

<h1>Agenda</h1>		<h1>Yankton County Commission</h1> <p>6:00 PM, Tuesday, October 5, 2021 Commission Chamber Yankton County Government Center</p> <p>DOCUMENTS WILL BE AVAILABLE AT AUDITOR'S OFFICE FOR REVIEW BEGINNING OCTOBER 1ST. COPIES AVAILABLE FOR \$1.00 PER PAGE</p>	
<p>Meeting chaired by: Cheri Loest, Chair</p> <p>01 Call to order: 6:00 PM PLEDGE OF ALLEGIANCE</p> <p>02 Roll Call: _____ Dan Klimisch _____ Wanda Howey-Fox _____ Don Kettering _____ Don Kettering _____ Joseph Healy _____ Cheri Loest</p>			
<h2>AGENDA ITEMS</h2>			
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 Loest
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 September 21, 2021 Meeting Minutes	Commissioners
06	6:15 PM	Claims September Payroll Amend 2022 Annual Budget Unanticipated Revenue- Highway Department Unanticipated Revenue- Sheriff Native American Day Holiday	Auditor
07	6:20 PM	Local Emergency Management Performance Grant Agreement Yankton County Hazard Mitigation Plan Resolution	Paul Scherschligt

08	6:25 PM	Accept grant award for Phase I Approval-FEMA DR-4440-SD, HMGP Project 35R Yankton County Stone Church Road Elevation	Commissioners
09	6:30 PM	Second Reading of Medical Cannabis Licensing Ordinance #21-ZN-07	Gary Vetter
	Board of Adjustment		
10	6:35 PM	Sandra Pierce- Variance	Gary Vetter
	Regular Session		
11	6:40 PM	Contract for Temporary Services	Jessica Atkinson
12	6:45 PM	Public Defender Contract Discussion	Dan Fox, Luci Youngberg
13	6:50 PM	Public Comments	
14	6:55 PM	Commissioner Updates	
15	7:00 PM	Executive Session/Poor Relief Issues Pursuant to SDCL 1-25-2 & 28- 13 and 28-13-1.3 Executive Session/Personnel Issue Pursuant to SDCL 1-25-2(1) Items for Next Meeting	State's Attorney

YANKTON COUNTY COMMISSION MEETING

September 21, 2021

The regular meeting of the Yankton County Commission was called to order by Vice-Chairman Joseph Healy at 6:00 p.m. on Tuesday, September 21, 2021.

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

There were no conflicts of interest reported by Commissioners.

Action 21437C: A motion was made by Klimisch and seconded by Fox to approve the meeting agenda with the following addition: Bids to replace water heater at the Safety Center. All present voted aye; motion carried. All present voted aye; motion carried, 4-0.

There were no public comments.

Vice-Chairman Healy closed public comment.

Action 21438AMB: A motion was made by Kettering and seconded by Fox to authorize Ambulance Administrator to advertise for a truck chassis. All present voted aye; motion carried, 4-0.

Action 21439C: A motion was made by Kettering and seconded by Fox to approve the 2022 provisional budget as the Annual Budget for 2022. All present voted aye; motion carried, 4-0.

Members from the Military Order of the Purple Heart presented signs to be placed at the entrance of Yankton County as a Purple Heart County. Speaking on behalf of the Purple Heart organization was Ken Keunissen. Veterans Service Officer Cody Mangold read the proclamation.

Highway: Superintendent Mike Sedlacek appeared for board approval of the 5-year plan and to transfer assigned dollars.

Action 21440Hwy: A motion was made by Klimisch and seconded by Fox to approve the 5-year Highway Plan as presented. All present voted aye; motion carried, 4-0.

Action 21441Hwy: A motion was made by Klimisch and seconded by Kettering to transfer \$117,640.00 assigned dollars to the Highway Department. All present voted aye; motion carried, 4-0.

Action 21442Z: A motion was made by Klimisch and seconded by Kettering to adopt the following resolution: Whereas it appears, Karl Schenk, owner of record, has caused a plat to be made of the following real property: Lot 6, Lake Forest Estates, NW1/4, S16-T93N-R57W,

County of Yankton, S.D., and has submitted such plat to the Yankton County Planning Commission and the Yankton County Commission for approval. Now therefore be it resolved that such plat has been executed according to law and conforms to all existing applicable zoning, subdivision and erosion and sediment control and the same is hereby approved. The County Auditor is hereby authorized and directed to endorse on such the proper resolution and certify the same. All present voted aye; motion carried, 4-0.

Action 21443Z: A motion was made by Klimisch and seconded by Fox to adopt the following resolution: Whereas it appears, Marlys Jensen, owner of record, has caused a re-plat to be made of the following real property: Replat of Saylor Tract 1, NE1/4, NW1/4, S1-T96N-R55W, County of Yankton, S.D., and has submitted such plat to the Yankton County Planning Commission and the Yankton County Commission for approval. Now therefore be it resolved that such plat has been executed according to law and conforms to all existing applicable zoning, subdivision and erosion and sediment control and the same is hereby approved. The County Auditor is hereby authorized and directed to endorse on such the proper resolution and certify the same. All present voted aye; motion carried.

Bill Conkling from the Planning and Zoning office presented applicants for completing an existing term on the Planning Commission ending in April 2023. The applicants are Matt Evans and Dale Hebda.

Action 21444DR: A motion was made by Kettering and seconded by Klimisch to appoint Matt Evans to fill the existing term ending April 2023. All present voted aye; motion carried, 4-0.

The second reading was held for Ordinance #21-ZN-06 for Medical Cannabis. Ned Horsted from Cannabis Industry Association of South Dakota spoke about the Ordinance.

Action 21445C: A motion was made by Fox and seconded by Klimisch to approve the following Ordinance. Roll call vote was taken with Fox, Klimisch, Kettering and Healy voting aye; motion carried, 4-0.

ORDINANCE #21-ZN-06

**AN ORDINANCE AMENDING THE YANKTON COUNTY ZONING ORDINANCE DEFINITIONS, ARTICLE 5, ARTICLE 10 AND ARTICLE 11 AND ALL AMENDMENTS THERETO, REGARDING REGULATION OF MEDICAL CANNABIS ESTABLISHMENTS IN YANKTON COUNTY IN ACCORDANCE WITH THE PROVISION OF CHAPTER 11-2, 1967 SDCL, AND AMENDMENTS THEREOF, AND FOR THE REPEAL OF ALL RESOLUTIONS AND ORDINANCES IN CONFLICT THEREWITH
BE IT ORDAINED BY THE COUNTY COMMISSION OF YANKTON COUNTY, SOUTH DAKOTA AS FOLLOWS:**

The Definitions Section shall be amended to add the following definitions:

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

CANNABIS CULTIVATION FACILITY: a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

CANNABIS DISPENSARY: a legally licensed entity that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

CANNABIS PRODUCT MANUFACTURING FACILITY: a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

CANNABIS TESTING FACILITY: a legally licensed entity legally authorized to analyze the safety and potency of cannabis.

CANNABIS ESTABLISHMENT: a cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

NON-LICENSED CANNABIS ESTABLISHMENT: an entity which would otherwise meet the definition of a cannabis establishment but which is not legally licensed.

BE IT FURTHER ORDAINED THAT:

Article 10: Commercial District (C) shall be amended as follows:

Section 1003 Permitted Principal Uses and Structures shall be amended to include

27. Cannabis Cultivation Facility

28. Cannabis Dispensary

29. Cannabis Product Manufacturing Facility

30. Cannabis Testing Facility

BE IT FURTHER ORDAINED THAT:

Article 11: Lakeside Commercial District (LC) shall be amended as follows:

Section 1103 Permitted Principal Uses and Structures shall be amended to include

20. Cannabis Cultivation Facility

21. Cannabis Dispensary

22. Cannabis Product Manufacturing Facility

23. Cannabis Testing Facility

BE IT FURTHER ORDAINED THAT:

Article 5: Agricultural District (AG) shall be amended as follows:

Section 503 Permitted Principal Uses and Structures shall be amended to include

10. Cannabis Cultivation Facility

11. Cannabis Dispensary

12. Cannabis Product Manufacturing Facility

13. Cannabis Testing Facility

Saving Clause.

Should any section, clause, or provision of this ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Effective Clause.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Adopted by majority vote of the Yankton County Board of Commissioners in regular session this 21st day of September, 2021.

Yankton County Vice-Chairman, Joseph Healy /s/

ATTEST: Patty Hojem, Yankton County Auditor /s/

Action 21446C: A motion was made by Klimisch and seconded by Fox to recess the regular session and convene as Board of Adjustment. All present voted aye; motion carried.

CUP Public Hearing: This was the time and place for a public hearing for a Modify Conditional Use Permit & Oversized Accessory Structure application from Curtis Olivier. Applicant requested a permit to build an accessory structure in a different location than was previously approved in a Moderate Density Residential District that exceeds the maximum aggregate square footage of 2400 square feet. Said property is legally described as Lot 4 Block 3, Law Overlook Subdivision, NE1/4, S18-T93N-R56W, hereinafter referred to as Utica South Township, County of Yankton, State of South Dakota.

There was no public comment.

Action 21447Z: A motion was made by Kettering and seconded by Klimisch to approve based on Findings of Fact from the August 10, 2021 Yankton County Planning Commission meeting on the condition the requested truck parking to be completed, pursuant to Article 19, Section 1907 of the Yankton County Zoning Ordinance. Roll call vote was taken with Kettering, Klimisch, Fox and Healy voting aye; motion carried, 4-0.

Action 21448C: A motion was made by Klimisch and seconded by Fox to recess the Board of Adjustment and reconvene in regular session. All present voted aye; motion carried, 4-0.

Commissioner Klimisch presented two bids to replace a water heater at Yankton County Safety Center, bids received Hander Inc. Plumbing & Heating for \$17,725.00 and Fejfar Plumbing & Heating for \$14,256.00.

Action 21449C: A motion was made by Klimisch and seconded by Kettering to accept the bid from Fejfar Plumbing & Heating. All present voted aye; motion carried, 4-0.

Emergency Management Director Paul Scherschligt appeared before the board for approval of the Mutual Aid Agreement for inter county sharing of resources during emergency or disasters within South Dakota.

Action 21450OEM: A motion was made by Klimisch and seconded by Fox to approve the SD Region 6 Mutual Aid Agreement. All present voted aye; motion carried, 4-0.

Sanitary District Study: Gregg Jorgenson, Dennis Rebelein and Cullen Kohles from Banners Associates, Inc. presented a power point on the process of forming a Sanitary District. Commissioners Klimisch and Kettering will work with Banners Associates to have an estimate on how much it would cost the County to update the feasibility study.

Action 21451C: A motion was made by Fox and seconded by Kettering to approve the following claims: **Non-Departmental:** Blue Cross Blue Shield (Refund) \$208.23, Ambulance \$376.32; **Court:** Avera Sacred Heart Hospital (Lab) \$1,558.00, Megan Reeves (Professional Services) \$102.60, Kent E Lehr Law Office (Professional Services) \$585.20, Patricia LaCroix (Supplies) \$85.00, Juror Fees (Crt) \$386.12, Horn Law Office LLC (Professional Services) \$2,028.00, Clovia Dee (Professional Services) \$570.00, LaCroix Law Office (Neglected) \$1,548.20, Department of Health (Lab-July 2021) \$980.00, Thomson Reuters (Supplies) \$273.32; **Auditor:** Vast Business (Utilities) \$175.28, Culligan (Supplies) \$21.75, John A Conkling Distributing (Supplies) \$50.00, Patty Hojem (Travel) \$327.00, Leaf (Rentals) \$159.00, Microsoft Corporation (Supplies) \$10.70; **Treasurer:** Vast Business (Utilities) \$210.07, Culligan (Supplies) \$43.00, John A Conkling Distributing (Supplies) \$50.00, Miller Consulting LLC (Maintenance) \$760.00, Yankton County Treasurer (Supplies) \$806.00, Yankton County Treasurer (Travel) \$42.00; **Data Processing:** Vast Business (Utilities)

\$832.83, First Bankcard (Maintenance) \$54.49, Miller Consulting, LLC (Maintenance) \$3,420.00; **States Attorney:** Century Business Products (Rentals) \$401.39, Culligan (Supplies) \$14.50, Miller Consulting LLC (Maintenance) \$380.00, National District Attorney (Supplies) \$85.00, One Office Solution (Supplies) \$1,468.00; **Government Building:** Vast Business (Utilities) \$26.25, Echo Group (Maintenance) \$208.76, JCL Solutions (Supplies) \$73.22, MidAmerican Energy (Utilities) \$625.25, Top Notch Window Cleaning (Professional Services) \$530.00; **Director of Equalization:** Southgate (Maintenance) \$300.00, Vast Business (Utilities) \$229.50, Jessica Atkinson (Supplies) \$44.70, South Dakota Department of Revenue (Travel) \$452.00, John A Conkling Distributing (Supplies) \$50.00, EcoWater Systems (Supplies) \$32.50, Miller Consulting LLC (Maintenance) \$100.00, Microfilm Imaging Systems (Maintenance) \$70.00, Jeffrey Puthoff (Travel) \$119.28; **Register of Deeds:** Vast Business (Utilities) \$177.75, Microfilm Imaging Systems (Rentals) \$171.00, One Office Solution (Supplies) \$74.46; **VA:** Vast Business (Utilities) \$26.25, Cody Mangold (Travel) \$91.14, Cody Mangold (Supplies) \$94.79, Leaf (Rentals) \$148.80; **Safety Center Building:** City of Yankton (Dumpster Fees) \$64.00, Cole Paper Inc. (Supplies) \$682.66, Olson's Pest Technicians (Maintenance) \$133.00, Top Notch Window Cleaning (Professional Services) \$345.00; **Sheriff:** City of Yankton (Fuel) \$2,637.43, Axon Enterprise Inc. (Law Enforcement Equip) \$4,442.18, Culligan (Supplies) \$24.25, A Division of United Tactical Systems (Law Enforcement Equip) \$2,047.84, Pennington County Jail (Travel) \$361.34, One Office Solution (Supplies) \$6.82, One Office Solution (Furniture) \$599.00; **County Jail:** Avera Medical Group (Professional Services) \$2,004.00, McKesson Medical-Surgical (Professional Services) \$94.79, Jacks Uniforms & Equipment (Uniforms) \$365.40, Correctional Risk Services (Inmate Medical Insurance) \$1,083.76, Strachan Sales (Food Services) \$2,417.11, Tire Muffler Alignment (Auto Expense) \$43.67; **Juvenile Detention Center:** Minnehaha County Juvenile Detention Center (Rentals) \$10,004.00; **Care of Poor:** Department of Parks & Recreation (Professional Services) \$400.00, Goglin Funeral Home (Professional Services) \$1,250.00, Thomson Reuters (Supplies) \$79.57; **Public Health Nurse:** Vast Business (Utilities) \$244.57, TIAA Commercial Finance (Rentals) \$58.67, Investigative Services (Professional Services) \$122.50; **Ambulance:** Arrow Manufacturing (Supplies) \$519.46, Teleflex Funding LLC (Supplies) \$2,010.50, Stryker Sales Corporation (Supplies) \$205.00, Vast Business (Utilities) \$180.88, Bound Tree Medical (Supplies) \$2,815.42, City of Yankton (Fuel) \$1,091.48, Caleb Sutton (Supplies) \$19.13, First Bankcard (Fuel) \$334.09, First Bankcard (Supplies) \$824.76, Leaf (Rentals) \$81.43, Matheson Tri-Gas Inc. (Rentals) \$88.59, Olson's Pest Technicians (Maintenance) \$114.00, Pearson Education (Supplies) \$2,071.25, Tire Muffler Alignment (Supplies) \$1,298.44, One Office Solution (Supplies) \$239.73; **Mental Handicapped:** SD Achieve dba Lifescape (Care MI August 2021) \$180.00; **Mental Illness Board:** Darcy Lockwood (Hearings) \$66.00, Mark Katterhagen (Hearings) \$66.00, Lucille M Lewno (Hearings) \$1,062.15; **County Extension:** Buhl's Cleaners (Supplies) \$37.82, Vast Business (Utilities) \$399.11, Katie Doty (Travel) \$468.16, Northwestern Energy (Utilities) \$421.53, WNAX Saga Communications (Other) \$308.00, One Office Solution (Supplies) \$129.00, Yankton County Leaders (Maintenance) \$4,687.68; **Weed:** Kaiser Appliance & Refrigeration (Maintenance) \$514.97, One Office Solution (Supplies) \$37.61; **Planning & Zoning:** Vast Business (Utilities) \$62.50, Microfilm Imaging Systems (Rentals) \$70.00, Pheasantland Industries (Supplies) \$52.64, Yankton Daily P & D (Publishing's) \$21.53; **Road & Bridge:**

Appeara (Supplies) \$131.86, C & B Operations (Maintenance) \$123.57, Bomgaars (Supplies) \$65.94, B-Y Electric (Utilities) \$63.08, B-Y Water District (Utilities) \$81.75, Battery Exchange (Maintenance) \$119.95, Vast Business (Utilities) \$228.20, Napa Auto Parts of Yankton (Maintenance) \$623.62, Concrete Materials (Supplies) \$315.95, Concrete Materials (Asphalt Road) \$117,637.02, IMEG Corp (Bridges) \$16,500.00, D-P Tools (Supplies) \$428.34, Growmark FS (Fuel) \$965.73, Growmark FS (Supplies) \$0.48, Filter Care of Nebraska (Supplies) \$26.85, First Bankcard (Maintenance) \$447.96, Jebro Inc. (Annual Projects) \$298,928.85, Janssen's Garbage Service (Utilities) \$45.00, Longs Propane Inc. (Fuel) \$88.40, Menards (Maintenance) \$19.88, Menards (Supplies) \$35.22, MidAmerican Energy (Utilities) \$30.65, Overhead Door Company (Maintenance) \$195.73, Truck Trailer Sales Services (Maintenance) \$158.86, The Road Guy Const. (Annual Projects) \$348,184.98, One Office Solution (Supplies) \$224.67, Yankton Daily P & D (Publishing's) \$27.11; **Emergency 911 Fund:** Vast Business (Utilities) \$1,100.36, Powerphone Inc. (Travel) \$729.00, Golden West Telecommunications (Utilities) \$42.26; **Emergency Management:** Frontier Precision Inc. (Maintenance) \$2,487.24, First Bankcard (Supplies) \$310.40, First Bankcard (Professional Services) \$93.20, First Bankcard (LEPC Fund) \$276.71, Two Way Solutions Inc. (Supplies) \$174.95, Truck Trailer Sales Services (Maintenance) \$280.34, Tabor Lumber Cooperative (Supplies) \$126.86, One Office Solution (Supplies) \$1,030.00, One Office Solution (Maintenance) \$2.31; **24/7 Program:** Precision Kiosk Technology (Professional Services) \$1,350.00; **Non-Departmental:** Wieman Construction LLC (Cleaning Clay Creek Ditch) \$28,709.24, Satellite Tracking of People (Tracking Monitors) \$432.25, Byron Nogelmeier (Cam Daily Fee) \$2,790.00, Byron Nogelmeier (State Participation Fee) \$164.00, Sobriety Testing (Refund) \$19.00, SCRAM (Refund) \$6.00, SD Department of Revenue (HSC) \$5,151.52, SD Department of Revenue (Redfield Services) \$120.00, SD Department of Revenue (Motor Vehicle Fees) \$423,181.12, SD Department of Revenue (Waste Fees) \$5,951.75, SD Department of Revenue (ROD Fees) \$2,450.00, SDACO (M & PR Fund) \$746.00; **Clearing Fund:** First Dakota National Bank (Fire Premium Refund) \$27,597.54, Gayville Fire Department (Fire Premium Refund) \$2,713.92, Irene Fire Department (Fire Premium Refund) \$5,569.43, Lesterville Fire District (Fire Premium Refund) \$4,752.61, Menno Rural Fire (Fire Premium Refund) \$1,973.77, Scotland Fire Department (Fire Premium Refund) \$366.43, Tabor Fire Department (Fire Premium Refund) \$1,482.82, Volin Fire Department (Fire Premium Refund) \$2,372.31, Viborg Fire District (Fire Premium Refund) \$655.53, Yankton City Fire Department (Fire Premium Refund) \$56,071.76; General Fund \$77,293.99, Road & Bridge, \$785,699.65, Emergency Management, \$4,782.01. All present voted aye; motion carried, 4-0.

Action 21452AUD: 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 July 31, 2021 which showed Total Cash of \$15,480,495.46. The General Fund was \$6,939,977.89; Special Funds were \$7,313,748.62; and Trust and Agency Funds were \$1,226,768.95 adding to a Grand Total of General Ledger Cash and Investments of \$15,480,495.46. A detailed report is on file with the County Auditor. All present voted aye; motion carried, 4-0.

Action 21453C: A motion was made by Fox and seconded by Klimisch to approve the September 7, 2021, meeting minutes. All present voted aye; motion carried, 4-0.

Action 21454C: A motion was made by Kettering and seconded by Klimisch to approve the September 10, 2021, special meeting minutes. Voting aye Kettering, Klimisch, Fox and Healy. Motion carried 4-0.

Action 21455C: A motion was made by Klimisch and seconded by Kettering to approve the September 15, 2021, special meeting minutes. All present voted aye; motion carried 4-0.

Action 21456C: A motion was made by Klimisch and seconded by Kettering to adopt the State rates for travel reimbursement. All present voted aye; motion carried 4-0.

There was no public comment.

Vice-Chairman Healy closed public comment.

Commissioner updates: Item mentioned was the 2021 State Convention held in Rapid City.

Action 21457C: A motion was made by Fox and seconded by Klimisch to recess the regular session at 7:50 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) and personnel issues SDCL 1-25-2(1) All present voted aye; motion carried, 4-0.

Action 21458C: A motion was made by Fox and seconded by Klimisch to adjourn the executive session at 8:25 p.m. and reconvene in regular session. All present voted aye; motion carried, 4-0.

Vice-Chairman Healy reported no action would be taken as a result of the executive session.

Action 21459C: A motion was made by Klimisch and seconded by Fox to adjourn. All present voted aye; motion carried, 4-0.

The next regular meeting will be Tuesday, October 5, 2021 at 6:00 p.m.

Joseph Healy, Vice-Chairman
Yankton County Commission

ATTEST:
Patty Hojem, County Auditor

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03750	YORK FIRE DEPARTMENT	I-202109309419	101-4-34422	REFUND-AMBULANCE		50.00
DEPARTMENT 0000 NON-DEPARTMENTAL					TOTAL:	50.00

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSIONERS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01083	BEST WESTERN RAMKOTA HO	I-202109309408	101-5-111-42700	TRAVEL-COMMISSIONERS		606.00
01-14001	YANKTON COUNTY OBSERVER	I-202109309456	101-5-111-42300	PUBLISHINGS-COMMISSIONERS		255.86
DEPARTMENT 111 COMMISSIONERS						TOTAL: 861.86

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 120 ELECTIONS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-202109309495	101-5-120-42600	SUPPLIES-ELECTIONS		19.90
01-21042	VERIZON	I-202109309497	101-5-120-42400	RENTALS-ELECTIONS		280.07
DEPARTMENT 120 ELECTIONS						TOTAL: 299.97

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 130 COURT

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00574		I-202109309403	101-5-130-42210	JUROR FEES-CRT		74.36
01-01021		I-202109309397	101-5-130-42210	JUROR FEES-CRT		55.88
01-02155	CERTIFIED LANGUAGES INT	I-202109309411	101-5-130-42200	PROF SERVICES-CRT		95.70
01-03553	ALVINE WEIDENAAR LLP	I-202109309484	101-5-130-42200	PROF SERVICES-CRT		1,191.40
01-03602		I-202109309395	101-5-130-42210	JUROR FEES-CRT		71.00
01-03604		I-202109309398	101-5-130-42210	JUROR FEES-CRT		54.20
01-03606		I-202109309399	101-5-130-42210	JUROR FEES-CRT		50.84
01-03609		I-202109309400	101-5-130-42210	JUROR FEES-CRT		51.68
01-03610		I-202109309401	101-5-130-42210	JUROR FEES-CRT		51.68
01-03614		I-202109309402	101-5-130-42210	JUROR FEES-CRT		51.68
01-03620		I-202109309404	101-5-130-42210	JUROR FEES-CRT		50.84
01-03752	OLIVIER MILES HOLTZ, LL	I-202109309485	101-5-130-42200	PRROF SERVICES-CRT		13,875.80
01-05215	FOX & YOUNGBERG PC	I-202109309426	101-5-130-42200	PROF SERVICES-CRT		15,000.00
01-05215	FOX & YOUNGBERG PC	I-202109309427	101-5-130-42200	PROF SERVICES-CRT		1,732.50
01-07755	HORN LAW OFFICE LLC	I-202109309428	101-5-130-42200	PROF SERVICES-CRT		7,260.85
01-08036	CLOVIA DEE	I-202109309431	101-5-130-42200	PROF SERVICES-CRT		289.00
01-10061	KENNEDY PIER LOFTUS & R	I-202109309433	101-5-130-42200	PROF SERVICES-CRT		4,917.40
01-10061	KENNEDY PIER LOFTUS & R	I-202109309489	101-5-130-42200	PROF SERVICES-CRT		271.70
01-11080	LACROIX LAW OFFICE	I-202109309435	101-5-130-42220	NEGLECTED-CRT		158.40

DEPARTMENT 130 COURT

TOTAL:

45,304.91

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 141 AUDITOR

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01083	BEST WESTERN RAMKOTA HO	I-202109309408	101-5-141-42700	TRAVEL-AUDITOR		202.00
01-16017	QUALIFIED PRESORT SERVI	I-202109309495	101-5-141-42600	SUPPLIES-AUDITOR		85.95
DEPARTMENT 141 AUDITOR						TOTAL: 287.95

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 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-202109309495	101-5-142-42600	SUPPLIES-TREASURER		351.02
DEPARTMENT 142 TREASURER					TOTAL:	351.02

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 151 STATES ATTORNEY

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-04156	EXECUTIVE MGMT FINANCE	I-202109309425	101-5-151-42600	SUPPLIES-STATES ATTY		33.50
01-18130	STAPLES CREDIT PLAN	I-202109309442	101-5-151-42600	SUPPLIES-STATES ATTY		543.61
DEPARTMENT 151 STATES ATTORNEY TOTAL:						577.11

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 161 GOVERNMENT BUILDINGS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00090	KOPETSKY'S ACE HARDWARE	I-202109309476	101-5-161-42500	MAINTENANCE-GOVT CTR		63.95
01-01011	BOMGAARS	I-202109309477	101-5-161-42500	MAINTENANCE-GOVT CTR		25.98
01-02001	CITY OF YANKTON	I-202109309481	101-5-161-42800	UTILITIES-GOVT CTR		213.33
01-02001	CITY OF YANKTON	I-202109309481	101-5-161-42800	UTILITIES-GOVT CTR		2,172.36
01-02001	CITY OF YANKTON	I-202109309481	101-5-161-42800	UTILITIES-GOVT CTR		363.91
01-02008	NAPA AUTO PARTS OF YANK	I-202109309409	101-5-161-42500	MAINTENANCE-GOVT CTR		189.99
01-02505	MIDWESTERN MECHANICAL I	I-202109309413	101-5-161-42500	MAINTENANCE-GOVT CTR		120.00
01-09274	JOHNSON CONTROLS, INC.	I-202109309487	101-5-161-42500	MAINTENANCE-GOVT CTR		278.09
01-12167	MENARDS	I-202109309491	101-5-161-42500	MAINTENANCE-GOVT CTR		28.43
01-12167	MENARDS	I-202109309491	101-5-161-42600	SUPPLIES-GOVT CTR		139.09
01-13001	NORTHWESTERN ENERGY	I-202110019514	101-5-161-42800	UTILITIES-GOVT CTR		3,055.83
01-14005	OLSON'S PEST TECHNICIAN	I-202109309494	101-5-161-42500	MAINTENANCE-GOVT CTR		82.00

DEPARTMENT 161 GOVERNMENT BUILDINGS TOTAL: 6,732.96

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02589	PROFESSIONAL DEVELOPMEN	I-202109309414	101-5-162-42700	TRAVEL-DOE		1,645.00
01-08009	INVESTIGATIVE SERVICES	I-202109309429	101-5-162-42200	PROF SERVICES-DOE		149.50
01-16017	QUALIFIED PRESORT SERVI	I-202109309495	101-5-162-42600	SUPPLIES-DOE		49.15
01-22101	ANDREA WRIGHT	I-202109309447	101-5-162-42700	TRAVEL-DOE		301.22
01-22178	KASI FOSS	I-202109309448	101-5-162-42700	TRAVEL-DOE		200.00
DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL:						2,344.87

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 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-202109309425	101-5-163-42600	SUPPLIES-ROD		33.50
01-16017	QUALIFIED PRESORT SERVI	I-202109309495	101-5-163-42600	SUPPLIES-ROD		48.42
01-22241	ONE OFFICE SOLUTION	I-202109309499	101-5-163-42600	SUPPLIES-ROD		167.78
DEPARTMENT 163 REGISTER OF DEEDS TOTAL:						249.70

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 165 VETERANS SERVICE OFFICER

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-04085	EMBROIDERY & SCREEN WOR	I-202109309423	101-5-165-42600	SUPPLIES-VA		219.65
01-16017	QUALIFIED PRESORT SERVI	I-202109309495	101-5-165-42600	SUPPLIES-VA		5.56
01-21042	VERIZON	I-202109309497	101-5-165-42400	RENTALS-VA		40.01
01-22241	ONE OFFICE SOLUTION	I-202109309499	101-5-165-42600	SUPPLIES-VA		25.19

DEPARTMENT 165 VETERANS SERVICE OFFIC TOTAL: 290.41

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 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-202109309481	101-5-169-42800	UTILITIES-SAFETY CTR		718.26
01-02001	CITY OF YANKTON	I-202109309481	101-5-169-42800	UTILITIES-SAFETY CTR		363.90
01-02084	COLE PAPERS INC.	I-202109309482	101-5-169-42600	SUPPLIES-SAFETY CTR		386.35
01-02505	MIDWESTERN MECHANICAL I	I-202109309412	101-5-169-42500	MAINTENANCE-SAFETY CTR		275.00
01-09063	JUSTICE FIRE & SAFETY	I-202109309486	101-5-169-42500	MAINTENANCE-SAFETY CTR		256.00
01-09274	JOHNSON CONTROLS, INC.	I-202109309487	101-5-169-42500	MAINTENANCE-SAFETY CTR		215.27
01-12167	MENARDS	I-202109309491	101-5-169-42600	SUPPLIES-SAFETY CTR		57.54
01-13001	NORTHWESTERN ENERGY	I-202109309493	101-5-169-42800	UTILITIES-SAFETY CTR		10,061.57

DEPARTMENT 169 SAFETY CENTER BUILDING TOTAL: 12,333.89

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 211 SHERIFF

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01184	GREG JENSEN	I-202110019503	101-5-211-42700	TRAVEL-SHERIFF		139.00
01-03753	FIRST DAKOTA NATIONAL B	I-202110019508	101-5-211-42600	SUPPLIES-SHERIFF		223.42
01-04085	EMBROIDERY & SCREEN WOR	I-202109309424	101-5-211-42640	UNIFORMS-SHERIFF		552.00
01-12132	MIDCONTINENT COMMUNICAT	I-202110019511	101-5-211-42800	UTILITIES-SHERIFF		125.00
01-12174	MICROSOFT	I-202109309438	101-5-211-42520	MAIN CONTRACTS-SHERIFF		912.00
01-13252	NORTHTOWN AUTOMOTIVE	I-202110019512	101-5-211-42500	MAINTENANCE-SHERIFF		91.26
01-16017	QUALIFIED PRESORT SERVI	I-202109309495	101-5-211-42520	MAIN CONTRACTS-SHERIFF		135.49
01-18694	STREICHER'S, INC.	I-202109309457	101-5-211-42660	LAW ENFORCEMENT EQUIP-SHERIFF		2,629.06
01-19064	TIRE MUFFLER ALIGNMENT	I-202109309445	101-5-211-42500	MAINTENANCE-SHERIFF		148.42
DEPARTMENT 211 SHERIFF					TOTAL:	4,955.65

VENDOR SET: 01 Yankton County
PACKET: 02052 10-05-2021 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 212 COUNTY JAIL

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00269	AVERA SACRED HEART HOSP	I-202109309449	101-5-212-42200	PROF SERVICES-JAIL		363.58
01-00377	AMG RADIOLOGY YANKTON	I-202109309451	101-5-212-42200	PROF SERVICES-JAIL		35.74
01-00402	AVERA MEDICAL GROUP	I-202109309452	101-5-212-42200	PROF SERVICES-JAIL		87.62
01-01147	BOB BARKER COMPANY, INC	I-202110019500	101-5-212-42600	SUPPLIES-JAIL		1,179.64
01-01383	SCOTT FAMILY DENTISTRY,	I-202110019504	101-5-212-42200	PROF SERVICES-JAIL		196.00
01-02059	CHARM-TEX	I-202110019505	101-5-212-42600	SUPPLIES-JAIL		3,265.76
01-02428	JERRY SORBEL	I-202110019506	101-5-212-42200	PROF SERVICES-JAIL		420.00
01-02595	AMG HOSPITALISTS	I-202109309453	101-5-212-42200	PROF SERVICES-JAIL		301.77
01-02908	AVERA MEDICAL GROUP FAM	I-202109309454	101-5-212-42200	PROF SERVICES-JAIL		32.51
01-03073	DIAMOND DRUGS	I-202109309417	101-5-212-42200	PROF SERVICES-JAIL		244.49
01-04056	EZ DUZ IT LAUNDRY	I-202109309421	101-5-212-42600	SUPPLIES-JAIL		116.00
01-04056	EZ DUZ IT LAUNDRY	I-202109309422	101-5-212-42640	UNIFORMS-JAIL		8.00
01-08019	INTERSTATE ALL BATTERY	I-202109309430	101-5-212-42600	SUPPLIES-JAIL		215.25
01-09196	JACKS UNIFORMS & EQUIPM	I-202110019509	101-5-212-42640	UNIFORMS-JAIL		927.99
01-09287	JCL SOLUTIONS	I-202109309488	101-5-212-42600	SUPPLIES-JAIL		1,298.57
01-09400	DAVIS DISTRIBUTORS INC	I-202109309432	101-5-212-42600	SUPPLIES-JAIL		536.25
01-09400	DAVIS DISTRIBUTORS INC	I-202110019510	101-5-212-42600	SUPPLIES-JAIL		563.20
01-10007	KAISER APPLIANCE & REFR	I-202109309455	101-5-212-42500	MAINTENANCE-JAIL		365.50
01-12174	MICROSOFT	I-202109309438	101-5-212-42530	SECURITY MAINTENANCE-JAIL		912.00
01-12193	MIDWEST CARD & ID SOLUT	I-202109309440	101-5-212-42600	SUPPLIES-JAIL		100.63
01-14005	OLSON'S PEST TECHNICIAN	I-202109309494	101-5-212-42600	MAINTENANCE-JAIL		133.00
01-19064	TIRE MUFFLER ALIGNMENT	I-202109309444	101-5-212-42540	AUTO EXPENSE-JAIL		19.72
01-22241	ONE OFFICE SOLUTION	I-202109309499	101-5-212-42600	SUPPLIES-JAIL		163.24
01-24002	YANKTON REXALL DRUG CO.	I-202109309458	101-5-212-42200	PROF SERVICES-JAIL		819.55
01-24004	YANKTON MEDICAL CLINIC	I-202109309459	101-5-212-42200	PROF SERVICES-JAIL		379.38

DEPARTMENT 212 COUNTY JAIL

TOTAL:

12,685.39

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 411 CARE OF POOR

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-202109309495	101-5-411-42600	SUPPLIES-POOR RELIEF		98.11
01-21057	LISA VEN OSDEL	I-202109309446	101-5-411-42700	TRAVEL-POOR RELIEF		313.74
DEPARTMENT 411 CARE OF POOR TOTAL:						411.85

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 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-202109309495	101-5-421-42600	SUPPLIES-NURSE		24.77
DEPARTMENT 421 PUBLIC HEALTH NURSE TOTAL:						24.77

VENDOR SET: 01 Yankton County
PACKET: 02052 10-05-2021 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-202109309405	101-5-424-42600	SUPPLIES-AMBULANCE		60.00
01-00269	AVERA SACRED HEART HOSP	I-202109309406	101-5-424-42600	SUPPLIES-AMBULANCE		130.55
01-00311	SACRED HEART HEALTH SER	I-202109309407	101-5-424-42200	PROF SERVICES-AMBULANCE		1,500.00
01-00363	AT & T	I-202109309450	101-5-424-42800	UTILITIES-AMBULANCE		36.05
01-02001	CITY OF YANKTON	I-202109309481	101-5-424-42800	UTILITIES-AMBULANCE		558.08
01-02125	CREDIT COLLECTION SERVI	I-202109309410	101-5-424-42200	PROF SERVICES-AMBULANCE		873.44
01-02690	CINTAS	I-202109309415	101-5-424-42600	SUPPLIES-AMBULANCE		91.40
01-12129	MATHESON TRI-GAS INC. d	I-202109309436	101-5-424-42600	SUPPLIES-AMBULANCE		236.42
01-12167	MENARDS	I-202109309491	101-5-424-42600	SUPPLIES-AMBULANCE		162.98
01-21042	VERIZON	I-202109309496	101-5-424-42800	UTILITIES-AMBULANCE		304.07
				DEPARTMENT 424 AMBULANCE	TOTAL:	3,952.99

VENDOR SET: 01 Yankton County
PACKET: 02052 10-05-2021 CLAIMS
FUND : 101 GENERAL FUND
DEPARTMENT: 445 MENTAL ILLNESS BOARD

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-11005	LEWIS & CLARK BEHAVIORA	I-202109309434	101-5-445-00000	HEARINGS-MI		552.00
01-11092	LUCILLE M. LEWNO	I-202109309490	101-5-445-00000	HEARINGS-MI		120.00
01-12134	MINNEHAHA COUNTY AUDITO	I-202109309437	101-5-445-00000	HEARINGS-MI		104.50
DEPARTMENT 445 MENTAL ILLNESS BOARD TOTAL:						776.50

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 101 GENERAL FUND

DEPARTMENT: 611 COUNTY EXTENSION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02001	CITY OF YANKTON	I-202109309481	101-5-611-42800	UTILITIES-EXTENSION		73.38
DEPARTMENT 611 COUNTY EXTENSION TOTAL:						73.38

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01026	BOLLER PRINTING CO.	I-202109309460	201-5-311-42600	SUPPLIES-HWY		26.63
01-01406	PRESTO-X	I-202109309461	201-5-311-42500	MAINTENANCE-HWY		118.00
01-02001	CITY OF YANKTON	I-202109309462	201-5-311-42800	UTILITIES-HWY		108.82
01-02058	CONCRETE MATERIALS	I-202109309463	201-5-311-42904	ASPHALT ROAD-HWY		155,354.16
01-03751	SHELDON ENGEN	I-202109309464	201-5-311-42500	MAINTENANCE-HWY		1,350.00
01-04856	GROWMARK FS	I-202109309465	201-5-311-42640	FUEL-HWY		19,838.37
01-05216	FRANCOTYP-POSTALIA, INC	I-202109309466	201-5-311-42600	SUPPLIES-HWY		68.85
01-05242	FASTENAL INDUSTRIAL & C	I-202109309467	201-5-311-42500	MAINTENANCE-HWY		278.14
01-06244	GRAHAM TIRE YANKTON	I-202109309468	201-5-311-42500	MAINTENANCE-HWY		469.00
01-08014	I STATE TRUCK CENTER	I-202109309469	201-5-311-42500	MAINTENANCE-HWY		68.54
01-08028	DIAMOND VOGEL PAINT CEN	I-202109309470	201-5-311-42904	ASPHALT ROAD-HWY		11,529.35
01-09014	JEBRO INC.	I-202109309471	201-5-311-42900	ANNUAL PROJECTS-HWY		386,334.40
01-11011	LONGS PROPANE INC.	I-202109309472	201-5-311-42640	FUEL-HWY		27.30
01-13001	NORTHWESTERN ENERGY	I-202109309473	201-5-311-42800	UTILITIES-HWY		749.68
01-17180	RDO EQUIPMENT CO.	I-202109309474	201-5-311-42500	MAINTENANCE-HWY		425.15
01-17226	RIVERSIDE HYDRAULICS &	I-202109309475	201-5-311-42500	MAINTENANCE-HWY		117.92
01-21042	VERIZON	I-202109309496	201-5-311-42800	UTILITIES-HWY		86.84
			DEPARTMENT 311	HIGHWAY CONSTRUCTION & TOTAL:		576,951.15
			FUND	201	ROAD & BRIDGE	TOTAL: 576,951.15

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 207 EMERGENCY 911 FUND

DEPARTMENT: 225 LOCAL EMERGENCY PLANNING

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	VAST BUSINESS	I-202110019501	207-5-225-42800	UTILITIES-E911		115.35
01-01200	VAST BUSINESS	I-202110019502	207-5-225-42800	UTILITIES-E911		1,116.87
01-02001	CITY OF YANKTON	I-202109309480	207-5-225-42200	E911/ DISPATCH-SERVICES		22,776.58
01-02692	CENTURYLINK	I-202109309416	207-5-225-42800	UTILITIES-E911		83.20
01-02692	CENTURYLINK	I-202110019507	207-5-225-42800	UTILITIES-E911		75.18

DEPARTMENT 225 LOCAL EMERGENCY PLANNI TOTAL: 24,167.18

FUND	207	EMERGENCY 911 FUND	TOTAL:	24,167.18
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VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 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-202109309476	226-5-222-42600	SUPPLIES-EDS		263.42
01-00090	KOPETSKY'S ACE HARDWARE	I-202109309476	226-5-222-42620	LEPC FUND-EDS		47.87
01-04031	ELECTAIR, INC.	I-202109309420	226-5-222-42500	MAINTENANCE-EDS		508.41
01-12193	MIDWEST CARD & ID SOLUT	I-202109309439	226-5-222-42600	SUPPLIES-EDS		395.02
01-12371	MIDAMERICAN ENERGY	I-202109309492	226-5-222-42800	UTILITIES-EDS		8.00
01-18610	TWO WAY SOLUTIONS INC	I-202109309443	226-5-222-42600	SUPPLIES-EDS		64.98
01-21042	VERIZON	I-202109309496	226-5-222-42800	UTILITIES-EDS		816.84
01-22241	ONE OFFICE SOLUTION	I-202109309499	226-5-222-42600	SUPPLIES-EDS		39.99
01-22241	ONE OFFICE SOLUTION	I-202109309499	226-5-222-42500	MAINTENANCE-EDS		10.78
DEPARTMENT 222 EMERGENCY MANAGEMENT TOTAL:						2,155.31
FUND 226 EMERGENCY MANAGEMENT TOTAL:						2,155.31

VENDOR SET: 01 Yankton County
 PACKET: 02052 10-05-2021 CLAIMS
 FUND : 233 COUNTY BUILDING
 DEPARTMENT: 920 GOVERNMENT BUILDINGS

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01011	BOMGAARS	I-202109309478	233-5-920-00000	GOVT BUILDINGS		41.49
01-01011	BOMGAARS	I-202109309479	233-5-920-00000	GOVT BUILDINGS		50.10
01-12167	MENARDS	I-202109309491	233-5-920-00000	GOVERNMENT BUILDINGS		58.86
DEPARTMENT 920 GOVERNMENT BUILDINGS TOTAL:						150.45
FUND 233 COUNTY BUILDING TOTAL:						150.45

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-15051	PHARMCHEM. INC.	I-202109309441	248-5-212-42600	SUPPLIES-24/7		2,341.10
01-22241	ONE OFFICE SOLUTION	I-202109309498	248-5-212-43500	MINOR EQUIPMENT-24/7		4,891.85
DEPARTMENT 212 24/7 PROGRAM						TOTAL: 7,232.95
FUND 248 24/7 SOBRIETY FUND						TOTAL: 7,232.95

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 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-202109309499	250-5-163-42900	M & PR FUND-ROD		713.76
DEPARTMENT 163 MOD & PRESERV RELIEF TOTAL:						713.76
FUND 250 M & P R FUND TOTAL:						713.76

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 759 CLEARING FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03749		I-202109309418	759-4-34217	REFUND-CAM DAILY FEE		16.00
				DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL:	16.00
				FUND 759 CLEARING FUND	TOTAL:	16.00

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02052 10-05-2021 CLAIMS

FUND : 768 ST WIDE 24/7 SOBRIETY FUN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-03749		I-202109309418	768-4-34230	REFUND-SCRAM		80.00
DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL:						80.00
FUND 768 ST WIDE 24/7 SOBRIETY TOTAL:						80.00
REPORT GRA TOTAL:						704,232.18

** 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	101-4-34422	AMBULANCE FEES *NON-EXPENS	50.00	750,000-	158,256.67-				
	101-5-111-42300	PUBLISHINGS	255.86	13,000	1,540.68				
	101-5-111-42700	TRAVEL	606.00	10,000	2,597.65				
	101-5-120-42400	RENTALS	280.07	4,126	5,631.76-	Y			
	101-5-120-42600	SUPPLIES	19.90	1,200	41.45-	Y			
	101-5-130-42200	PROFESSIONAL SERVICE & FEE	44,634.35	400,000	51,647.90				
	101-5-130-42210	JUROR-WITNESS-HEARINGS-LAB	512.16	50,000	23,520.44				
	101-5-130-42220	NEGLECTED	158.40	50,000	43,492.40				
	101-5-141-42600	SUPPLIES	85.95	10,000	5,769.52				
	101-5-141-42700	TRAVEL	202.00	2,400	70.99				
	101-5-142-42600	SUPPLIES	351.02	13,000	2,876.58				
	101-5-151-42600	SUPPLIES	577.11	8,800	4,943.44				
	101-5-161-42500	REPAIRS & MAINTENANCE	788.44	25,000	8,051.55				
	101-5-161-42600	SUPPLIES	139.09	12,000	2,605.10-	Y			
	101-5-161-42800	UTILITIES	5,805.43	72,000	21,631.94				
	101-5-162-42200	PROFESSIONAL SERVICE & FEE	149.50	1,000	701.50				
	101-5-162-42600	SUPPLIES	49.15	10,000	2,786.83				
	101-5-162-42700	TRAVEL	2,146.22	16,300	10,242.09				
	101-5-163-42600	SUPPLIES	249.70	3,000	393.25				
	101-5-165-42400	RENTALS	40.01	625	57.87				
	101-5-165-42600	SUPPLIES	250.40	820	29.68				
	101-5-169-42500	REPAIRS & MAINTENANCE	746.27	40,000	18,396.34				
	101-5-169-42600	SUPPLIES	443.89	19,000	7,944.59				
	101-5-169-42800	UTILITIES	11,143.73	137,000	30,967.10				
	101-5-211-42500	REPAIRS & MAINTENANCE	239.68	25,601	13,780.51				
	101-5-211-42520	MAINTENANCE CONTRACTS	1,047.49	10,000	4,125.33				
	101-5-211-42600	SUPPLIES	223.42	6,800	5,179.22				
	101-5-211-42640	UNIFORMS	552.00	3,240	1,601.83				
	101-5-211-42660	LAW ENFORCEMENT EQUIP	2,629.06	12,790	1,407.40				
	101-5-211-42700	TRAVEL	139.00	11,250	6,175.89				
	101-5-211-42800	UTILITIES	125.00	3,000	2,645.00				
	101-5-212-42200	PROFESSIONAL SERVICES	2,880.64	115,000	69,485.86				
	101-5-212-42500	REPAIRS & MAINTENANCE	365.50	7,000	3,350.90				
	101-5-212-42530	SECURITY MAINTENANCE	912.00	6,590	4,938.48				
	101-5-212-42540	AUTO EXPENSE	19.72	4,590	3,738.10				
	101-5-212-42600	SUPPLIES	7,571.54	40,000	8,851.86				
	101-5-212-42640	UNIFORMS	935.99	2,450	224.27				
	101-5-411-42600	SUPPLIES	98.11	3,000	351.59				
	101-5-411-42700	TRAVEL	313.74	400	196.87-	Y			
	101-5-421-42600	SUPPLIES	24.77	1,350	367.36				
	101-5-424-42200	PROFESSIONAL SERVICE & FEE	2,373.44	74,455	28,166.98				
	101-5-424-42600	SUPPLIES	681.35	104,500	22,314.55				
	101-5-424-42800	UTILITIES	898.20	32,130	12,209.43				
	101-5-445-00000	MISC	776.50	100,000	56,900.17				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-5-611-42800	UTILITIES	73.38	8,000	1,083.23				
	101-5-711-42400	RENTALS	104.86	8,900	6,943.76				
	101-5-711-42600	SUPPLIES	53.35	4,150	927.72				
	101-5-711-42800	UTILITIES	41.99	1,150	167.16				
	201-5-311-42500	REPAIRS & MAINTENANCE	2,826.75	190,000	76,702.90				
	201-5-311-42600	SUPPLIES	95.48	500,484	46,530.40-	Y			
	201-5-311-42640	HWY FUEL	19,865.67	146,250	54,913.32				
	201-5-311-42800	UTILITIES	945.34	32,000	9,953.42				
	201-5-311-42900	ANNUAL PROJECT(S)	386,334.40	864,000	190,761.56-	Y			
	201-5-311-42904	ASPHALT ROAD (MILL & OVERL	166,883.51	472,188	280,562.81-	Y			
	207-5-225-42200	PROFESSIONAL SERVICE & FEE	22,776.58	152,656	66,543.42				
	207-5-225-42800	UTILITIES	1,390.60	44,000	24,893.01				
	226-5-222-42500	REPAIRS & MAINTENANCE	519.19	24,720	15,687.28				
	226-5-222-42600	SUPPLIES	763.41	41,879	13,260.35				
	226-5-222-42620	LEPC SUPPLIES	47.87	7,832	6,070.29				
	226-5-222-42800	UTILITIES	824.84	17,700	6,591.75				
	233-5-920-00000	MISC	150.45	60,000	12,573.24				
	248-5-212-42600	SUPPLIES	2,341.10	31,830	831.18-	Y			
	248-5-212-43500	FURNITURE & MINOR EQUIPMEN	4,891.85	7,000	1,548.17				
	250-5-163-42900	M & PR EXPENSE	713.76	7,000	98.79-	Y			
	759-4-34217	SCRAM BRACELETS*NON-EXPENS	16.00	0	490.00				
	768-4-34230	SOBRIETY TESTIN*NON-EXPENS	80.00	0	269.00-				
	** 2021 YEAR TOTALS		704,232.18						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101	NON-DEPARTMENTAL	50.00
101-111	COMMISSIONERS	861.86
101-120	ELECTIONS	299.97
101-130	COURT	45,304.91
101-141	AUDITOR	287.95
101-142	TREASURER	351.02
101-151	STATES ATTORNEY	577.11
101-161	GOVERNMENT BUILDINGS	6,732.96
101-162	DIRECTOR OF EQUALIZATION	2,344.87
101-163	REGISTER OF DEEDS	249.70
101-165	VETERANS SERVICE OFFICER	290.41
101-169	SAFETY CENTER BUILDING	12,333.89
101-211	SHERIFF	4,955.65

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-212	COUNTY JAIL	12,685.39
101-411	CARE OF POOR	411.85
101-421	PUBLIC HEALTH NURSE	24.77
101-424	AMBULANCE	3,952.99
101-445	MENTAL ILLNESS BOARD	776.50
101-611	COUNTY EXTENSION	73.38
101-711	PLANNING & ZONING	200.20

101 TOTAL	GENERAL FUND	92,765.38
201-311	HIGHWAY CONSTRUCTION & MA	576,951.15

201 TOTAL	ROAD & BRIDGE	576,951.15
207-225	LOCAL EMERGENCY PLANNING	24,167.18

207 TOTAL	EMERGENCY 911 FUND	24,167.18
226-222	EMERGENCY MANAGEMENT	2,155.31

226 TOTAL	EMERGENCY MANAGEMENT	2,155.31
233-920	GOVERNMENT BUILDINGS	150.45

233 TOTAL	COUNTY BUILDING	150.45
248-212	24/7 PROGRAM	7,232.95

248 TOTAL	24/7 SOBRIETY FUND	7,232.95
250-163	MOD & PRESERV RELIEF	713.76

250 TOTAL	M & P R FUND	713.76
759	NON-DEPARTMENTAL	16.00

759 TOTAL	CLEARING FUND	16.00
768	NON-DEPARTMENTAL	80.00

768 TOTAL	ST WIDE 24/7 SOBRIETY FUN	80.00

** TOTAL **		704,232.18

NO ERRORS

** END OF REPORT **

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 9/01/2021

PAY PERIOD ENDING: 9/30/2021

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

-----EARNINGS-----			----BENF/REIMB----		-----DEDUCTIONS-----				-----TAXES-----			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	0.00	299,024.24	VEH	48.00	010	PENSU	5617.25	539.41	FED W/H	396,293.45	32,931.93	
HOUR	6,562.25	118,152.47			011	ROTH	1950.00		FICA	428,293.12	26,554.19	26554.19
OVERT	164.50	4,705.48			020	AFLAC	1230.83		MEDI	428,293.12	6,210.25	6210.25
VAC	793.75	4,950.28			030	COL	352.03					
SICK	512.50	5,192.78			045	GARN	293.24					
MEALS	0.00	11.00			050	OPTLG	342.27					
CELL	0.00	1,300.00			051	UWAY	10.00					
LONG	0.00	458.33			062	GARN	50.00					
VACPO	0.00	2,031.04			080	LEGAL	25.90					
HOL	755.00	5,300.55			086	CHLDS	578.00					
FNRL	10.00	252.80			100	NRS	69.44					
SPO	0.00	2,063.64			11	SDRS6	16464.77	16464.77				
					12	SDRS8	9848.21	9848.21				
					410	FLEXA	4432.72					
					420	LIFE	341.43					
					430	FLEXC	936.71					
					440	VSP	292.69					
					450	DELTA	1566.22					
					460	AVERA	3875.08					
					462	AVERA		571.71				
					463	HSA-1		8035.30				
					464	HSA	1764.32					
					465	HSA-2		18294.72				
					466	COHSA		1577.26				
					467	COPAY	1987.48					
					470	AVERA		27221.92				
					P7	SPOUS	171.06					
TOTALS:	8,798.00	443,442.61		48.00			52199.65	82553.30			65,696.37	32764.44

-----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	16,119.79	15,790.07	129.72	0.00	200.00	0.00	1,764.57	2,651.82	11,703.40
101-142	18,484.86	18,384.86	0.00	0.00	100.00	0.00	1,558.62	2,937.04	13,989.20
101-151	38,180.08	36,171.28	0.00	0.00	2,008.80	0.00	2,784.70	6,266.12	29,129.26
101-161	13,689.01	10,371.77	0.00	3,069.24	200.00	48.00	1,361.78	1,967.18	10,312.05
101-162	25,900.66	23,481.45	0.00	0.00	2,419.21	0.00	3,294.70	2,841.55	19,764.41
101-163	12,655.14	12,505.14	0.00	0.00	150.00	0.00	850.57	2,074.35	9,730.22
101-165	3,530.93	3,373.50	0.00	157.43	0.00	0.00	257.96	517.26	2,755.71

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 9/01/2021

PAY PERIOD ENDING: 9/30/2021

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

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
101-211	65,014.31	64,689.31	0.00	0.00	325.00	0.00	10,384.30	10,126.17	44,503.84
101-212	82,061.59	81,911.59	0.00	0.00	150.00	0.00	12,373.65	11,298.74	58,389.20
101-213	300.00	250.00	0.00	0.00	50.00	0.00	0.00	52.95	247.05
101-421	3,564.60	3,553.60	0.00	0.00	11.00	0.00	561.26	286.43	2,716.91
101-424	51,327.46	45,188.80	3,566.58	2,572.08	0.00	0.00	2,858.12	7,638.98	40,830.36
101-611	7,320.81	7,220.81	0.00	0.00	100.00	0.00	534.28	1,138.26	5,648.27
101-612	2,597.38	2,597.38	0.00	0.00	0.00	0.00	305.84	340.60	1,950.94
101-711	10,394.20	10,394.20	0.00	0.00	0.00	0.00	2,028.38	1,451.33	6,914.49
201-311	74,851.94	64,759.60	199.00	9,743.34	150.00	0.00	10,158.45	11,724.02	52,969.47
226-222	10,542.54	9,578.04	810.18	154.32	0.00	0.00	1,122.47	1,719.38	7,700.69
248-212	1,264.45	1,264.45	0.00	0.00	0.00	0.00	0.00	192.38	1,072.07
TOTALS	443,490.61	417,176.71	4,705.48	15,696.41	5,864.01	48.00	52,199.65	65,696.37	325,546.59

REGULAR INPUT: 139

MANUAL INPUT: 1

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 140

IOUX COUNCIL

Sep/15/2021

Check#

000038

YANKHWYP

YANKTON COUNTY HIGHWAY DEPT

Check Date: Sep/15/2021		Vendor Number YANKHWYP		Check No.	000038
Invoice Number	Invoice Date	Voucher ID	PO Number	Paid Amount	
boyscouts	Sep/01/2021	00015936		13,112.76	
Total Paid Amount				\$13,112.76	

200434890
unanticipated
Revenue

THIS DOCUMENT HAS A SECURITY WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW



SIoux COUNCIL
BOY SCOUTS OF AMERICA
800 N. West Avenue
Sioux Falls, SD 57104

FIRST PREMIER BANK
500 S Minnesota Ave
Sioux Falls, SD 57105

000038

Date Sep/15/2021

Pay Amount \$13,112.76***

THIRTEEN THOUSAND ONE HUNDRED TWELVE AND 76 / 100 DOLLAR

Pay
To The
Order Of YANKTON COUNTY HIGHWAY DEPT
3302 W City Limits Road
Yankton, SD 57078

[Signature]
[Signature]

MP
MP

000038 091408598 6106159517



EMC INSURANCE COMPANIES
PO BOX 712
DES MOINES IA 50306-0712

A00066C
YANKTON COUNTY
321 W 3RD ST STE 100
YANKTON SD 57078-4396

Check L34297354 Issue date 09/17/21
Claim BA10-Z01682067 Loss date 09/10/21
Policy 4E4-61-57 from 01/01/21 to 01/01/22
Insured Yankton County

Agency M.T. & R.C. SMITH INSURANCE,
Agent DB-5194
Approved TOM-L
Issued at HO ERU

Payee YANKTON COUNTY

Check amount \$****2,986.00

Payment Collision damage to 2019 Dodge Grand Caravan VIN# 740590
for less \$2000.00 deductible.

(NON-NEGOTIABLE)

191437300
Unanticipated
Sherrill

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



PO BOX 712
DES MOINES IA 50306-0712

Employers Mutual Casualty Company
EMCASC0 Insurance Company
EMC Property & Casualty Company
Illinois EMCASC0 Insurance Company
Union Insurance Company of Providence
Dakota Fire Insurance Company

DATE 09/17/2021 L34297354

36-1901
1012

\$****2,986.00

PAY TO YANKTON COUNTY

\$****2,986.00

VOID AFTER 180 DAYS

THE SUM TWO THOUSAND NINE HUNDRED EIGHTY SIX DOLLARS AND 00 CENTS

FOR Claim number BA10-Z01682067, Issued at HO ERU
Collision damage to 2019 Dodge Grand Caravan VIN# 740590
less \$2000.00 deductible.

SENT TO A00066C
YANKTON COUNTY
321 W 3RD ST STE 100
YANKTON SD 57078-4396

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

John K. Jan

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

⑈34297354⑈ ⑆101219017⑆ 5008008361⑈

August 1st, 2021

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

Dear Yankton County Commission,

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

We are sending this grant package to all 66 counties in the state. Since this is an annually renewing grant, we need to provide information on the grant to all counties whether they have participated in the grant before or not. Counties can take part in the grant or leave the grant as they so choose on an annual basis.

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

The 2022 Local Emergency Management Performance Grant Sub-Recipient Agreement is comprised of the main agreement and four exhibits; Exhibit A which describes the grant, Exhibit B which describes terms and conditions that apply to the grant, Exhibit C which identifies work topic areas under the LEMPG, and Exhibit D the Administrative Manual which provides administrative instructions and definitions. The main agreement includes Section 25 which identifies general requirements which must be completed by the end of the contract. Exhibit B is derived from Federal requirements of FEMA's Emergency Management Performance Grant (the grant the LEMPG funds are awarded from). Entities receiving funds from this grant must abide by all Terms and Conditions outlined in this Exhibit. Exhibit C identifies topic areas that all reimbursed positions must participate in and which should be reported on a monthly basis and submitted quarterly.

If you wish to take part in the 2022 LEMPG program, please sign the 2022 Local Emergency Management Performance Grant Agreement and return the signed signature to your assigned Regional Coordinator by September 30, 2021. If you do not wish to participate, please have your emergency manager contact their Regional Coordinator by email so we have verification from you. We will notify you when we receive our EMPG award in the spring/summer of 2022 and are able to provide reimbursement payments.

An option we are offering this year is to receive a digital copy of this agreement and the ability to execute

the contract electronically through Adobe Sign. Digital signatures are allowed under SDCL 53-12 and our intent is to move to electronic execution of this contract next year. This year it is voluntary. The benefits of utilizing Adobe Sign are a much quicker turnaround time in completion of signing the contract and efficiencies in handling. If you would like to participate in digitally signing this agreement this year, please contact your Regional Coordinator and we will get the agreement sent to you ready for digital signature.

Note to the County Auditor:

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Tina A. Titze".

TINA A. TITZE
Director

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

Attachments: 2022 LEMPG Grant Package

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2022 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement
Between**

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

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

Referred to as Sub-Recipient

Referred to as State

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

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

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

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

The Sub-Recipient will undertake, complete, and report as necessary to their Regional Coordinator the work or performance as described in Section 25, General Requirements, of this agreement. 100% of all activities identified in this contract must be completed. The Sub-Recipient must report on a quarterly basis, all activities performed in Exhibit C.

4. BASIS FOR SUBAWARD AMOUNTS:

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

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-

party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. The closeout of this agreement does not affect the State's responsibility to monitor beyond the performance period end date. As appropriate, the cooperative audit resolution process may be applied.

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

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

6. RETENTION AND INSPECTION OF RECORDS:

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

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

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

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

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor

General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

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

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

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

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

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

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

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

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

8. SUB-RECIPIENT ATTESTATION:

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

- (A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- (D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

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

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

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

9. CLOSEOUT:

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

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

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

11. COST PRINCIPLES:

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

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Sub-Recipient may only terminate this Agreement if no grant funds under this Agreement have been expended. If this Agreement is terminated for any reason and the project is only partially complete, the Sub-Recipient may be required to repay all grant funds paid under this Agreement to the State.

13. FUNDING:

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

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto. Any assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

15. CONTROLLING LAW:

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

16. SUPERCESSION:

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

17. SEVERABILITY:

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

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing.

19. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

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

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

20. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services under this Agreement.

21. CONFLICT OF INTEREST:

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

22. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination. Termination of this Agreement for any reason by either party does not relieve the Sub-Recipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Sub-Recipient identifies that it may not be able to complete a Workplan item or other requirement contained herein within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension prior to the deadline. If no request for an extension is received prior to the deadline, and the Workplan item or other requirement is not completed, all funds awarded under this Agreement for that quarter will automatically de-obligate and be available to other sub-recipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

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

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

C. AGENCY OR GRANT SPECIFIC CLAUSES

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

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

25. GENERAL REQUIREMENTS:

ADMINISTRATION

- Submit a quarterly financial report in WebEOC no later than 30 days after the end of each quarter.
- Document all activities performed by your jurisdiction as they relate to the five areas of Administration, Preparedness, Mitigation, Response, and Recovery that are above and beyond the other items listed in Section 25. Reporting of all activities encompassed by these areas on the Workplan Reporting form should be completed monthly and shall be submitted quarterly (due 30 days after the end of each quarter).
- Complete the NIMS spreadsheet by July 1.
- Meet with your Regional Coordinator quarterly.
- Complete surveys, assessments, other grant requirements, etc. as requested by the State.

- Serve as the County Point of Contact for purposes of equipment monitoring for the EMPG and Homeland Security Grant programs conducted by DPS.
- Provide the State with working email, work phone, cell phone, and home contact information for the county emergency manager and an alternate contact.
- Complete the Local Capabilities Assessment for Readiness (LCAR) with your Regional Coordinator by December 31st.

Training

- All emergency management staff positions supported by LEMPG funding must comply with training and exercise requirements identified in the LEMPG Workplan.
- New county emergency management staff: If you are a new county emergency management staff member (this Federal Fiscal Year (FFY) will be your first full year as an emergency management staff member), the following classes must be completed by the end of the FFY (note that IS classes can be taken online):
 - Complete the following Incident Command System courses:
 - IS-100, IS-200, ICS-300, IS-700, and IS-800. (To be completed within 12 months of hire.)
 - Complete the EM 101 & EM 102 course. (To be completed within 12 months of hire.)
 - Complete Incident Command System courses ICS-400. (To be completed within 24 months of hire.)
- The following courses are required for all county emergency management staff. Regional Coordinators will work with new county emergency management staff members to have the following training completed within 2 years of hire. (Note that IS classes can be completed online.)
 - Complete the FEMA Professional Development Series (PDS) or the National Emergency Management Basic Academy and upload a copy of your Emergency Management Institute (EMI) certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
 - Complete the EM 103 course. (To be completed within 24 months of hire.)
 - Complete the Homeland Security Exercise and Evaluation Program (HSEEP) course and upload documentation of completion in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
- The following courses are required for all county emergency management staff. Regional Coordinators will work with new county emergency management staff members to have the following training completed within 6 years of hire. (Note that IS classes can be completed online.)
 - Complete the FEMA Advanced Professional Series (APS) and upload a copy of your EMI certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 6 years of hire.)
- The following is required for all county emergency management staff. Regional Coordinators will work with county emergency management staff members who are required to complete the following training.
 - Complete a minimum of 1 approved classroom course offered by OEM for continuing education. Upload a copy of your certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed by end of performance period)

PREPAREDNESS

Threats and Hazards Identification

- Complete or update a THIRA for your county jurisdiction as required. This objective can be met by completing the SD Homeland Security THIRA. (Currently required once every three years)

Planning

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

Resource Management & Logistics

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

Operational Coordination

- Identify and maintain primary and alternate EOC facilities. Evaluate the facilities capabilities to make planned improvements as possible.
- Maintain an EOC regional staffing capability thru mutual aid personnel resources from within your region. This capability is required to be documented, documentation to be uploaded in WebEOC and reported to the Regional Coordinator.
- Maintain a local (jurisdictional) primary and alternate capability for the functions of Public Affairs (Public Information Officer) and Finance. Coordinate and track training for identified people performing these functions, document on the NIMS Spreadsheet.
- Develop and participate in an annual regional exercise based on the Regional EOC staffing capability and to the exercise level (Tabletop, Functional, Full-Scale) of the Region's choosing. Regional Coordinator to document and verify participation. *Note: This exercise is a separate exercise requirement from the mandated annual Full-Scale exercise and cannot be combined.*
- Maintain a Just-in-time EOC staffing plan that includes jurisdictional recruitment, just-in-time training materials, and job descriptions. This plan should include positions supporting the functions of public affairs (PIO), planning, resource tracking, situational awareness, resource ordering & acquiring (Logistics), and finance. Submit the plan in WebEOC and report completion to your Regional Coordinator.

Public Information and Warning

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

Exercises, Evaluations, and Corrective Actions

- All LEMPG funded emergency management staff will participate in and conduct a Homeland Security Exercise and Evaluation Program (HSEEP) consistent exercise incorporating Operational Coordination, Operational Communications, and at least one additional capability from the Core Capabilities List (CCL). The jurisdiction may choose to conduct a Tabletop, Functional, or Full-scale exercise depending on their needs. The exercise must be based on their THIRA and include applicable core capabilities. See the **Administrative Manual Exhibit D** for additional information and requirements regarding exercises.
- All LEMPG funded emergency management staff will participate in and complete the requirements for one of the OEM scheduled drills (SD HAN, WebEOC, or Radio Drill) per quarter. If an OEM scheduled drill is not participated in by the jurisdiction, the jurisdiction must design and conduct a drill, tabletop, or functional exercise following HSEEP.

RESPONSE

Operational Coordination

- If the State Emergency Operation Center (EOC) is activated, impacted counties requesting resources must activate and staff their local EOC.
- Report events to the Office of Emergency Management Duty Officer in a timely manner using current reporting guidelines. (Current guidelines are available in the File Library of WebEOC in the County EM – SDOEM Administration folder).

RECOVERY

- If an event occurs that may meet the guidelines for a Presidential Disaster Declaration, coordinate activities with the State and distribute Preliminary Damage Assessment (PDA) materials and provide PDA Training to eligible applicants within your jurisdiction.
- If a county has received a Presidential Disaster Declaration, assist the State with briefings and accompany the State-FEMA inspection team to meetings, site inspections, and observe the write-up of a project worksheet.

26. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

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

27. DOMESTIC PREFERENCES FOR PROCUREMENT:

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

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

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

29. AGREEMENT OFFICIALS:

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

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

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

30. WORK ITEM REPORTING REQUIREMENTS:

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

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

31. COUNTY EMERGENCY MANAGER WORK SCHEDULE:

The County Emergency Manager must maintain a work schedule commensurate with the percentage of time funded by this grant for Emergency Management functions.

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

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

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

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

31. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) COMPLIANCE:

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

32. AGREEMENT ARTICLES:

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

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2022 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement
Between**

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

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

Referred to as Sub-Recipient

Referred to as State

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

D. AUTHORIZED SIGNATURES

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

Sub-Recipient Signature - County Commission Chairperson

Date

State - South Dakota Office of Emergency Management

Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its DUNS number): Yankton County Commission
- b. Sub-Recipient's DUNS number and unique entity identifier: 782399257
- c. Federal Award Identification Number (FAIN): (To be Determined)
- d. Federal Award Date: (To be Determined)
- e. Sub-award Period of Performance: October 1st, 2021 thru September 30th, 2022
- f. Amount of federal funds obligated to the Sub-Recipient by this agreement: (To be Determined)
- g. Total amount of federal funds obligated to the Sub-Recipient: (To be Determined)
- h. Total amount of the federal award committed to the Sub-Recipient: (To be Determined)
- i. Amount provided by State/Grantor is \$ (To be Determined)
Amount matched by Sub-Recipient \$ (To be Determined)
Total Grant Amount \$ (To be Determined)
- j. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: 2022 Local Emergency Management Performance Grant
- k. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
- Awarding Agency: United States Department of Homeland Security
Federal Emergency Management Agency
- Pass-through Entity: South Dakota Department of Public Safety
Office of Emergency Management
- Contact Information: Allan Miller
605-995-8990
- l. CFDA No(s) and Name(s): 97.042
- m. Is the grant award for research and development (R&D)? YES ____ NO X
- n. Indirect Cost Rate for federal award: Not applicable under this agreement.

Exhibit B

AGREEMENT ARTICLES

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

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

Article II - Universal Identifier and System of Award Management

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

Article III - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IV - SAFECOM

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

Article V - Rehabilitation Act of 1973

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

Article VI - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969* (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their

authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article VII - Acknowledgement of Federal Funding from DHS

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

Article VIII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article IX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article X - Civil Rights Act of 1964 - Title VI

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

Article XI - Notice of Funding Opportunity Requirements

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

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

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

Article XIII - Non-Supplanting Requirement

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

Article XIV - Drug-Free Workplace Regulations

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

Article XV - Federal Leadership on Reducing Text Messaging while Driving

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

Article XVI - DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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

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

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XVIII - Civil Rights Act of 1968

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

Article XIX - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XX - Activities Conducted Abroad

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

Article XXI - Energy Policy and Conservation Act

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

Article XXII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection

Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIII - Terrorist Financing

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

Article XXIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

Article XXV - Duplication of Benefits

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

Article XXVI - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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

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

Article XXVIII - Lobbying Prohibitions

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

connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIX - False Claims Act and Program Fraud Civil Remedies

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

Article XXX - Federal Debt Status

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

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

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

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

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

Article XXXIII - Copyright

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

Article XXXIV - Reporting Subawards and Executive Compensation

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

Article XXXV - Use of DHS Seal, Logo and Flags

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

United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVI - Whistleblower Protection Act

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

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

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article XXXVIII - Patents and Intellectual Property Rights

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

Exhibit C

WORKPLAN

A. SUMMARY

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

B. EMERGENCY MANAGEMENT AREAS OF CONCENTRATION

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

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

C. REPORTING

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

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

EMERGENCY MANAGEMENT AREAS OF CONCENTRATION

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

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

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

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

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

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

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

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

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

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

Exhibit D

ADMINISTRATIVE MANUAL



**Local Emergency Management
Performance Grant (LEMPG)
Administrative Manual
FFY 2022**

Performance Period: October 1, 2021 – September 30, 2022

Introduction

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

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

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

Funding is based on reimbursement of up to 50% of approved County/District Emergency Manager position(s). The funding is used for county/district costs of emergency management personnel expenses and requires a 50% non-federal cash match. All requirements of the LEMPG must be satisfied to receive funding.

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

Note to the County Auditor:

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

LEMPG Administrative Manual

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Section 1: Definitions & Acronyms

A. Definitions

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

Section 2: Grant Subaward Process

A. Notice of EMPG Funding Opportunity

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

B. Submission of LEMPG by Jurisdiction

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

C. Initial and Final Subaward Agreements

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

Section 3: Reimbursement Process

A. Quarterly Reporting Requirements

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

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

B. Reimbursement Timeline

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

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

C. Allowable Expenses

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

Section 4: Personnel Procedures

A. New Personnel

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

B. Personnel Action Form

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

Appendix A: Summary of Allowable Costs

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

A. Allowable Costs

1. Personnel Compensation and County Portion of Benefits

- a. **Full-Time Status.** Personnel can be funded as full-time employees if 100% of their job duties are dedicated to performing emergency management program elements required by the LEMPG.
- b. **Part-Time Status.** Part-time positions may be funded within an emergency management agency, even though the individual may hold a separate part-time position in another department or in the private sector, provided the duties of the other position do not conflict with or impair the emergency management functions assigned to the individual. Part-time positions will be funded at a percentage directly related to the time devoted to the LEMPG.
- c. **Retirement Funds.** The share of any payment to a retirement fund must be in a prorated amount apportioned on the percentage of EM time.
- d. **Benefits.** The county paid benefits. Note, additional employee paid benefits are not allowable.

2. Travel and Transportation

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

Appendix B: Schedule of Required Hours

Month	Work days each month	Hours per day	Hours Required based on Percentage of Time Worked													
			100%	95%	90%	85%	75%	70%	66%	60%	50%	45.9	43%	40%	30%	25%
Oct-21	20	8	160	167	144	136	120	112	106	96	80	81	69	64	48	40
Nov-21	20	8	160	144	144	136	120	112	106	96	80	70	69	64	48	40
Dec-21	21	8	168	160	151	143	126	118	111	101	84	77	72	67	50	42
Totals			488	471	439	415	366	342	322	293	244	228	210	195	146	122
Jan-22	20	8	160	160	144	136	120	112	106	96	80	77	69	64	48	40
Feb-22	19	8	152	144	137	129	114	106	100	91	76	70	65	61	46	38
Mar-22	23	8	184	167	166	156	138	129	121	110	92	81	79	74	55	46
Totals			496	471	446	422	372	347	327	298	248	228	213	198	149	124
Apr-22	21	8	168	167	151	143	126	118	111	101	84	81	72	67	50	42
May-22	21	8	168	152	151	143	126	118	111	101	84	73	72	67	50	42
Jun-22	21	8	168	167	151	143	126	118	111	101	84	81	72	67	50	42
Totals			504	486	454	428	378	353	333	302	252	235	217	202	151	126
Jul-22	20	8	160	167	144	136	120	112	106	96	80	81	69	64	48	40
Aug-22	23	8	184	160	166	156	138	129	121	110	92	77	79	74	55	46
Sep-22	21	8	168	160	151	143	126	118	111	101	84	77	72	67	50	42
Totals			512	487	461	435	384	358	338	307	256	235	220	205	154	128
Annual Total			2000	1915	1800	1700	1500	1400	1320	1200	1000	926	860	800	600	500

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

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

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

Holidays:

October – Native American Day

November – Veterans Day and Thanksgiving Day

December – Christmas Day

January – New Year's Day and Martin Luther King Jr Day

February – Presidents' Day

May – Memorial Day

June - Juneteenth

July – Independence Day

September – Labor Day

Optional Holidays:

November – Day after Thanksgiving

March/April – Good Friday, Easter Monday

Appendix C: Schedule of Required Forms and Due Dates

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

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

Appendix D: Additional LEMPG Sub-Recipient Agreement Guidance

The following is additional information and guidance on the General Requirements found in Section 25 of the LEMPG Contract of the Local Emergency Management Performance Grant.

1. NIMS Spreadsheet

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

2. Planning

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

3. Comprehensive Resource Management and Credentialing System (CRMCS)

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

4. Preliminary Damage Assessment

- A. Preliminary Damage Assessment (PDA) forms are available in the File Library in WebEOC under PDA Forms. If you have further questions regarding PDA's or Disaster Recovery, please direct them to SDOEM Public Assistance Staff at (605) 773-3231 or your Regional Coordinator.

5. Training

- A. New county emergency management staff: If you are a new county emergency management staff member (this Federal Fiscal Year (FFY) will be your first full year as an emergency management staff member), the following classes must be completed by the end of the FFY (note that IS classes can be taken online):
 - 1. Complete the following Incident Command System courses:
 - 2. IS-100, IS-200, ICS-300, IS-700, and IS-800. (To be completed within 12 months of hire.)
 - 3. Complete the EM 101 & EM102 course. (To be completed within 12 months of hire.)

4. Complete Incident Command System courses ICS-400. (To be completed within 24 months of hire.)
- B. The following courses are required for all county emergency management staff. Regional coordinators will work with new county emergency management staff members to have the following training completed within 2 years of hire. (Note that IS classes can be completed online.)
 1. Complete the FEMA Professional Development Series (PDS) or the National Emergency Management Basic Academy and submit a copy of your Emergency Management Institute (EMI) certificate to your Regional Coordinator. (To be completed within 24 months of hire.)
 2. Complete the EM103 course. (To be completed within 24 months of hire.)
 3. Complete the Homeland Security Exercise and Evaluation Program (HSEEP) course and provide documentation of completion to your Regional Coordinator. (To be completed within 24 months of hire.)
- C. The following courses are required for all county emergency management staff. Regional coordinators will work with new county emergency management staff members to have the following training completed within 6 years of hire. (Note that IS classes can be completed online.)
 1. Complete the FEMA Advanced Professional Series (APS) and submit a copy of your EMI certificate to your Regional Coordinator. (To be completed within 6 years of hire.)
- D. The following is required for all county emergency management staff. Regional Coordinators will work with county emergency management staff members who are required to complete the following training.
 1. Complete a minimum of 1 approved classroom course offered by OEM for continuing education. Submit a copy of your certificate to your Regional Coordinator. (To be completed by end of FFY 2022)
- E. The SDOEM training calendar can be found at: <https://sdoem.eventsmart.com/>. At this site, you can find where and when courses are scheduled and get additional information concerning the SDOE Training Program.
- F. A description of the Professional Development Series can be found at: <http://training.fema.gov/is/searchis.aspx?search=PDS>.
- G. A description of the Advanced Professional Series can be found at: <https://training.fema.gov/programs/aps/>.
- H. For further information and guidance regarding Training, please direct questions to the SDOEM Training staff at (605) 773-3231 or your Regional Coordinator.

6. Exercises, Evaluations, and Corrective Actions

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

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

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

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

1. Communications Drill Schedule

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

- C. **Exercise.** One tabletop, functional, or full-scale exercise is required for fiscal year 2022. A county can choose whether the exercise is a natural, man-made, or technological event, but the exercise must be based on one of the hazards identified in their most recent THIRA. When conducting the exercise, two of the core capabilities being tested must be Operational Communications and Operational Coordination. The third and subsequent core capabilities must be based on the Core Capabilities identified in the THIRA under the chosen hazard.
- D. **Regional, Joint, and EOC Exercises.** A Regional Exercise is defined as an exercise where more than two county jurisdictions participate in the same exercise. Each jurisdiction is required to have at least three agencies, with each agency providing two or more personnel, from their jurisdiction be active participants in the exercise. A Joint Exercise is one where two county jurisdictions participate in the same exercise. The same requirement of three agencies and personnel also applies to Joint Exercises. A jurisdiction may only claim participation in a Regional Exercise once every three years for exercise credit while there are no restrictions on Joint Exercises. If the exercise is an Emergency Operations Center (EOC) exercise, it must be staffed with personnel assigned to Management, Logistics, Finance, Planning, and Public Affairs.
- E. **Real-world Events.** If a county experiences a real-world event during the current LEMPG year, a county may request permission from the State Exercise Coordinator to use a real-world event in lieu of a full-scale exercise. The following criteria must be met in order for a real-world event to be considered.
1. The county's Emergency Operations Center (EOC) must have been operational for at least one (1) operational period.
 2. The following five (5) EOC functions must have been staffed:
 - i. EOC Management
 - ii. EOC Logistics
 - iii. EOC Finance
 - iv. EOC Planning
 - v. EOC Public Affairs (Public Information Officer (PIO))
 3. An Incident Action Plan(s) (IAP's) must be submitted for one (1) operational period of the event to the State Exercise Coordinator.

F. **Exercise Documentation Required.** To receive credit for the required annual exercise, each county must fill out and upload the below listed forms to the county's Exercise Reporting board in WebEOC:

1. Discussions and Operations-Based Exercises
 - i. Exercise Notification – At least **45 days** prior to exercise.
 - ii. Exercise Plan (EXPLAN) – At least **30 days** prior to exercise.
 - iii. Master Scenario Events List (MSEL) – Within **90 days** post exercise.
 - iv. After Action Report-Improvement Plan (**each participating county is required to submit if exercise is done as a multi-county exercise and must address items specific to that county**) – Within **90 days** post exercise.
 - v. Exercise sign-in roster/ CRMCS participation summary – Within **90 days** post exercise.
2. Real-World Event (Once authorization has been received)
 - i. Incident Action Plan(s) (IAP's) for one (1) operational period with the five (5) EOC functions staffed – Within **90 days** post event.
 - ii. An After-Action Report-Improvement Plan that specifically addresses Operational Coordination, Operational Communications, and one additional core capability – Within **90 days** post event.
 - iii. Event sign-in roster/CRMCS participation summary – Within **90 days** post IAP date or **90 days** post event, whichever is sooner.
3. **All exercise documentation must be entered and uploaded via the county's Exercise Reporting board in WebEOC. Failure to submit all documents outlined in this policy will result in the jurisdiction not receiving credit for the FSE LEMPG requirement.**

G. **Additional Exercise Information.** The State Exercise Coordinator is available to travel to the counties. This time may be used for visits with local emergency managers for training on Homeland Security Exercise and Evaluation Program (HSEEP), training on required documents for exercises, and if requested, to assist with evaluating exercises, and to observe exercises.

1. The Emergency Management Institute (EMI) conducts Virtual Tabletop Exercises (VTTX) via a video teleconference platform (Digital Dakota Network [DDN] in South Dakota). A VTTX event allows for 10-15 sites across the nation to participate in each offering. The State Exercise Coordinator works with other State agencies and the public and private sector to coordinate and facilitate the VTTX. South Dakota's DDN video portion is a statewide interactive video communications system.

7. **Crisis Communication and Public Education and Information**

- A. For further information and guidance regarding this requirement, please direct questions to your Regional Coordinator, SDOEM Preparedness Branch staff at (605) 773-3231, or the SDOEM Public Information staff.
- B. The SDOEM Preparedness Branch can assist local jurisdictions with outreach and awareness activities. For more information, please contact the SDOEM Preparedness Branch staff at (605) 773-3231.

RESOLUTION

A resolution of the Yankton County Commission declaring its support for, and adoption of, the Yankton County Multi-Jurisdiction Pre-Disaster Mitigation Plan.

WHEREAS a Pre-Disaster Mitigation Plan for Yankton County (the Plan) has been developed; and

WHEREAS Yankton County participated in the development of the Plan; and

WHEREAS the Plan will be used as a disaster mitigation planning tool as deemed appropriate by the Yankton County Commission.

NOW THEREFORE BE IT RESOLVED that the Yankton County Commission hereby adopts and supports the Plan, and will take action to ensure that the Plan is implemented.

Adopted and approved this 5th day of October 2021.

SIGNED: _____
Ms. Cheri Loest, Yankton County Chairperson

ATTEST: _____
Ms. Patty Hojem, Auditor

September 29, 2021

Yankton County
Paul Scherschligt, County Emergency Manager
807 Capitol Street
Yankton, SD 57078

Re: Hazard Mitigation Grant Program (HMGP) Award –DR-4440-HMGP-35R


Dear Mr. Scherschligt:

A grant award has been approved through the Hazard Mitigation Grant Program Grant. This award is to Yankton County to complete Phase I activities of the Stone Church Road Project. The federal share will not exceed \$63,358.20. Your entity has been awarded a 10% state share for \$8,447.76. Should the total eligible project cost be less than \$84,477.60, the respective federal, state and sub-applicant share will be reduced accordingly. **Please sign and return the Sub-Recipient Agreement to the Office of Emergency Management.**

Ensure all environmental/historical preservation requirements are complied with in the execution of this project per the enclosed FEMA Environmental Report. Any deviation from the original scope of work will require a written request for a change of scope. This request will identify the proposed change of scope and address any adjustments of the total project cost and/or work schedule. Work cannot progress with regard to the request for change of scope until authorization has been received from the state to proceed.

A quarterly report must be submitted by the 15th of January and then quarterly thereafter until the project has been completed. Quarterly reports are due the 15th of January, April, July and October. **Please review paragraph 27 for further details.** Should you have any questions, please contact me at (605) 773-3231.

Respectfully,



Heather Allemang
State Hazard Mitigation Officer

CC:

File
Paul Scherschligt, Yankton County EM
Adam Frerichs, Regional Coordinator

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT**

**Sub-Recipient Agreement
Between**

Yankton County
807 Capitol Street
Yankton, SD 57078

State of South Dakota
Department of Public Safety
Office of Emergency Management
118 W. Capitol Ave.
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

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

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

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

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

A. The Sub-Recipient will undertake and complete the work or performance as follows: to complete Phase I activities of the Stone Church Road Project

B. If the State will undertake or complete any work or performance under this Agreement it is described in Exhibit A.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of DR-4440-HMGP and the amounts are indicated in Exhibit A.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

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

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

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

6. RETENTION AND INSPECTION OF RECORDS:

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

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

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

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

7. AUDIT REQUIREMENTS:

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

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

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

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

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

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

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

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

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

8. SUB-RECIPIENT ATTESTATION:

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

- (A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- (D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

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

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

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

9. CLOSEOUT:

Sub-grant closeout will be completed upon verification of final reimbursement between the State and sub-recipient. The State will prepare the closeout documents consisting of: 1-Request to close the grant, 2-Final Mitigation Project Work Schedule and Performance Report, 3-Written justification all environmental Conditions were met. The State will provide the completed documents to the sub-recipient for review for accuracy or corrections and upon verification of accuracy documents, sub-recipient will sign and return to the State. This will complete the sub-recipient closeout requirements.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

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

11. COST PRINCIPLES:

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

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Sub-Recipient may only terminate this Agreement if no grant funds under this Agreement have been expended. If this Agreement is terminated for any reason and the project is only partially complete, the Sub-Recipient may be required to repay all grant funds paid under this Agreement to the State.

13. FUNDING:

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

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto. Any assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

15. CONTROLLING LAW:

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

16. SUPERCESSION:

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

17. SEVERABILITY:

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

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing.

19. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

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

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

20. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services under this Agreement.

21. CONFLICT OF INTEREST:

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

22. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination. Termination of this Agreement for any reason by either party does not relieve the Sub-Recipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Sub-Recipient fails to complete the project within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension. If no request for an extension is received, and the term of this Agreement expires, the funds awarded under this Agreement will automatically de-obligate and be available to other sub-recipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

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

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

C. AGENCY OR GRANT SPECIFIC CLAUSES

24. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

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

25. CHANGES IN SCOPE OF WORK:

All conditions stated in the project's environmental document must be followed. This project cannot be changed or altered in any way without written authorization from the state and FEMA. A change in scope is any change from the description of the project as approved. Examples include increasing the number of structures, adding new structures in an acquisition, and changes to engineering design. Proposed changes must be formally submitted to the state for review. The applicant must obtain approval from the State and FEMA before proceeding with any changes to the project or federal funding will be jeopardized. Changes may require additional environmental review.

26. REIMBURSEMENTS:

The federal share will not exceed \$63,358.20. Should the total eligible project cost be less than \$84,477.60, the respective federal and sub-applicant share will be reduced accordingly. All reimbursements will be made to maintain the original grant cost share.

27. REPORTING REQUIREMENTS:

The Sub-Recipient shall submit quarterly reports that include a comparison of actual accomplishments to the approved activity objectives, percentage completed to date, and summary of the financial activity for the reporting quarter and include planned activity for the next quarter. The reports shall be submitted within 15 days of the end of the quarter. The quarters will end on December 30, March 30, June 30, and September 30. Failure to submit quarterly reports may result in termination of this grant agreement.

28. FEDERAL REGULATIONS:

The Sub-Recipient shall comply with Unified Hazard Mitigation Assistance Grant Program Guidance, 2 CFR Part 225, The Robert T. Stafford Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121-5206 (Stafford Act), Title 44 of the Code of Federal Regulations (CFR), and 31 CFR 205.6.

29. DOMESTIC PREFERENCES FOR PROCUREMENT:

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

30. PROHIBITION ON CERTAIN TELECOMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

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

31. RECORD OF ENVIRONMENT CONSIDERATION:

Sub-Recipient will read and comply with the Record of Environmental Consideration (REC), which is attached as Exhibit B.

D. AUTHORIZED SIGNATURES

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

Sub-Recipient Signature

Date

State - SD Office of Emergency Management Hazard Mitigation Grant Program
Administrator

Date

State – Director of SD Office of Emergency Management

Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its DUNS number): Yankton County
- b. Sub-Recipient's DUNS number and unique entity identifier: 145881061
- c. Federal Award Identification Number (FAIN): DR-4440-HMGP-35R
- d. Federal Award Date: September 29, 2021
- e. Sub-award Period of Performance for Phase I: 09/29/2021-09/29/2022
- f. Amount provided by State/Grantor: \$63,358.20
- g. Amount matched by Sub-Recipient: \$12,671.64
- h. Total Grant Amount: \$84,477.60
- i. Amount of federal funds obligated to the Sub-Recipient by this agreement: \$63,358.20
- j. Total amount of federal funds obligated to the Sub-Recipient: \$63,358.20
- k. Total amount of the federal award committed to the Sub-Recipient: \$63,358.20
- l. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: to complete Phase I activities of the Stone Church Road Project
- m. Name of Federal awarding agency: Federal Emergency Management Agency (FEMA)
Pass-through entity: South Dakota Office of Emergency Management
Contact information for awarding official of the Pass-through entity: 118 W. Capitol Ave., Pierre, SD 57501-2479
ATTN: SHMO 605-773-3231
- n. CFDA No(s) and Name(s): 97-039 - Hazard Mitigation Grant Program
- o. Is the grant award for research and development (R&D)? YES ____ NO XX
- p. Indirect Cost Rate for federal award: N/A



FEMA

R8-MT

September 28, 2021

Tina Titze, Director
South Dakota Department of Public Safety
221 South Central Avenue
Pierre, SD 57501

Attention: Heather Allemang, SHMO

Re: PHASE I APPROVAL-FEMA DR-4440-SD, HMGP Project 35R
Yankton County Stone Church Road Elevation

Dear Ms. Titze:

We are pleased to notify you that the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) has granted Phase I approval of the above referenced project. Federal funds will be released to the State in the amount of \$63,358.20 for the development of engineering and design in order to determine project eligibility. The non-federal match requirement of \$21,119.40 will be provided through local funding.

As stated above, FEMA has approved funding for Phase I activities only. Phase I activities are limited the development of engineering and design, and coordination necessary for environmental and historic preservation (EHP) review as identified in your application. As the preliminary design is evaluated, please ensure that alternatives are considered in accordance with the enclosed guidance (*Yankton Road Elevation Phase 1 Guidance and 8-Step Process*). This approval does not include Funding for Phase II construction activities.

The activity completion timeframe for Phase I is 12 months from the date of this letter. Therefore, all Phase I activities must be complete prior to the expiration of the activity completion timeframe.

Upon submission of the Phase I deliverables, FEMA will determine whether the proposed project is technically feasible, cost effective, and compliant with Environmental and Historic Preservation requirements. FEMA will render a Phase II determination upon completion of this review.

Any costs incurred prior to the date of this approval, other than eligible pre-award costs directly related to the completion of Phase I, will be disallowed. If the sub-recipient is unable to complete the project within the approved activity completion timeframe, the sub-recipient through the recipient (State) must submit a formal written request for a time extension with justification. The

Tina Titze, Director
September 28, 2021
Page 2

request must be received by FEMA no later than 60 days prior to the expiration of the activity completion timeframe. Failure to submit timely and complete extension requests may result in a de-obligation of any funds not disbursed by the recipient within the approved activity completion timeframe.

Quarterly progress reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports.

A change to the approved scope of work (SOW) requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to an HMGP sub-award SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA approval for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP sub-recipient.

Should you have any questions, please contact Mary Henderson, South Dakota's Program Manager at (202) 957-4194.

Sincerely,

**MICHAEL E
HILLENBURG**

Mike Hillenburg
Hazard Mitigation Assistance Branch Chief

Digitally signed by MICHAEL E
HILLENBURG
Date: 2021.09.28 22:56:53
-06'00'

Enclosures:
Obligation Report
Yankton Road Elevation Phase 1 Guidance and 8-Step Process

Executive Order 11988 – Floodplain Management and Executive Order 11990 – Protection of Wetlands (44CFR § 9) require Federal agencies “to avoid to the extent possible the long- and short-term adverse impacts associated with the occupancy and modification of the floodplain/wetland and to avoid direct or indirect support of floodplain/wetland development wherever there is a practicable alternative.” If a proposed action could affect or be affected by the floodplain/wetland, FEMA must:

- Identify and evaluate practicable alternatives to locating the action in a floodplain/wetland (44CFR § 9.9).
- Identify potential direct and indirect impacts associated with actions taken in the floodplain/wetland (44CFR § 9.10).
- Minimize the potential adverse impacts to lives and the federal investment, and restore and preserve the natural and beneficial values served by floodplains and preserve and enhance the natural and beneficial values served by wetlands (44CFR § 9.11).
- Ensure that all requirements for minimization and mitigation are fully implemented (44CFR § 9.11).
- The overall analysis is documented as part of the “8-step Decision-Making Process” described in 44CFR § 9.6. An outline of this process is included below on page 2.

As part of Phase 1, the project H&H study should analyze site conditions on the ground based on the proposed project design. An alternative analysis should be completed to determine what grade raise design configurations meet the intended mitigation outcome while also minimizing direct and indirect adverse impacts associated with the occupancy and modification of floodplains/wetlands. Grade raise design configurations could include analysis of the location and number of culverts or the height of the grade raise. Ultimately, the chosen alternative should ensure the road does not act as a dam or otherwise impeded the flow of water that causes unmitigated adverse impacts to the natural values and beneficial functions of the floodplain or adjacent wetlands. Natural values and beneficial functions that should be considered when analyzing the direct and indirect adverse impacts associated with the occupancy and modification of floodplains/wetlands include water resource values (natural moderation of floods, water quality maintenance, and ground water recharge); living resource values (fish and wildlife and biological productivity); cultural resource values (archeological and historic sites, and open space recreation and green belts); and agricultural, aquacultural and forestry resource values. Before approval of the proposed construction project (Phase 2), FEMA must complete the 8-step process described in 44CFR § 9.6 and the Phase I deliverables should provide the necessary documentation and analysis to complete the 8-step. The project design must also meet National Flood Insurance Program (NFIP) compliance requirements as well the community’s floodplain ordinance.

Executive Orders 11988 and 11990 require federal agencies to avoid to the extent possible the long and short-term adverse impacts to the resource and the federal investment associated with the occupancy and modification of flood plains or wetlands. The eight steps summarized below reflect the decision-making process required in the Executive Orders and are discussed in detail in 44 CFR Part 9.

1. Determine if the proposed action is in wetland and/or the 100-year floodplain (500-year floodplain for critical actions); and whether it has the potential to affect or be affected by a floodplain or wetland.
2. Conduct early public review, including public notice.
3. Identify and evaluate practicable alternatives to locating the proposed action in the floodplain or wetland.
4. Identify the potential direct and indirect impacts of the proposed action.
5. Develop measures to minimize, restore and preserve the floodplain or wetland.
6. Reevaluate alternatives.
7. Provide final public notice.
8. Implement the action and identify any project conditions.

ORDINANCE # 21-ZN-07
AN ORDINANCE REGULATING MEDICAL CANNABIS
ESTABLISHMENTS IN YANKTON COUNTY.

WHEREAS, the State of South Dakota permits the sale and consumption of medical cannabis pursuant to South Dakota Codified Law (SDCL) Chapter 34-20G and,

WHEREAS, pursuant to SDCL 34-20G-55, county government may require a local registration, license, or permit for a medical cannabis establishment to operate within that County, and

WHEREAS, pursuant to SDCL 34-20G-58, county government may enact ordinances or regulations governing the time, place, manner, and number of licensees operating within its jurisdiction; and

WHEREAS, also pursuant to SDCL 34-20G-58, county government may establish civil penalties for violation of an ordinance governing the time, place, and manner of medical cannabis establishments that operate locally, and

WHEREAS, under the provisions of SDCL 34-20G-60, county government may require a medical cannabis establishment to obtain a county license, permit, or registration prior to operating, and may charge a reasonable fee for that license, permit, or registration, and

WHEREAS, the County believes that regulation of medical cannabis is necessary for the health and safety of this community SDCL 7-18A-8; then and therefore,

WHEREAS, the State of South Dakota permits the sale and consumption of cannabis pursuant to South Dakota Codified Law, medical cannabis establishments licensed under this ordinance may sell cannabis for adult use so long as they comply with the provisions of South Dakota Codified Law and the South Dakota Department of Health.

BE IT ORDAINED BY THE YANKTON COUNTY COMMISSION AS FOLLOWS:

Section 1. Intent

The Board of Commissioners of Yankton County hereby enacts the following licensing ordinances to ensure that cannabis establishments within the jurisdiction of Yankton County operate in a manner that complies with state laws and regulations, protects the health, safety, and welfare of the general public, prevents potential conflicts and issues arising from ownership and employees, recognizes particular safety and security considerations, and minimizes the risk of unauthorized use or access of cannabis by the general public.

Section 2. Definitions

Unless an alternative definition is explicitly stated in this section, this chapter utilizes the definitions for cannabis-related terms which are defined by SDCL 34-20G-1.

1. **“Allowable amount of cannabis”** means:

- a. Three ounces of cannabis or less;
- b. A quantity of cannabis products with an equivalent cannabis weight as established by rules promulgated by the department under § 34-20G-72;
- c. If the cardholder has a registry identification card allowing cultivation, three cannabis plants minimum or as prescribed by physician; and

- d. If the cardholder has a registry identification card allowing cultivation, the amount of cannabis and cannabis products that were produced from the cardholder's allowable plants, if the cannabis and cannabis products are possessed at the same property where the plants were cultivated;
2. **“Bona fide practitioner-patient relationship”** means:
- a. A practitioner and patient have a treatment or consulting relationship, during course of which the practitioner has completed an assessment of the patient's medical history and current medical condition, including an appropriate in-person physical examination;
 - b. The practitioner has consulted with the patient with respect to the patient's debilitating medical condition; and
 - c. The practitioner is available to or offers to provide follow-up care and treatment to the patient, including patient examinations;
3. **“Cannabis products”** means any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof, and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils and tinctures;
4. **“Cannabis product manufacturing facility”** means an entity registered with the department pursuant to this chapter that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a medical cannabis dispensary;
5. **“Cannabis testing facility”** or **“testing facility”** means an independent entity registered with the department pursuant to this chapter to analyze the safety and potency of cannabis;
6. **“Cardholder”** means a qualifying patient or a designated caregiver who has been issued and possesses a valid registry identification card;
7. **“Commissioners”** means the Yankton County Board of County Commissioners;
8. **“Cultivation facility”** means an entity registered with the department pursuant to this chapter that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a medical cannabis establishment;
9. **“Debilitating medical condition”** means:
- a. A chronic or debilitating disease or medical condition or its treatment that produces one or more of the following: cachexia or wasting syndrome; severe, debilitating pain; severe nausea; seizures; or severe and persistent muscle spasms, including those characteristic of multiple sclerosis; or
 - b. Any other medical condition or its treatment added by the department, as provided for in SDCL 34-20G-26;
10. **“Department”** means the Department of Health;
11. **“Designated caregiver”** means a person who:
- a. Is at least twenty-one (21) years of age;
 - b. Has agreed to assist with a qualifying patient's medical use of cannabis;
 - c. Has not been convicted of a disqualifying felony offense; and
 - d. Assists no more than five (5) qualifying patients with the medical use of cannabis, unless the designated caregivers' qualifying patients each reside in or are admitted to a health care facility or residential care facility where the designated caregiver is employed;
12. **“Disqualifying felony offense”** means a violent crime that was classified as a felony in the jurisdiction where the person was convicted;
13. **“Edible cannabis products”** means any product that:
- a. Contains or is infused with cannabis or an extract thereof;
 - b. Is intended for human consumption by oral ingestion; and
 - c. Is presented in the form of foodstuffs, beverages, extracts, oils, tinctures, or other similar products;

14. **“Enclosed, locked facility”** means any closet, room, greenhouse, building, or other enclosed area that is equipped with locks or other security devices that permit access only by a cardholder or a person allowed to cultivate the plants. Two or more cardholders who reside in the same dwelling may share one enclosed, locked facility for cultivation;
15. **“Medical cannabis”** or **“cannabis”** means marijuana as defined in SDCL 22-42-1;
16. **“Medical cannabis dispensary”** or **“dispensary”** means an entity registered with the department pursuant to this chapter that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials to cardholders;
17. **“Medical cannabis establishment”** means a cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a dispensary;
18. **“Medical cannabis establishment agent”** means an owner, officer, board member, employee, or volunteer at a medical cannabis establishment;
19. **“Medical use”** includes the acquisition, administration, cultivation, manufacture, delivery, harvest, possession, preparation, transfer, transportation, or use of cannabis or paraphernalia relating to the administration of cannabis to treat or alleviate a registered qualifying patient’s debilitating medical condition or symptom associated with the patient’s debilitating medical condition. The term does not include:
 - a. The cultivation of cannabis by a nonresident cardholder;
 - b. The cultivation of cannabis by a cardholder who is not designated as being allowed to cultivate on the card holder’s registry identification card; or
 - c. The extraction of resin from cannabis by solvent extraction unless the extraction is done by a cannabis product manufacturing facility;
20. **“Nonresident cardholder”** means a person who:
 - a. Has been diagnosed with a debilitating medical condition, or is the parent, guardian, conservator, or other person with authority to consent to the medical treatment of a person who has been diagnosed with a debilitating medical condition;
 - b. Is not a resident of this state or who has been a resident of this state for fewer than forty-five (45) days;
 - c. Was issued a currently valid registry identification card or its equivalent by another state, district, territory, commonwealth, insular possession of the United States, or country recognized by the United States that allows the person to use cannabis for medical purposes in the jurisdiction of issuance; and
 - d. Has submitted any documentation required by the department and has received confirmation of registration;
21. **“Place of worship”** means a structure where persons regularly assemble for worship, ceremonies, rituals, and education relating to a particular form of religious belief and which a reasonable person would conclude is a place of worship by reason of design, signs, or architectural or other features;
22. **“Practitioner”** means a physician who is licensed with authority to prescribe drugs to humans. In relation to a nonresident cardholder, the term means a person who is licensed with authority to prescribe drugs to humans in the state of the patient’s residence;
23. **“Qualifying patient”** means a person who has been diagnosed by a practitioner as having a debilitating medical condition;
24. **“Registry identification card”** means a document issued by the department that identifies a person as a registered qualifying patient or registered designated caregiver, or documentation that is deemed a registry identification card pursuant to SDCL 34-20G-29 to SDCL 34-20G-42 inclusive; and

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

Section 3. Cannabis Establishment License Required

- A. **Classes of License:** Each type of the four cannabis establishments shall have its own class of licenses relating to the activities unique to each type of cannabis establishment. The four license classes are Cannabis Cultivation License, Cannabis Dispensary License, Cannabis Product Manufacturing License, and Cannabis Testing License.
- B. **License Required:** It shall be unlawful for any person or entity to create or operate a cannabis establishment in the County without first having obtained a license from the County and a registration certificate from the state for each cannabis establishment to be operated in connection with such business. Such license and certification shall be kept current at all times, and the failure to maintain a current license and certification shall constitute a violation of this section.
- C. **Multiple Licenses:** A person or entity who intends to conduct activities that would meet the definition of multiple cannabis establishments must, prior to operating such cannabis establishments, obtain a license for each class of cannabis establishment that pertain to the intended activities. A person or entity may hold more than one class of license except when otherwise prohibited by this chapter.
- D. **License Location:** Each license issued under this chapter shall authorize a single cannabis establishment to operate at a single location. Licenses of different classes may overlap except when otherwise prohibited by this chapter.
- E. **License Duration:** Each license issued is effective from January 1 through December 31 of the year applied for, regardless of the time of year such license is approved, **excluding any license applied for in 2021**. Each license expires at 11:59:59 P.M. on December 31 unless, prior to the expiration, the County Commission has approved, or conditionally approved, the renewal of such license for the following calendar year.

Section 4. Number of Licenses

- A. There shall be available as local licenses for medical cannabis establishments a total of 40 licenses.
- B. The total local licenses established in Section 4A. shall be allocated as follows, with a maximum number of local licenses limited within type of medical cannabis establishment as follows:
 - 1. Cultivation Facility: 10 license(s)
 - 2. Cannabis Testing Facility: 10 license(s)
 - 3. Cannabis Product Manufacturing Facility: 10 license(s)
 - 4. Dispensary: 10 license(s)
- C. The Commissioners shall consider all qualified applications in the order they were received, subject to any resolution establishing a different procedure. No local licenses may be issued after the available new local licenses have been awarded by the Commissioners.
- D. Should any additional local licenses become available through revocation or otherwise, such license

shall be made available to the first qualified applicant, subject to any resolution establishing a different procedure.

4

- E. In the event the number of available licenses is reduced by future amendment of this Ordinance, no then existing licensee shall be prevented from continuing operation during the license term, from applying for renewal of such license for subsequent consecutive years, or from transferring such license, solely on the basis of such reduction. However, this exception shall not prevent a license from being suspended or revoked, nor shall it prevent a denial of an application for renewal or transfer, based upon grounds other than a change in the number of available licenses.

Section 5: License Fees

A. There shall be a non-refundable application fee in the amount of \$5,000.

B. There shall be an annual non-refundable renewal fee for any license issued under this Ordinance in the amount of \$5,000.

Commented [DKL1]: Put non-refundable here

Section 6. Application Process

- A. It shall be unlawful for any person, business, or other organization to engage in the business of operating a medical cannabis establishment within the jurisdiction of Yankton County without having a local license issued by the County.
- B. It shall be necessary for any person, business, or other organization to obtain a local license under this Ordinance prior to submitting an application to the South Dakota Department of Health for a state registration certificate. SDCL34-20G-55
- C. The application shall be on forms provided by the Yankton County Auditor. All information requested on the form shall be provided before the completed application is submitted to the Commissioners. Applications will be available after the effective date of this Ordinance.
- D. Such application must include:
 1. The legal name and address of each principal officer(s), the owner(s), and/or board member(s) of the proposed cannabis establishment.
 2. The physical address and legal description for the proposed cannabis establishment.
 3. The legal business name of the proposed cannabis establishment.
 4. Previous experience operating a legal cannabis establishment, if any.
 5. Summary of operating procedures, including procedures to ensure accurate record keeping, adequate security measures, and compliance with all other requirements of this chapter.
 6. Confirmation that none of the principal officers, owners and/or board members has served as a principal officer or board member for a cannabis establishment that has had governmental license or certification revoked in any jurisdiction.
 7. Confirmation that none of the principal officers, owners, or board members is under twenty-one years of age.
 8. Payment of the applicable license fee.
 9. Proof of financial responsibility in the amounts and manner established in this chapter below.
 10. A sworn statement that the application contains no false statements made or omissions of any material matter in any application for a license.
 11. The applicant's notarized signature.

12. Preliminary site and building plans detailing how the proposed buildings and structures will conform to County zoning rules and rules set forth in State law for cannabis establishments.
13. All cannabis establishments are required to be constructed in conformance with the 2021 Edition of the International Building Code and International Fire Code.

5

E. Action by County Commission:

1. Upon receipt of a completed application, application fee and license fee, the Auditor shall present the application to the Commissioners at the next regularly scheduled meeting of the Commissioners. The Commissioners shall set the time and place for hearing on all applications that come before the Commissioners. The hearing shall be conducted within 45 days of presentation of the application to the Commissioners.
2. The Auditor shall publish notice once in the official newspapers of the county, at least one week before the scheduled hearing. The notice shall be headed "Notice of Hearing Upon Applications for Medical Cannabis Establishment," shall state the time and place when and where such applications will be considered by the Commissioners, and shall state that any person interest in the approval or rejection of any such application may appear and be heard.
3. At the time and place so set, the Commissioners shall consider each application and any objection to the application before making its final decision on the application. The Commissioners may approve or disapprove the application depending on whether the Commissioners deem the applicant a suitable person to hold the license and whether the Commissioners consider the proposed location suitable.
4. A person or entity may obtain more than a single class of license and/or more than a single license within any class of license, unless otherwise prohibited by law. The fact that multiple licenses are held may be considered in the application process as a factor in determining whether the applicant is a suitable person to hold the license.
5. If the Commissioners do not approve the application, the commissioners shall endorse on the application the reasons for the denial. No further application may be received from the applicant until after the expiration of one year from the date of a denied application. However, if the application was denied based on the suitability of the location for the license, no further application may be received from the applicant until after the expiration of three months from the date of the denied application if the application is for a different location.
6. If the Commissioners approve the application, the Commissioners shall endorse the approval on the application and shall issue a county license to the medical cannabis establishment.
7. Any license issued shall be effective and valid through December 31 of the year issued.
However, any license approved in 2021 shall be effective and valid through December 31, 2022.
8. The County may receive no application for a license of any kind under this chapter until such time as the state of South Dakota promulgates their initial regulations under SDCL Section 34-20G-72. Any application submitted prior to such time shall be deemed rejected.

F. Renewal Process:

1. A license issued pursuant to this Ordinance may be renewed on an annual basis. An applicant for renewal is not automatically entitled to renewal. The issuance of a local license does not create a property right in that license.
2. An Application for Renewal shall be on the same forms and with the same requirements as the initial application or any additions thereto.

Commented [DKL2]: Deleted the return of application fee

3. The applicant need not pay an application fee, but must pay the renewal fee as set forth herein. Such renewal fee shall be paid at the time the renewal application is filed with the Auditor.
4. A completed Application for Renewal shall be presented to the Auditor no later than November 1.
5. The Approval Process for a Renewal shall be the same as for an initial application.

6

6. However, the license of a medical cannabis establishment applying for renewal may be approved for renewal by the Commissioners without a hearing unless in the past year the licensee, one of its principal officers or board members, or an employee of the dispensary have been subjected to a criminal penalty for violation of the Medical Cannabis laws or this Ordinance, or the license has been suspended.

Section 6. Suspension or Revocation

A. A local license issued hereunder may be suspended or revoked by the Commissioners for violation of this ordinance.

B. Notification of the intent of the Commissioners to consider suspension or revocation of a local license shall be made at the address given on the license. Such notification shall be at least thirty days in advance of the date set for public hearing on the suspension or revocation action.

C. Notice of public hearing shall be published in the official newspapers of the county at least one week prior to such hearing and in such form as deemed appropriate by the Commissioners.

D. At the public hearing, the Commissioners shall hear evidence or testimony from the licensee and any interested person. The Commissioners may revoke the license if they determine, following the public hearing, that a violation of this ordinance occurred.

E. If the Commissioners are satisfied that the nature and the circumstances of the violation were such that a suspension of the license would be adequate, the Commissioners may, instead of revoking the license, suspend it for a period not exceeding sixty days.

F. If the Commissioners suspend or revoke a local license, they shall notify the Secretary of the Department of Health of that fact.

G. A suspension will be for thirty (30) days and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder exercises its rights to process and appeal, in which case the suspension takes effect upon the final determination of suspension.

H. A revocation will be for one (1) year and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder appeals the revocation, in which case the revocation takes effect upon the final determination of revocation.

I. The license holder who has had the license revoked may not be issued a cannabis establishment license for one year from the date the revocation became effective.

Section 7. Operating Requirements and Restrictions

A. The South Dakota legislature has expressly granted authority to the Commissioners to govern the time, place and manner of operation of medical cannabis establishments. SDCL 34-20G-58. The Commissioners may not prohibit a dispensary, either expressly or through the enactment or application of an ordinance that makes the operation of a dispensary impractical.

B. No medical cannabis establishment may operate in Yankton County without possessing both a current license from Yankton County and a current registration certificate issued by the South Dakota Department of Health.

- C. A medical cannabis dispensary may not operate between the hours of eight (8) p.m. and eight (8) a.m.
- D. No medical cannabis establishment may share office space with a medical, psychiatric, counseling, chiropractic, or physical therapy practice.
- E. No medical cannabis establishment may be established, operated, or maintained within one thousand (1,000) feet of a public or private school.
- F. No medical cannabis dispensary may be established, operated, or maintained within four hundred (400) feet of a child welfare agency, a place of worship, an in-patient alcohol or drug treatment facility or a public playground.

7

- G. No medical cannabis dispensary may be established, operated, or maintained within four hundred (400) feet of another medical cannabis dispensary, a bar or a liquor store.
- H. No medical cannabis facility shall be located on-premises for which a license to sell alcoholic liquor has been issued.
- I. No person under twenty-one (21) years of age shall be allowed on the licensed premises of a medical cannabis establishment.
- J. At all times during the hours of operation of a medical cannabis establishment, there shall be present a manager or other employee of the licensee who shall be not less than twenty-one (21) years of age.
- K. No cannabis or related paraphernalia shall be displayed or kept in a business so as to be visible from outside the cannabis establishment.
- L. No licensee of a medical cannabis dispensary may dispense any medical marijuana to any person who is obviously under the influence of cannabis to such a degree as to cause impairment.
- M. Before cannabis may be dispensed by a medical cannabis dispensary, a medical cannabis establishment agent:
 - 1. Shall make a diligent effort to verify that the registry identification is valid; and
 - 2. Shall make a diligent effort to verify that the person presenting the documentation is the

person

identified on the document presented to the dispensary agent.

area of

O. All retail sales of cannabis shall be in person, directly to the purchaser, and within the retail area of a cannabis dispensary. No drive-up windows or similar delivery process shall be allowed.

person that

P. A medical cannabis establishment agent shall not dispense an amount of cannabis to a person that would cause the person to possess more than the allowable amount of cannabis.

Q. A medical cannabis establishment may not employ any person who has been convicted of a disqualifying felony offense.

R. No alcohol or cannabis may be consumed on the premises of a medical cannabis dispensary.

Section 8: Signage and Advertising

A. All exterior signage associated with a medical cannabis establishment shall comply with Yankton County Ordinance 2020 Article 14.

B. Any advertising shall be governed by the South Dakota Department of Health regulations and rules.

B. No cannabis establishment may distribute or allow the distribution of any cannabis or cannabis

Commented [DKL3]: Changed B – see ARSD 44:90:10

product without charge within a cannabis establishment or elsewhere for purposes of promotion, advertising or any other purpose.

Section 9: Transfer of Licenses

A. Certificate location transfer – Application.

An application for the transfer of a registration certificate to a different physical location must include:

1. A completed change of location form;
2. Documentation that establishment is operating in substantial compliance with its department-approved operating procedures or that circumstances beyond its control prevented such operation;
3. Diagrams of all locations in which cannabis will be cultivated, harvested, dried, stored, manufactured, or destroyed;
4. A detailed description of any changes to operating procedures, or a certification that no such changes exist;
5. Certification of compliance with all applicable local zoning requirements; and
6. Copies of all required registration, licenses, or permits reflecting the establishment's new address.

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7. A hearing shall be held pursuant to the procedures outlined in Section 6E of this ordinance prior to the transfer.

B. No Cannabis Establishment license holder may transfer the license to any other person or entity either with or without consideration. **Any medical cannabis establishment license issued in Yankton County is not transferable to a new owner, business, or other entity. An owner of business which possesses a medical cannabis establishment license may designate a successor which will be given priority in their application for a new license.**

Section 10: Enforcement and Penalties

- A. Yankton County and law enforcement may inspect a medical cannabis facility during business hours to ensure compliance with this ordinance.
- B. Violation of the terms of this Ordinance may result in revocation or suspension of the local license as set forth in this Ordinance.
- C. Violation of the terms of this Ordinance may be enforced through a civil action in magistrate court or circuit court, at the discretion of the Commissioners.
- D. Civil penalties may not exceed \$500 for each violation.
- E. Each day the licensee is in violation of the Ordinance may be considered a separate violation.
- F. In the event of a violation, suspension, or revocation where the licensee may no longer legally possess cannabis, cannabis products, or other restricted items, the licensee shall be responsible to pay the costs incurred by the County for securing, storing, safeguarding, transferring, or disposing of any cannabis, cannabis products, or other restricted items.

Section 11. Severability

Should any section, subsection, clause, phrase or part of this Ordinance be declared by a court of competent jurisdiction to be unconstitutional, invalid or otherwise affected by law, such determination shall not affect the validity or constitutionality of the Ordinance as a whole or any part thereof other than the part so determined.

Section 12. Effective Date

This Ordinance shall be effective twenty (20) days following completed publication. Upon becoming effective, all prior Ordinances are revoked.

Passed and adopted this ____ day of September October, 2021.

Cheri Loest, Chairperson

Attest:

Patty Hojem
County Auditor

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____

Yankton County Planning Commission
Yankton County Board of Adjustment

Date filed: 7/28/2021

Applicant

Sandra Pierce

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

☐ LC -- Lakeside Commercial ☐ RT-Rural Transitional

Variance needed:

☐ Section 513 ☐ Section 515 ☐ Section 705 ☐ Section 715 ☐ Section 805

☒ Section 1907

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

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

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

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

Accessory Building Size allowed:

Proposed building size:

Proposed sidewall height:

Affects Section:

NOTE:

Variance

Applicant is requesting a Variance to setbacks in a Moderate Density Residential District. Applicant wishes to construct a garage that is 5' from the west property line, a variance of 25', per Article 18 Section 1807. Said property is legally described as the N 1/3 of Lot G, Erskine's Plat, Section 22, T93N, R57W of the 5th P.M., Yankton County, South Dakota. E911 address is 120 Gavins Place, Yankton, South Dakota 57078

Planning Commission date:
9/14/2021
Board of Adjustment date:
10/5/2021

Time:

Time:

Permit Number: VAR-2021-53

Yankton County

 X Variance Conditional Use Rezoning

Owner: Anthony and Sandra Pierce

Owners Address: 120 Gavins Point Place

Owners Phone: 712-251-9124

Applicants Name,
if different from

Owner: Anthony and Sandra Pierce

Applicants

Address: 120 Gavins Point Place

Job Address: 120 GAVINS POINT RD

Legal: N3 LT G ERSKINE'S PLAT

Section,

Township, Range: 22-93-57

Zoning

Classification: R2

Affected Zoning

Ordinance: Section 707,Section 18051905

Reason for Request: Want to build garage that will be 5' from the west lot line, a variance of 25'

List Specific Hardships: Property size , location of drain field doesn't allow enough clearance from the lot line.

SCHEDULED FOR PLANNING COMMISSION ACTION (DATE): 09/14/2021 7:05 PM

SCHEDULED FOR BOARD OF ADJUSTMENT ACTION (DATE):

Application Fee: 450 Check #: 9556 Receipt #:

Sanhefilero

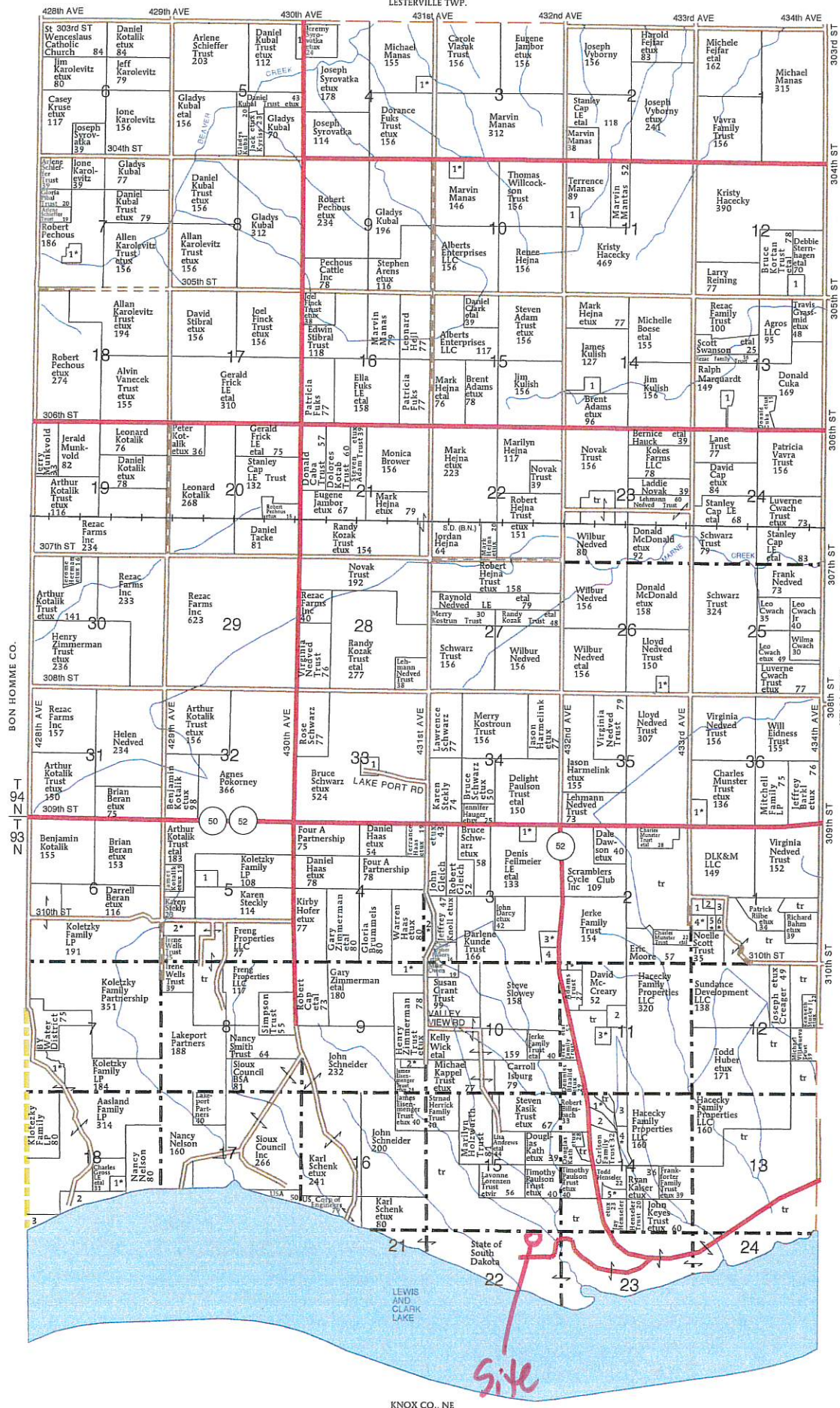
Date:

Signature: Anthony and Sandra Pierce

07/27/2021

Site Description:

LESTERVILLE TWP.

**ZISKOV TOWNSHIP****SECTION 1S**

1. Barth, Chad 9
2. Fischer, Katrina 5
3. Gause, Janell 5
4. Taylor, Lynn etux 9
5. Scott, Bjaye etux 5
6. Kramer, Francis etal 5

SECTION 3S

1. Ausdemore, Robert etal 9
2. Haas, Warren etux 10
3. Mueller, James etux 8
4. Kunde, Darlene 8

SECTION 4N

1. Hoffman, RC etux 10

SECTION 5N

1. Polish Catholic Congregation 9

SECTION 5S

1. Willisie, Carol 11
2. Sedlacek, Kenneth etux 12

SECTION 7N

1. Pechous, Robert etux 10

SECTION 7S

1. Koletzky, Ione etal 17

SECTION 9S

1. Jungemann, Jerry etux 15

SECTION 10N

2. Wostrel, Eldon etux 15

SECTION 10N

1. Manas, Terence etux 10

SECTION 11N

1. Cap, Daniel 11

SECTION 11S

1. Haberman, Adam etux 10

SECTION 12N

2. Lyons, Sean etal 10

SECTION 12N

1. Hejna, Marilyn 9

SECTION 13N

1. Manas, Dylan 6

SECTION 14N

1. Sudbeck, Charlene 12

SECTION 14S

1. Peterson, Corey etal 9

SECTION 14S

2. Feimer Family Protection Trust 9

SECTION 14S

3. Colby, David 13

SECTION 14S

4. VanDeKop, Dale etux 10

SECTION 14S

5. Henseler, Kevin etux 9

SECTION 14S

1. Lynch, Daniel etux 9

SECTION 14S

2. State of South Dakota Game Fish & Parks 66

SECTION 14S

3. Yonke Trust, Mark 5

SECTION 14S

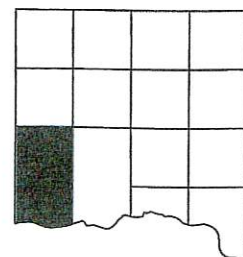
1. Martin, Nathan etux 6

SECTION 14S

1. St Wenceslaus Roman Catholic Church 10

SECTION 14S

1. Koletzky, David etux 8



FINDINGS OF FACT – VARIANCE

Pierce-Var-2021-53

Are the requirements of Section 1723 met? (signed by owner unless there is a binding purchase agreement then signed by applicant, Variance accompanied by building permit (if applicable), site plan included with building permit,	Yes
Are the requirements of Section 1729 met? (all fees paid at time of application)	Yes
Section 1807:	
1. A. The strict application of the ordinance would produce undue hardship;	Applicant is requesting a Variance to setbacks in a Moderate Density Residential District. Applicant wishes to construct a garage that is 5' from the west property line, a variance of 25', per Article 18 Section 1807. The topography, lot size, and location of utilities prevent building anywhere else on the property. The residence is pre-zoning with limited building space.
B. Such hardship is not shared generally by other properties in the same zoning district and the same vicinity;	The hardship is not shared by other properties in the same zoning district or vicinity
C. The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the grant of the variance; and	Will not be of substantial detriment to adjacent properties
D. The granting of such variance is based upon reasons of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, and caprice.	No convenience, profit, or caprice
2. No variance shall be recommended for approval unless the Planning Commission finds the condition or situation of the property concerning or the intended use of the property concerned, or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment of this ordinance.	The requested variance is not recurring sufficiently to provide remedy with a zoning amendment
3. A. A written application for a variance is submitted demonstrating that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings, in the same district;	Application submitted demonstrating special conditions with topography and size of lot not applicable to other lands, structures, or buildings in the same district
B. The literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same	Previous variances to setbacks have been granted in Yankton County

	district under the terms of this ordinance	
C.	The special conditions and circumstances do not result from the actions of the applicant; and	Not a result of actions of the applicant
D.	The granting of the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structure, or buildings in the same district.	No special privilege being given
E.	No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.	They were not considered
F.	Notice of public hearing shall be given, as in Section 1803 (3-5).	Mailed – 8/31/2021 Published – 9/3/2021, 9/10/2021
G.	The public hearing shall be held. Any party may appear in person for by agent or by attorney.	Public hearing – 9/14/2021
H.	The Planning Commission shall make findings that the requirements of this Section have been met by the applicant for a variance; the Commission shall further make a finding that the reasons set forth in the application justify the recommendation of granting the variance, and the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure; the Planning Commission shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this ordinance, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.	Planning commission finds that the topography, lot size, and location of the utilities restricts where the building can be built. will be in harmony and not injurious or detrimental Passed 5-0
I.	In recommending approval of any variance, the Planning Commission may prescribe appropriate conditions and safeguards in conformity with this ordinance.	Motion to approve the application as presented due to topography, lot size, and location of utilities. 5-0
J.	Under no circumstances shall the Planning Commission recommend granting a variance to allow a use not permissible under the terms of this ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this ordinance in said district.	Use is allowed under the terms of the ordinance

Variance, Conditional
Use and Rezoning
Application
VAR-2021-53
Applicant
Sandra Pierce
Created
July 26, 2021

Fees Paid
\$450.00

Number
VAR-2021-53

13.022.001.085 | Anthony and
Sandra Pierce | 120 GAVINS
POINT RD, YANKTON, SD,
57078
Submitted by Pierce14782 on
7/26/2021



Applicant

Sandra Pierce

7122519124

Pierce14782@gmail.com

Parcel search Completed On 7/26/2021 11:17 PM EST by Anonymous



ParcelID	Address	City	OwnerName	Acres
13.022.001.085	120 GAVINS POINT RD	YANKTON	PIERCE, ANTHONY (D) PIERCE, SANDRA (D)	0.000

Site Plan Completed On 7/27/2021 3:46 PM EST by bconkling

Map - Mark the location of structures and other necessary information.

- ☒ Sketch Layer

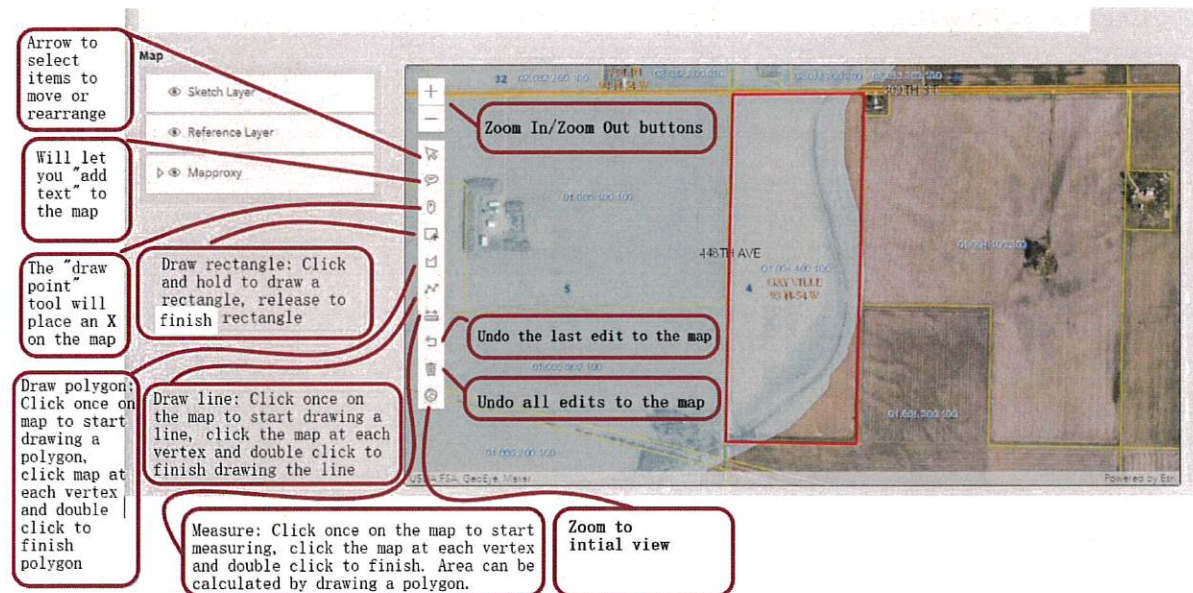
+
- ☐ Reference Layer

—
- ☒ Mapproxy


Describe the location and use of adjacent structures

Upload Site Plan and/or additional plans and documents

[gavins rd.pdf](#)



Draft Building Permit Completed On 7/27/2021 3:46 PM EST by bconkling

Upload Draft Building Permit 

Draft Building Permit Form Completed On 7/27/2021 3:46 PM EST by bconkling

Job Address

120 GAVINS POINT RD

Legal Description of Construction Site

N3 LT G ERSKINE'S PLAT

Owner Name

PIERCE, ANTHONY (D) || PIERCE, SANDRA (D)

Owner Address

Owner Phone

Contractor

Contractor Mailing Address

Contractor Phone

Architect or Designer

Architect or Designer Mailing Address

Architect or Designer Phone

Type and Use of Building

Class of Work

Describe Work

Valuation of Work

\$

Generate Draft Building Permit Completed On 7/27/2021 3:47 PM EST by bconkling

[Generate Draft Building Permit](#)

Submit Completed On 7/27/2021 3:49 PM EST by bconkling

A notification sign shall be posted on the property upon which action is pending at least seven (7) days prior to the hearing date. Such signs shall be placed along all the property's road frontage so as to be visible from the road. If a property does not have a road frontage, then such signs shall be placed upon the closest available right-of-way and upon the property. Said signs shall not be less than one hundred and eighty seven (187) square inches in size. It shall be unlawful for any person to remove, mutilate, destroy or change such posted notice prior to such hearings.

Please pick the sign up from the zoning office on or before eight (8) days prior to the meeting.

Applicant Agreement

Please check the box to confirm you have read and agree to the notices above.

Signature



Date

7/27/2021

Application Submitted Successfully Completed On 7/27/2021 3:49 PM EST by bconkling

Your application has been submitted for review. Thank you.

Please click next at the bottom to continue. Thank you

Request Information Completed On 7/27/2021 4:07 PM EST by bconkling

Type of Request

Variance

Fee

\$450.00

Reason for Request

Want to build garage that will be 5' from the west lot line, a variance of 25'

List Specific Hardships

Property size , location of drain field doesn't allow enough clearance from the lot line.

Applicant Information

Are you the owner of the property?

Yes

Applicant Name

Anthony and Sandra Pierce

Applicant Address

120 Gavins Point Place

Applicant Phone

712-251-9124

Owner Information

Owner Name

Anthony and Sandra Pierce

Owner Address

120 Gavins Point Place

Owner Phone Number

712-251-9124

Property Information

Parcel ID Number

13.022.001.085

Legal Description

N3 LT G ERSKINE'S PLAT

Site Address

120 GAVINS POINT RD

City

YANKTON

Zip

57078

Section-Township-Range

22-93-57

Zoning District

MD

Zoning Description

MD

Existing Use of Property

Residential

Planning Review Completed On 7/27/2021 4:12 PM EST by bconkling

Continue with application

Continue

Describe what the applicant is requesting

Applicant is requesting a variance of 25'. Applicant wishes to construct a garage that will be 5' from the west lot line.

Planning Commission Code Reference

Section 707

Other Planning Commission Code Reference ⓘ

Board of Adjustment Code Reference

Other Board of Adjustment Code Reference ⓘ

1905

Please confirm the zoning provided by the applicant. If zoning is incorrect, please enter the correct zoning. It is this field that is printed on the final form to avoid applicant/system error. The correct zoning must be entered.

Zoning Classification ⓘ

R2

Wave Fee

Notes ⓘ

Address should be Gavins Pl. not Gavins Rd.

Director Review Completed On 7/28/2021 8:52 AM EST by gvetter

Zoning Director Review

Approve

Payment Completed On 7/28/2021 9:19 AM EST by boonkling

Fees Paid

[VIEW RECEIPT](#)

Fee Name	Recipient	Amount
Fee	Planning and Zoning	\$450.00

Confirmation Data

Payment Method	Check
Confirmation Number	9556
Amount Paid	\$450.00

External Notes

Documents

Internal Notes

Documents

AFFIDAVIT OF MAILING

I, Sandra Piera, hereby certify that on the 20th day of September 2021, I mailed by first class mail, postage prepaid, a true and correct copy of the Notice of Public Hearing to all owners of real property lying within a 1,320 feet radius of the proposed project to the most recent address of the recipient known to your Affiant.

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

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

Dated the 20TH day of September 2021.

Sandra Piera

(Name)

Affiant

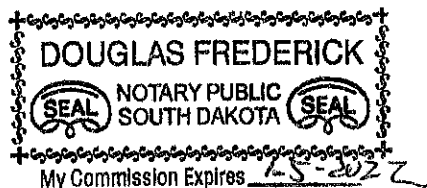
Subscribed and sworn to before me this 20th day of September, 2021.

[Signature]

Notary Public - South Dakota

My commission expires: 1-5-2022

(SEAL)



NOTIFICATION

September 20, 2021

Sandra Pierce
120 Gavins Pl.
Yankton, SD 57078

Dear Yankton County Property Owner:

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

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Board of Adjustment, Yankton County, South Dakota, at 6:35 P.M. on the 5th day of October, 2021 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota.

Said hearing is to consider the following:

Applicant is requesting a Variance to setbacks in a Moderate Density Residential District. Applicant wishes to construct a garage that is 5' from the west property line, a variance of 25', per Article 18 Section 1807. Said property is legally described as the N 1/3 of Lot G, Erskine's Plat, Section 22, T93N, R57W of the 5th P.M., Yankton County, South Dakota. E911 address is 120 Gavins Place, Yankton, South Dakota 57078

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

Sincerely,
Sandra Pierce

Petitioner

AANNING, H LARS REV TRUST (D)
252 GAVINS POINT RD
YANKTON SD 57078

BOLKS, VERLYN (D)
2672 340 ST
ROCK VALLEY IA 51247

DESSONVILLE, KATHRYN A (D)
19410 CONCORD LOOP
COUNCIL BLUFFS IA 51503

FEJFAR, EDWARD (LE) (D)
105 GAVINS PL
YANKTON SD 57078

HANSEN, PATRICIA A REV TRUST (D)
27133 C 60
HINTON IA 51024

HOLMES, ROGER L (D)
37 S PINE ST
VERMILLION SD 57069

KLEIN-BOUR, NANCY L (D)
608 S OUTLOOK DR
SIOUX FALLS SD 57106

LOCKWOOD, MARVIN G (D)
117 GAVINS PL
YANKTON SD 57078

PEARSON, JAMES T REV TRUST (D)
447 ROLLING HILLS DR
YANKTON SD 57078

PIERCE, ANTHONY (D)
120 GAVINS PL
YANKTON SD 57078

RYKEN, JAMIE (D)
244 GAVINS POINT RD
YANKTON SD 57078

SCHLAEFLI, DOUGLAS J (D)
42407 310 ST
TABOR SD 57063

SD DEPT OF GAME FISH & PARKS (D)
523 EAST CAPITOL AVE
PIERRE SD 57501

STICKNEY, FRANK G (D)
BOX 367
ELK POINT SD 57025

SWIHART, DANIEL REVOCABLE TRST (D)
296 GAVINS POINT RD
YANKTON SD 57078

AFFIDAVIT OF MAILING

I, Sandra Pierce, hereby certify that on the 31ST day of August, 2021, I mailed by first class mail, postage prepaid, a true and correct copy of the Notice of Public Hearing to all owners of real property lying within a 1,320 feet radius of the proposed project to the most recent address of the recipient known to your Affiant.

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

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

Dated the 31ST day of August, 2021

Sandra Pierce

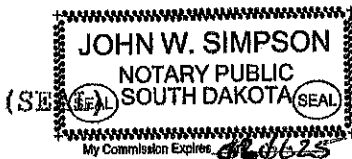
(Name)

Affiant

Subscribed and sworn to before me this 31 day of AUGUST, 2021.

John W. Simpson
Notary Public - South Dakota

My commission expires: Feb. 6, 2025



NOTIFICATION

August 30, 2021

Sandra Pierce
120 Gavins Pl.
Yankton, SD 57078

Dear Yankton County Property Owner:

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

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, at 7:05 P.M. on the 14th day of September, 2021 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota.

Said hearing is to consider the following:

Applicant is requesting a Variance to setbacks in a Moderate Density Residential District. Applicant wishes to construct a garage that is 5' from the west property line, a variance of 25', per Article 18 Section 1807. Said property is legally described as the N 1/3 of Lot G, Erskine's Plat, Section 22, T93N, R57W of the 5th P.M., Yankton County, South Dakota. E911 address is 120 Gavins Place, Yankton, South Dakota 57078

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

Sincerely,
Sandra Pierce

Petitioner

AANNING, H LARS REV TRUST (D)
252 GAVINS POINT RD
YANKTON SD 57078

BOLKS, VERLYN (D)
2672 340 ST
ROCK VALLEY IA 51247

DESSONVILLE, KATHRYN A (D)
19410 CONCORD LOOP
COUNCIL BLUFFS IA 51503

FEJFAR, EDWARD (LE) (D)
105 GAVINS PL
YANKTON SD 57078

HANSEN, PATRICIA A REV TRUST (D)
27133 C 60
HINTON IA 51024

HOLMES, ROGER L (D)
37 S PINE ST
VERMILLION SD 57069

KLEIN-BOUR, NANCY L (D)
608 S OUTLOOK DR
SIOUX FALLS SD 57106

LOCKWOOD, MARVIN G (D)
117 GAVINS PL
YANKTON SD 57078

PEARSON, JAMES T REV TRUST (D)
447 ROLLING HILLS DR
YANKTON SD 57078

PIERCE, ANTHONY (D)
120 GAVINS PL
YANKTON SD 57078

RYKEN, JAMIE (D)
244 GAVINS POINT RD
YANKTON SD 57078

SCHLAEFLI, DOUGLAS J (D)
42407 310 ST
TABOR SD 57063

SD DEPT OF GAME FISH & PARKS (D)
523 EAST CAPITOL AVE
PIERRE SD 57501

STICKNEY, FRANK G (D)
BOX 367
ELK POINT SD 57025

SWIHART, DANIEL REVOCABLE TRST (D)
296 GAVINS POINT RD
YANKTON SD 57078

2010 Legal and Public Notices

vide recommendations/finding(s) to the Yankton County Commission/Board of Adjustment. There may be other special meetings as assigned. These are generally three year terms, but this will be completing an existing term ending in April 2023.

Those who want to be considered for an appointment are asked to submit a written statement describing their background to email address: gary@co.yankton.sd.us or Yankton County Planning & Zoning, 321 West 3rd Street #209, Yankton, S.D. 57078. All applications will be submitted to the Yankton County Commissioners for review and selection on September 21, 2021.

All applications must be received by 5:00 p.m., Wednesday, September 15, 2021.

For more information, contact Yankton County Planning & Zoning Department at 605-260-4445. Published four times at the total approximate cost of \$39.07.

9-10-17 NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Board of Adjustment, Yankton County, South Dakota, at 9:35 P.M. on the 21st day of September, 2021, at the Yankton County Government Center, Commissioners' Chambers, 321 West Third St., Yankton, South Dakota. Applicant is requesting to amend his Conditional Use Permit and for an accessory building in a Moderate Density Residential District (R2) that exceeds the maximum aggregate square footage of 2400 square feet per acre. 7 Section 707. Applicant wishes to build an accessory structure in a different location than was previously approved. Said property is legally described as Lot 4 of Block 3, Lay Overlook Subdivision, in the Northeast Quarter (NE 1/4) of Section Eighteen (18), Township Ninety-Three (93) North, Range Fifty-six (56) West of the 5th P.M., Yankton County, South Dakota. E911 address is 109 Welton Dr., Yankton, South Dakota. Published twice at the total approximate cost of \$17.75.

9-10-17 YANKTON COUNTY BOARD OF COUNTY COMMISSIONERS NOTICE OF PUBLIC HEARING ORDINANCE #21-ZN-06

AN ORDINANCE AMENDING THE YANKTON COUNTY ZONING ORDINANCE, DEFINITIONS, ARTICLE 5, ARTICLE 10 AND ARTICLE 11 AND ALL AMENDMENTS THERETO, REGARDING REGULATION OF MEDICAL CANNABIS ESTABLISHMENTS IN YANKTON COUNTY IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 31-2, 1967, S.D.C.L. AND AMENDMENTS THERETO, AND FOR THE REPEAL OF ALL RESOLUTIONS AND ORDINANCES IN CONFLICT THEREWITH.

The Yankton County Commissioners will hold a 2nd Reading public hearing on Tuesday, September 21, 2021 at 6:30 p.m. at the Yankton County Government Center located at 321 West Third St., Yankton, SD. All interested persons are encouraged to attend in person and comment on Ordinance #21-ZN-06. After the public hearing, the Board of County Commissioners may pass a resolution, recommending approval of Ordinance, #21-ZN-06, with or without amendment.

The proposed Ordinance #21-ZN-06 will be made available for public inspection at the Yankton County Auditor and Planning and Zoning Office located at 321 West Third St., Yankton, SD and on-line at <http://www.co.yankton.sd.us/files/planning-zoning> pursuant to S.D.C.L. Section 11-2, and amendments thereto.

Written comments may be filed by emailing the Auditor at patty@co.yankton.sd.us or by mailing them to the Auditor at 321 West Third St., Yankton, SD; SD 57078 on or before noon on September 24, 2021. Published twice at the total approximate cost of \$32.30.

9-10-24 YANKTON COUNTY BOARD OF COUNTY COMMISSIONERS NOTICE OF PUBLIC HEARINGS ORDINANCE #21-ZN-07

2010 Legal and Public Notices

Written comments may be filed by emailing the Auditor at patty@co.yankton.sd.us or by mailing them to the Auditor at 321 West Third St., Yankton, SD; SD 57078 on or before noon on September 17, 2021 or October 1, 2021. Published twice at the total approximate cost of \$32.00.

9-10-10 NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Planning Commission, Yankton County, South Dakota, at 7:05 P.M. on the 14th day of September, 2021, at the Yankton County Government Center, Commissioners' Chambers, 321 West Third St., Yankton, South Dakota. Applicant is requesting a Variance to setbacks in a Moderate Density Residential District. Applicant wishes to construct a garage that is 5' behind the rear property line, a variance of 24' per Article 13 Section 4607. Said property is legally described as the North Third (N1/3) of Lot G, Eskdale's Plat, Section Twenty-Two (22), Township Ninety-Three (93) North, Range Fifty-seven (57) West of the 5th P.M., Yankton County, South Dakota. E911 address is 120 Gavins Place, Yankton, South Dakota 57078. Published twice at the total approximate cost of \$15.05.

Feds, ND Set To Negotiate Pipeline Policing Costs

BISMARCK, ND (AP) — Federal and state lawyers will meet in North Dakota next week to negotiate a settlement for money that the state claims it spent on policing protests against the Dakota Access oil pipeline. A North Dakota federal lawsuit against the U.S. Army Corps of Engineers in 2019, seeking to recover more than \$38 million in damages from the monthlong pipeline protests almost five years ago. State Attorney General Wayne Stenehjem and other state lawyers will meet with attorneys from the Corps and Justice Department at the federal courthouse in Bismarck on Sept. 16. U.S. Magistrate Judge Alice Stenehjem will preside over the negotiations, which are closed to the public.

"We will know on the 16th if they are serious in settling," Stenehjem said.

It's the first sit-down meeting with state and federal lawyers to work out a settlement, Stenehjem said. Federal judges handling the case have "strongly suggested" the negotiations, he said.

"If no settlement can be reached, a trial is set for May 1, 2023."

Thousands of pipeline opponents gathered in southern North Dakota in 2016 and early 2017, camping on federal land and often clashing with police. Hundreds were arrested over six months.

Stenehjem has long argued that the Corps allowed and sometimes encouraged protesters to illegally camp without a federal permit. The Corps has said protesters weren't evicted due to free speech rights.

The Army Corps of Engineers had argued that it has "limited authority to enforce its rules and regulations" on land it manages.

The \$3.8 billion pipeline has been moving oil from the Dakotas through Iowa to Illinois since 2017 but remains mired in litigation.

The Standing Rock Sioux Tribe opposed the pipeline, built by Texas-based Energy Transfer Partners over fears it would harm cultural sites and the tribe's Missouri River water

Farmers Restore Native Grasslands As Groundwater Disappears

BY TAMMY WEBBER
Associated Press

MULESHOE, Texas — For decades, the Texas Panhandle was green with cotton, corn and wheat. Wells drew a thousand gallons (3,785 liters) a minute from the seemingly bottomless Ogallala aquifer, allowing farmers to thrive despite frequent dry spells and summer heat.

But groundwater that sustained generations is drying up, creating another problem across the Southern plains. Without enough rain or groundwater for crops, soil can blow away — as it did during the Dust Bowl of the 1930s.

"We washed the hell out of the water," says Muleshoe, Texas, farmer Tim Black, recalling how farmers irrigated when he was a kid. Water flooded furrows or sprayed in high arcs before farmers adopted more efficient center-pivot systems.

His grandfather could reach water with a post-hole digger. Black is lucky to draw 50 gallons (189 liters) a minute from wells up to 400 feet (122 meters) deep.

Now farmers are facing tough choices, especially in parts of Texas, New Mexico and Oklahoma.

Some are growing less-thirsty crops or improving irrigation. Others, like Black, are replacing some cash crops with cattle and pastureland.

And more are planting native grasses that go dormant during drought, while deep roots hold soil and green with the slightest rain.

There's a reason Mother Nature selected those plants to be in those areas, says Nick Bamber, whose father started a seed company specializing in native grasses 70 years ago.

"The natives ... will persist because they've seen the coldest winters and the hottest dry summers."

Black, a former corn farmer, plants native grasses on corners of his fields, as pasture for cattle and between rows of wheat and annual grass.

The transition to cattle, he hopes, will allow his oldest son to stay on the land Black's grandparents began plowing 100 years ago. "His younger son is a data analyst near Dallas."

"You want your kids to come back, but damn, there's better ways to make a living than what we're doing," says Black.

"It's just too hard here with no water."

Already sand billows off fields during dry spells and clogs fields, ditches and roads.

Farmers do the best they can, but "everybody knows ... the water's going away," says Jude Smith, a biologist who oversees the Muleshoe National Wildlife Refuge, established during the Great Depression and Dust Bowl to preserve native prairie and three spring-fed lakes.

More than half the currently irrigated land in portions of western Texas, eastern New Mexico and the Oklahoma Panhandle could be lost by the end of the century, according to a study last year. And the central part of the aquifer could lose up to 40% of irrigated area by 2100.

Those losses might be slowed as farmers adapt to lower water levels, researchers say, but the projections under

"Dust Bowl Zone" in parts of Colorado, Kansas, New Mexico, Oklahoma and Texas.

But reestablishing native vegetation in the sandy soil over the Ogallala has proven difficult where irrigation ceased on former Kansas farmland. The same is true on land outside the Ogallala previously irrigated with river water, including in Colorado's Arkansas River Valley.

Extended periods of drought that plagued the Southwest over the past 20 years likely will continue, says meteorologist Brad Rippey with the USDA.

So farmers may need to use some remaining groundwater to reestablish native grasses, says study co-author Meagan Schipanski, an associate professor of soil and crop sciences at Colorado State University.

"In an ideal world, there would be some forethought and incentives available to farmers," Schipanski says.

Chris Grotgen, who has planted 75% of his family's land in native grasses, says most farmers aren't transitioning fast enough.

"Maybe they're using the latest and greatest of equipment and technology in the field, but that still will not totally offset the change that's coming to them," says Grotgen, who uses native grasses for grazing and plants wheat, directly into native grass pastures.

But experts say federal crop insurance and conservation programs often work at cross purposes: Farmers sometimes plant crops even if they're likely to fail, because they're protected by insurance, and cultivating land often is more profitable than government payments for grasslands.

From 2016 through mid-2021, fewer than 326,000 acres (132,737 hectares) were enrolled in the USDA's Grasslands Conservation Reserve Program in Dust Bowl Zone counties, according to USDA data. Enrollment for 2021 ended last month, but the USDA has not released the most recent totals.

In Texas, fewer than 32,000 acres were enrolled in Dust Bowl counties over the past five years — none in Bailey County, where Black lives.

Although grasslands also can be enrolled in other programs, there was a big push this summer to enroll more in the CRP grasslands program, which allows grazing and was authorized in the 2014 Farm Bill, says Zach Ducheneaux, head of the USDA's Farm Service Agency.

The agency sharply increased payments to a minimum of \$15 per acre, after they were reduced by the Trump administration, Ducheneaux says.

The transition to grasslands and conservation also is hindered by an agricultural banking system that makes it difficult to obtain loans for anything other than conventional farming and equipment.

But farmers need programs that allow them to earn a living, while they make the transition to grasslands and less irrigation, over perhaps 15 years, says Amy Kreinen of the Ogallala Water Coordinated Agriculture Project.

"There's a hunger for action that wasn't there even five years ago," because of

Pedestrian Killed In SD Crash From Alaska

HARRISBURG (AP) — The South Dakota Highway Patrol has identified the pedestrian who was killed along a highway near Harrisburg over the weekend.

According to the patrol, 24-year-old Bret Butcher, of Anchorage, Alaska, died Saturday night when he was struck by an SUV on Highway 115. He was pronounced dead at the scene.

The SUV driver was not injured. The patrol says no charges are expected against the driver.

Coach Charged With Child Sex Assault

PAPILLION, Neb. (AP) — An Omaha-area gymnastics coach has been arrested and charged with two counts of sexually assaulting a child who was one of his students.

Alexander Thomas, 30, of Omaha, was arrested Wednesday and booked into the Sarpy County Jail in Papillion, authorities said. Investigators said Thomas was a coach at Metro Stars Gymnastics in Papillion when he assaulted a student younger than 14 at that location sometime in January.

A judge on Thursday set Thomas' bail at \$250,000. Metro Stars officials said they learned of the charges Wednesday and immediately fired Thomas. He had coached at the Papillion location for four years.

Metro Stars sent an email to customers Wednesday asking families to report any concerns to the Sarpy County Sheriff's Office.

SD Workforce Housing Committee To Meet

SIOUX FALLS — The Workforce Housing Needs in S.D. Interim Study Committee will hold their fourth meeting of the 2021 Interim on Monday, Sept. 13, 2021, at 9 a.m. (CT). The meeting is being conducted by electronic conference and in Room 362 of the State Capitol in Pierre to allow for both remote and in-person participation.

The Workforce Housing Needs in S.D. Interim Study Committee, chaired by Rep. Roger Chase (R-Huron) with vice chair Sen. Casey Crabtree (R-Madison), will hear from Homes for South Dakota, South Dakota Native Homeownership Coalition and Transformation Consulting Agency. Public testimony will also be taken.

The agenda is available at <https://myirc.sdlegislature.gov/apl/Documents/220984.pdf>.

Neb. Redistricting Panel Hits Impasse, Turns To Public

LINCOLN, Neb. (AP) — Lawmakers who are drafting Nebraska's new political boundaries agreed Thursday to present two sets of legislative and congressional maps to the public after hitting a major impasse and trading accusations that the maps were skewed to favor a specific political party.

Members of the Legislature's Redistricting Committee failed to reach an agreement over any one set of plans during a meeting just ahead of next week's special legislative session. The committee has scheduled hearings next week in Omaha, Lincoln and Grand Island where members of the public can testify.

One proposed map appears to help Republicans by splitting northwestern Douglas County out of the 2nd Congressional District, which currently encompasses all of Douglas and part of Sarpy County.

Another map backed by Democrats would keep Douglas County whole but move Democrat-friendly Bellevue, in Sarpy County, back into the 2nd District, where it was located prior to the Legislature's 2011 redistricting. The Democratic plan would also remove suburban areas of the 2nd District that lean Republican.

Democrats Barack Obama and Joe Biden each won the Omaha-centric district once, claiming one of Nebraska's three electoral votes in the presidential election. Nebraska is solidly Republican but one of just two states that is able to split its electoral votes. The 2nd District is currently represented by Republican U.S. Rep. Don Bacon but was held by Democrat Brad Ashford from 2015 to 2017.

The proposed GOP map would shift northwestern Douglas County into the more rural and Republican 1st Congressional District. The new 2nd Congressional District would encompass southern Douglas County, plus all of GOP-heavy Sarpy and Saunders counties.

The proposal's sponsor, Sen. Lou Ann Linnehan, argued that her map makes sense because its boundaries run along the "very recognizable border" of Interstate 80 and West Dodge Road. Everything north and west of those lines would move into the 1st District.

Linnehan, a Republican and the committee's chairwoman, said Douglas County has been divided for years into different districts for legislative and other offices, and she doesn't see why it couldn't be the same for congressional districts.

Democrats called the map gerrymandered and vowed to fight it. Sen. Adam Morfeld, of Lincoln, blasted it as "completely partisan, completely political."

Lawmakers also squabbled over proposed legislative maps. One plan backed by Democrats would reduce the number of rural lawmakers by moving Legislative District 44, in rural southwestern Nebraska, to fast-growing suburban Omaha. The district, which has been losing population, is represented by state Sen. Dan Hughes, a Republican.

A different Republican-supported plan would keep the number of rural senators the same but tweak the maps in Omaha and Lincoln to shift several Democratic state lawmakers out of their own districts.

This Is The Story...

That covered an event...

That our child was featured in...

That created a lasting memory!

1335 Other Employment 1335 Other Employment

Director of Human Resources

Mount Marty University invites applications for a Director of Human Resources. The Director of Human Resources maintains and enhances the University's human resources by planning, implementing, and evaluating employee relations, through human resources policies, programs, and practices. This full-time position reports to the Vice President for Finance and Administration. This position will plan, direct, and manage all human resource initiatives, such as recruitment, compensation, training, retention, culture and employee relations.

Must have demonstrated high level customer service, excellent verbal and written skills, organizational skills, attention to detail, proficiency with computers, Microsoft and Google products, and experience in dealing with confidential information and highly sensitive matters with tact, diplomacy and professionalism. A masters of business administration preferred with a minimum of bachelor's degree in human resources or business related field or equivalent related experience.

Special Projects Coordinator

Mount Marty University invites applications for a Special Projects Coordinator. This full-time position reports to the Marketing Manager. The special projects coordinator is primarily responsible for content creation and developing print and digital materials designed to engage a variety of MMU audiences - with a particular emphasis on potential students and donors. This position will work closely with the MMU Office of Admissions to update materials targeting potential students, with an emphasis on securing leads for our admissions team through marketing and public relations efforts.

Must have a bachelor's degree in communications, public relations, journalism, English or comparable education/experience. Demonstrate critical thinking and creative problem solving skills; adapt to, and effectively use, new technology; possess excellent time management skills as well as the ability to manage multiple projects/deadlines; ability to conduct and analyze trends among target audiences; strong and diverse writing skills that produce high quality written content for press releases, print and email; and Adobe Creative Cloud experience (InDesign, Illustrator, Photoshop, Premiere Pro) preferred.

Lancer Locker Manager

Mount Marty University is looking for an exceptionally organized and customer service driven individual to fill the role of the Lancer Locker Manager. This position will be full time M-P 8-4:30. This position will oversee the day-to-day operation of Lancer Locker including part time workers. The store provides apparel both in store and online. This position also oversees the mailroom services, rental agreements, room reservations, and motorpool scheduling. This position will work closely with the Director of Campus Experience and assist and cover for the Director as needed.

If you're looking for a vibrant, fast paced work environment with flexible hours, an extensive amount of paid time off and holidays, we invite you to apply. Strong business and administrative experience required.

Apply for all open positions online at www.mountmarty.edu. "Careers at Mount Marty" with a cover letter, resume, and contact information for three references.



MOUNT MARTY
UNIVERSITY

MMU is an EEO Employer www.mountmarty.edu

1340 Part-Time

Long's Propane is looking for a part-time secretary/bookkeeper. Must be courteous and have good customer service skills. Must know basic bookkeeping and be able to use word and excel. Contact Julie at 605-661-1074 for appointment.

1435 Carpentry

A Full-time Carpenter Available. Available for odd jobs. Free estimates. Lots of experience. Call Bob Edwards at 605-666-8651.

For All of Your Carpentry Needs: Custom Built Windows, Siding, Garages, Additions, Patios and More. Call Ardash Carpentry at 605-651-1190.

1450 Cleaning

Housecleaner available; deep/light clean. Making angry spaces into happy places. Willing to travel. Call 605-660-7737.

1530 Roofing - Siding

1600 Other Real Estate

EQUAL HOUSING OPPORTUNITY

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

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

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

1605 Apartment For Rent

1650 Houses For Sale 1650 Houses For Sale

Price Reduced! **300 Calumet Circle \$665,000**

Open House
Saturday, September 25, 11:30 - 12:30PM

6 bed, 6 bath

Vision DREAM BIG

Meg Martin
605-517-3637

1605 Apartment For Rent

Two Bedroom Townhouses, Canyon Ridge, Yankton. Must qualify by family size and income. 605-664-8886 or Skogen Company 605-263-3941.

1615 Houses For Rent

Ranch style 3-bedroom, 2-bath, 1-car garage in Springfield, SD. \$800/rent. 402-459-0151.

1635 Commercial Rentals

For Rent.
Turn key Body Shop in downtown Yankton. 4,000 square feet, tools, equipment, paint booth, office, bath, room parking, heated and cooled along with cold storage. Ready to go 605-661-7035.

1705 Items \$100 or Less

1-extra large Roper dryer \$50. 605-689-0462.

Extra Large GE Washer \$100, work great. 605-689-0462.

GREAT DEAL! 100 ft. of new contractor water hose and new portable hose reel. First \$40 takes both! Call 808-638-7381 Yankton.

New Outfitter camouflage jacket XL \$40. XL Jacket new \$20. White wooden trash/potato container \$20. 605-865-8214.

1820 Give Aways

Giveaway: 6 Juvenile cats, males & females call 402-841-5885.

Tape recorder to giveaway, 2 power cords included call 605-260-0761.

1830 Runnige Sales

1403 Spruce St.
Friday, 9/24, 8am-6pm
Saturday, 9/25, 8am-12 Noon
Nice adult & children's clothes, small kitchen appliances some new. Once put together jigsaw puzzles, books, jewelry. Lots of interesting and useful items.

204 Murphy Lane
Yankton, SD
Friday, 9/24, 10am-6pm
Saturday, 9/25, 9am-4pm
Living Estate Sale
Uncovering 60 Years of Treasures!
Antiques, furniture, dishes, depression glass, Pyrex, antique baby buggy, butter churn enamelware, Clock, antique table 6 chairs, beveled mirror, Singer Sewing machine, console record/8 track player, LP's, lamps, copper boiler, holiday decorations. Linens, towels, hankies, jewelry, perfume bottles. Small appliances, recipe books Neighbor Lady and more, room size carpets, toys, tools, ladders, shelves, Dalmatian, heater, new items in boxes. Credit cards accepted! More rooms of stuff added following weekend October 1st.

301 E. 3rd St.
Friday, 9/24, 9am-5pm
Saturday, 9/25, 9am-5pm
Sunday, 9/26, 9am-Noon
Collectables, jewelry, kitchen, clothing, garden, sink bowls, Oak cabinet, seasonal items, Christ-

1830 Runnige Sales

401 Locust
Friday, 9/24, 9am-6pm
Saturday, 9/25, 9am-6pm
Moving Sale; Kitchen items, Insta Pot, KitchenAid mixer, small freezer, king/queen size bed, miscellaneous items. Power tools, lawn/garden tools, JD riding mower.

704 E 16th St.
Friday, 9/24, 8am-7pm
Saturday, 9/25, 8am-2pm
Clean household items, cookware, Tupperware, Correll dishes, Pyrex. Small appliances, cookbooks, hand tools, lot of miscellaneous, no checks.

2010 Legal and Public Notices

9-10-24
YANKTON COUNTY BOARD OF COUNTY COMMISSIONERS
NOTICE OF PUBLIC HEARINGS
ORDINANCE #21-ZN-07

AN ORDINANCE REGULATING THE LICENSING OF MEDICAL CANNABIS ESTABLISHMENTS IN YANKTON COUNTY IN ACCORDANCE WITH THE PROVISIONS OF CHAPTERS 34, 20G, 7-18A-S, AND 22-42-1 SDCL, AND AMENDMENTS THEREOF, AND FOR THE REPEAL OF ALL RESOLUTIONS AND ORDINANCES IN CONFLICT THEREWITH

The Yankton County Commissioners will hold a 1st Reading public hearing on Tuesday, September 21, 2021 at 6:40 p.m. and a 2nd Reading public hearing on Tuesday, October 5, 2021 at 6:30 P.M. at the Yankton County Government Center located at 321 West Third St., Yankton, SD. All interested persons are encouraged to attend in person and comment on Ordinance #21-ZN-07. After the public hearing, the Board of County Commissioners may pass a resolution recommending approval of Ordinance #21-ZN-07, with or without amendment.

The proposed Ordinance #21-ZN-07 will be made available for public inspection at the Yankton County Auditor and Planning and Zoning Office located at 321 West Third St., Yankton, SD, and on-line at <http://www.co.yankton.sd.us/eis/eis-form/planning-zoning> pursuant to SDCL Section 11-2 and amendments thereto.

Written comments may be filed by emailing the Auditor at party@co.yankton.sd.us or by mailing them to the Auditor at 321 West Third St., Yankton, SD, SD 57078 on or before noon on September 17, 2021 or October 1, 2021.
Published twice at the total approximate cost of \$32.00.

9-24
NOTICE OF ADOPTION

ORDINANCE NO. 21-ZN-05 ESTABLISHING PERMANENT ZONING REGULATIONS FOR YANKTON COUNTY SOUTH DAKOTA, PROVIDING FOR THE ADMINISTRATION, ENFORCEMENT, AND AMENDMENTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

Notice is hereby given that Ordinance No. 21-ZN-05 establishing permanent zoning regulations for Yankton County, South Dakota,

2010 Legal and Public Notices

Dated this 21st day of September 2021.

Joe Healy, Yankton County Commissioner Co-Chair

ATTEST:

Fatty Hojem
Yankton County Auditor
Published once at the total approximate cost of \$19.50.

9-24
South Dakota Bureau of Human Resources
Notice of Public Hearing to Adopt Rules

A public hearing will be held in Room B20 of the Capitol, 500 East Capitol Avenue, Pierre, SD 57501, and via teleconference at (866) 410-8397 with a conference code of 7663921553 on October 12, 2021 at 10:00 a.m. CT, to consider the adoption and amendment of proposed rules numbered:

§§ 55:08:05:03 and 55:08:06:02

The effect of these rule changes will be to amend the timelines related to the health plan claims procedure and amend when employees can make changes in the employees election of benefits.

The reason for these changes is to make our claims procedure in line with market standards. These changes provide additional time to employees to file appeals and additional time to respond to appeals. These changes also allow employees to make new benefit elections if they have a break in service instead of defaulting to their previous elections.

Persons interested in presenting amendments, data, opinions, and arguments for or against the proposed rules may do so by appearing at the hearing, either in person or via teleconference, or by sending them to the South Dakota Bureau of Human Resources (BHR), Room 110, 500 East Capitol, Pierre, South Dakota 57501 or email at BHRInfo@state.sd.us. The deadline to submit any such written comments for consideration by the Bureau of Human Resources is October 22, 2021.

After the written comment period, the Bureau of Human Resources will consider all written and oral comments it receives on the proposed rules. The Bureau of Human Resources may modify or amend a proposed rule at that time to include or exclude matters that are described in this notice.

For Persons with Disabilities: This hearing is being held in a physically accessible place. Please notify the Bureau of Human Resources at least 48 hours before the public hearing if you have special needs for which special arrangements can be made by calling 605-773-3148.

Copies of the proposed rules may be obtained without charge from rules.sd.gov or:

Bureau of Human Resources
State Capitol, Room 110
500 East Capitol
Pierre, South Dakota 57501-1234
BHRInfo@state.sd.us
605-773-3148
Published at the approximate cost of \$25.85.

9-24&10-1
NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the Yankton County Board of Adjustment, Yankton County, South Dakota, at 6:35 P.M. on the 5th day of October, 2021 at the Yankton County Government Center, Commissioners Chambers, 321 West Third St., Yankton, South Dakota. Applicant is requesting a Variance to setbacks in a Moderate Density Residential District. Applicant wishes to construct a garage that is 5' from the west property line a variance of 25' per Article 18 Section 1807. Said property is legally described as the North Third (N1/3) of Lot G, Eskines Plat, Section Twenty-Two (22), Township Ninety-Three (93) North, Range Fifty-Seven (37) West of the 5th P.M., Yankton County, South Dakota. B911 address is 120 Gavins Place, Yankton, South Dakota 57078.
Published twice at the total approximate cost of \$15.65.

9-24&10-1&3-15
STATE OF SOUTH DAKOTA)

2010 Legal and Public Notices

Dated this 17th day of September 2021.

/s/ Robert W. Klimisch
Robert W. Klimisch
KLIMISCH LAW P.C.
101 West 2nd Street
Yankton, SD 57078
(605) 665-9495

Angie D. Luken
418 Linn Street
Yankton, SD 57078
(605) 660-3210

Jody Johnson
Clerk of Courts
PO Box 155
Yankton, SD 57078
Published four times at the total approximate cost of \$59.64.

No Agreement Yet On Neb. Legislative Maps

BY GRANT SCHULTE
Associated Press

LINCOLN, Neb. — Nebraska lawmakers remained at a stalemate Wednesday over how to draw new congressional and legislative maps despite a looming deadline that could force them to postpone the decision until next year and delay the May primary election.

Lawmakers have until Saturday to advance both measures, or else Speaker of the Legislature Mike Hilgers has promised to end their special session, forcing them to resume the debate during their next regular session in January. Delaying the new maps until next year would force state officials to reach the primary and create major hassles for county election officials and candidates.

At issue with the maps are accusations that Republicans and Democrats are trying to draw political boundaries in ways that benefit their party. Republicans enjoy a majority in the officially nonpartisan one-house Legislature, but they don't have enough votes to overcome a filibuster led by Democrats and some moderate Republicans, preventing them from forcing through their preferred map.

Hilgers said lawmakers have made good progress toward an agreement, but he didn't want to guess the likelihood that they'll succeed before his imposed deadline. On Wednesday, he asked members of the Legislature's Redistricting Committee to meet with other lawmakers and discuss what everyone wants and needs in the maps.

"I wouldn't put odds on it one way or the other," Hilgers said after the meeting. "I said yesterday that if we couldn't do it, I'd have adjourned. But the response from yesterday to today has been tremendous. The energy's there. They understand the repercussions of not getting it done, and everybody takes that incredibly seriously."

Hilgers said he hoped to pin down specific concerns about the maps to try to reach a compromise, so that lawmakers aren't "just talking past each other."

Lawmakers also gave initial approval Wednesday to a funding bill to pay for the special session. The exact cost isn't yet known, but Sen. Dan Hughes, chairman of the Legislature's Executive Board, said the special session costs the state roughly \$3,300 a day. The spending bill advanced, 41-0, through the first of three required votes.

MEETING (ENTITY): PLANNING COMMISSION REGULAR OR SPECIAL MEETING: Regular
DATE: 9/14/2021 TIME: 7PM LOCATION: COMMISSION CHAMBERS

STAFF ATTENDANCE: Conkling

ROLL ☒ BARKL ☐ ☒ KETTERING ☒ MICHAEL ☒ SCHULTZ ☒ WEISS ☐ HOFFMAN

CALL:

APPROVAL OF MINUTES: MOTION BY: Kettering SECOND BY: Michael

PLANNING: ☒ BARKL ☐ ☒ KETTERING ☒ MICHAEL ☒ SCHULTZ ☒ WEISS ☐ HOFFMAN

APPROVAL OF AGENDA: MOTION BY: Schultz SECOND BY: Michael

PLANNING: ☒ BARKL ☐ ☒ KETTERING ☒ MICHAEL ☒ SCHULTZ ☒ WEISS ☐ HOFFMAN

AGENDA ITEM: **Sandra Pierce - Variance**

ADDRESS/LEGAL: Applicant is requesting a Variance to setbacks in a Moderate Density Residential District. Applicant wishes to construct a garage that is 5' from the west property line, a variance of 25', per Article 18 Section 1807. Said property is legally described as the N 1/3 of Lot G, Erskine's Plat, Section 22, T93N, R57W of the 5th P.M., Yankton County, South Dakota. E911 address is 120 Gavins Place, Yankton, South Dakota 57078

COMMENTS: Sandra and Tony Pierce - Applicants

MOTION: Approve the variance as presented based on the hardships of topography, size of the lot, and location of the utilities, it's the only possible location to build the garage and the garage is well within the limits for that zoning area of R2
Passed 5-0

APPROVAL: MOTION BY: Schultz SECOND BY: Kettering

PLANNING: ☒ BARKL ☐ HEVLE ☒ KETTERING ☒ MICHAEL ☒ SCHULTZ ☒ WEISS ☒ HOFFMAN

AGENDA ITEM: **Plat – Lot 6 Lake Forest Estates**

ADDRESS/LEGAL: Plat of Lot 6, Lake Forest Estates, in the NW1/4 of Section 16, T93N, R57W of the 5th P.M., Yankton County, South Dakota

COMMENTS: None

MOTION: Approve as presented
Passed 5-0

APPROVAL: MOTION BY: Kettering SECOND BY: Michael

PLANNING: ☒ BARKL ☐ ☒ KETTERING ☒ MICHAEL ☒ SCHULTZ ☒ WEISS ☐ HOFFMAN

AGENDA ITEM: Plat – Replat of Sayler Tract 1
ADDRESS/LEGAL: Replat of Sayler Tract 1 in the NE1/4 NW1/4 and the NW1/4 NE1/4 of Section 1, T96N, R55W of the 5th P.M., Yankton County, South Dakota
COMMENTS: None

MOTION: Approve as presented
Passed 5-0

APPROVAL: MOTION BY: Michael SECOND BY: Schultz
PLANNING: ☒ BARKL ☐ ☒ KETTERING ☒ MICHAEL ☒ SCHULTZ ☒ WEISS ☐ HOFFMAN

AGENDA ITEM: Public Comment
ADDRESS/LEGAL: _____
COMMENTS: None

MOTION: _____

APPROVAL: MOTION BY: _____ SECOND BY: _____
PLANNING: ☐ BARKL ☐ ☐ KETTERING ☐ MICHAEL ☐ SCHULTZ ☐ WEISS ☐ HOFFMAN

AGENDA ITEM: Adjourn
ADDRESS/LEGAL: _____
COMMENTS: _____

MOTION: Motion to Adjourn
Passed 5-0

APPROVAL: MOTION BY: Michaels SECOND BY: Schultz
PLANNING: ☒ BARKL ☐ ☒ KETTERING ☒ MICHAEL ☒ SCHULTZ ☒ WEISS ☐ HOFFMAN

AGENDA ITEM: _____
ADDRESS/LEGAL: _____

Yankton County, South Dakota

Receipt

Paid by
Sandra Pierce
Pierce14782@gmail.com

Payment number
Date paid
Payment method

9556
July 28, 2021 09:19 AM
Check

\$450.00 paid on July 28, 2021

Variance, Conditional Use and Rezoning Application

Application ID: VAR-2021-53

Description	Amount
Fee	\$450.00



COMMISSIONER MEETING AGENDA REQUEST

321 W 3rd, Suite 100, Yankton, SD 57078

E-Mail: patty@co.yankton.sd.us or valli@co.yankton.sd.us

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

Date Request Submitted 9/30/21

Request is for Commission Meeting Dated 10/5/21

Name: Jessica Atkinson

Address: 321 West 3rd St

Phone: 260-4488

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

Topic to be Addressed and Length of Presentation: approval of a contract
for temporary services 8 min

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

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

Audio/Visual Equipment Needed: _____

For Office Use:

Approved _____ Denied _____ Reason(s): _____

Signature: _____

Date: _____

**AGREEMENT BETWEEN
YANKTON COUNTY
AND
MATT ARCHER**

This agreement is hereby entered into between Matt Archer and Yankton County.

I. PURPOSE

- A. Provide administrative assistance to the Yankton County Department of Equalization.

II. MATT ARCHER RESPONSIBILITIES

- A. Provide training to the County staff in regards to sales ratio market analysis.
- B. Provide technical assistance with current software including Incode, Proval, SQL and Crystal Reports.
- C. Provide additional training as needed, including but not limited to, advanced basics, income approach, appeals and intentions.
- D. Thirty-five (35) hours of the training provided by Matt will be completed prior to January 1, 2022. The hours remaining will be completed prior to March 1, 2022.

III. YANKTON COUNTY RESPONSIBILITIES

- A. Provide county personnel, as necessary, to provide information and/or support to the Matt Archer.
- B. Agree to indemnify and hold the Matt Archer harmless from and against any and all claims, actions, suits, losses, damages and liabilities, including attorney fees and costs of defense arising from any contention or allegation, whether well founded or otherwise, based on any acts of conduct of the Matt Archer which are reasonably necessary to effectuate the purpose of this agreement.

IV. COMPENSATION

- A. Yankton County shall pay the Matt Archer \$50.00 per hour and not to exceed \$5,000 for services as described in II. Matt Archer Responsibilities, above.

V. OTHER PROVISIONS

- A. Amendment Provision: This contract contains the entire agreement between the parties and may be amended only in writing signed by both parties.
- B. Termination Provision: This agreement can be terminated upon written notice by either party. Matt Archer will receive compensation up to the date of termination.

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

Matthew Archer Date

Yankton County Commission Date

ATTEST:

Yankton County Auditor Date



COMMISSIONER MEETING AGENDA REQUEST

321 W 3rd, Suite 100, Yankton, SD 57078

E-Mail: patty@co.yankton.sd.us or valli@co.yankton.sd.us

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

Date Request Submitted 10/1/2021

Request is for Commission Meeting Dated 10/5/2021

Name: Fox + Youngberg, P.C.

Address: 216 W. 3rd St., Yankton, SD 57078

Phone: 605-665-4308

E-Mail Address: dfox@iw.net

Topic to be Addressed and Length of Presentation: Public Defender Contract
20-30 minutes

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

Proposal for 3 year contract for public
defender services.

Person(s) Making Presentation to the Board: Dan Fox

Luci Youngberg

Audio/Visual Equipment Needed: No equipment needed.

For Office Use:

Approved _____ Denied _____ Reason(s): _____

Signature: _____

Date: _____