton, SD 57078

Re: Proposal for Professional Services  
Yankton County Sanitary Sewer Study Update

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for the Yankton County Sanitary Sewer Study Update (the "Project"). Stockwell's services will be provided in the manner described in this Proposal. The **Yankton County Board of Commissioners** is referred to as the "Client."

## Acknowledgments

**Client:** Yankton County Board of Commissioners

**Project:** Yankton County Sanitary Sewer Study Update

**Description:** In general, the Project consists of updating the West Yankton Sanitary Sewer Feasibility Study prepared by Eisenbraun & Associates in October 2008.

## Scope of Basic Services

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. The scope is organized into the following tasks.

### Phase 1 | Project Initiation

- 1.1 Review all background information made available to Stockwell by Client.

### Phase 2 | Study Update

- 2.1 Include new developments in modeling.
- 2.2 Evaluate sewer district.
  - 2.2.1 Pump station.
- 2.3 Update preliminary opinion of estimate construction costs.
- 2.4 Update graphics.





# Proposal for Professional Services

Yankton County Board of Commissioners  
Yankton County Sanitary Sewer Study Update

- 2.5 Coordinate and conduct two meetings with City of Yankton staff to review feasibility of connection to City sewer system.
- 2.6 Submit electronic pdf copy of study update to Client for review.
- 2.7 Coordinate and conduct meeting with Client to review study.
- 2.8 Address comments to review documents and incorporate into final deliverables.
- 2.9 Deliver to Client an electronic pdf copy of final study update.
- 2.10 Present study at Yankton County Commission meeting.

*Deliverables: Study update.*

## Phase 3 | Add Alternate

- 3.1 Pending separate approval by Client, Stockwell will expand the study area to include Napa Junction.

## Additional Services

A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.

- Review or filing fees.
- Topographic survey.
- Construction documents.

## Compensation

Compensation for services provided by Stockwell pursuant to this Proposal will be on a lump sum basis excluding sales or excise tax as outlined below. Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

- |                             |             |
|-----------------------------|-------------|
| ▪ Phases 1 and 2 (lump sum) | \$23,700.00 |
| ▪ Phase 3 (lump sum)        | \$5,600.00  |

Where compensation for Basic Services through Lump Sum method of payment is specified, Client shall pay Stockwell for Basic Services as follows:

- 1.1 The Lump Sum includes compensation for Stockwell's services and services of Stockwell's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). In addition to the Lump Sum, Stockwell is also entitled to reimbursement from Client for Reimbursable Expenses. The portion of the Lump Sum amount billed for Stockwell's services will be based upon Stockwell's estimate of the percentage of the total services actually completed during the billing period. Stockwell may also bill for any Reimbursable Expenses incurred during the billing period. Compensation will not exceed the total Lump Sum amount unless approved in writing by the Client.

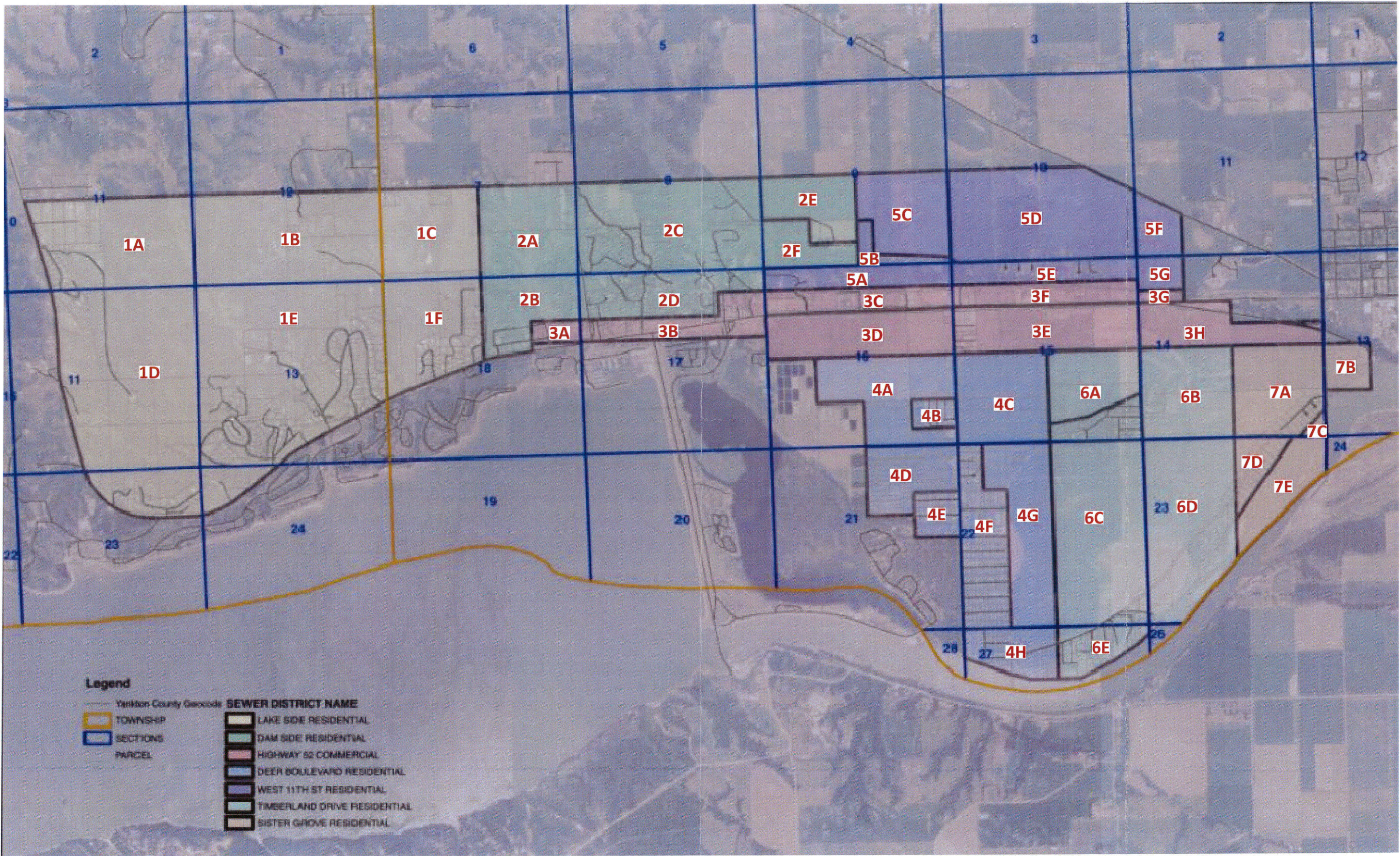
Sincerely,

STOCKWELL ENGINEERS, INC.

Jon Brown, P.E.  
President



Figure 5. West Yankton Sanitary Sewer Feasibility Study Overall Sub District Map





## STANDARD TERMS AND CONDITIONS

### A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

### B. Fees and Payment.

**1.0 Invoices.** Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; and (2) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

**2.0 Payment Due.** Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice.

**3.0 Failure to Pay.** Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

**4.0 Interest on Late Payments.** In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

### C. Owner's Responsibilities.

**1.0 Client to Provide Information.** Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

**2.0 Client to Provide Contractors.** Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

**3.0 Client to Provide Representative.** Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

**4.0 Client to Provide Notice.** Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

### D. Miscellaneous Provisions.

#### 1.0 Insurance/Indemnification/Risk Allocation

**1.1 Insurance/Limitation of Stockwell's Liability.** Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.

- (b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

**1.2 Professional Liability.** Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorney's fees and expenses, but only to the proportionate extent caused by the negligence of Stockwell.

**1.3 Hazardous Materials – Indemnification by Client.** Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, water, or water courses, objects, or any tangible or intangible matter, whether sudden or not.

**1.4 No Governmental Action Liability.** Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

**1.5 No Project Liability.** Notwithstanding any provisions in this Agreement to the contrary, if the Project involves construction, as that term is generally understood, and Stockwell does not provide Services during construction, including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any and all liability (including reasonable attorneys' fees and court costs) arising out of the Project or this Agreement.

**1.6 Warranty.** Stockwell makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

**2.0 Documents.** Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

**2.2 Environmental.** Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or





- resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.
- Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 *et seq.*, as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.
- 3.0 Injury to Workers on Project.** Client agrees Stockwell will be named an Additional Insured on construction contractors' insurance policy for commercial general liability insurance, and Client agrees to insert into all contracts for construction between Client and construction contractors a provision requiring the construction contractors to defend, indemnify and hold harmless both Client and Stockwell from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Stockwell.
- 4.0 Probable Construction Cost Opinions.** Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project construction costs will not vary from Stockwell's opinion of probable construction costs.
- 5.0 Site Visits.** Visits to the construction site and observations made by Stockwell as part of the Services during construction under this Agreement will not make Stockwell responsible for, nor relieve the construction contractors of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the contract documents, will not make Stockwell responsible for, nor relieve the construction contractors of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the work under the construction contracts, and will not relieve the construction contractors of the obligation to provide all safety precautions incidental thereto. Such visits by Stockwell are not to be construed as part of Stockwell's observation duties of the Project site.
- 6.0 On-Site Observation.** When Stockwell provides on-site observation personnel as part of the Services during construction, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the contractors' work, and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause Stockwell to be responsible for those duties and responsibilities which belong to the construction contractors, including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- 7.0 Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.
- 8.0 Termination.** Either party may, by thirty (30) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.
- 9.0 Default and Remedies.**
- 9.1 Client's Default.** If Client breaches any of the terms of this Agreement, Stockwell, in addition to other rights set forth in **Section 1.3** above, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 9.2 Stockwell's Default.** If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 10.0 Jurisdiction.** This Agreement is governed by the laws of the State of South Dakota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Minnehaha County Circuit Court, Sioux Falls, South Dakota, and may not be removed to federal district court, nor may venue be changed to any other circuit court.

- 11.0 Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 12.0 Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersedes any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.
- 13.0 Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.
- 14.0 Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, contractors and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.