

Agenda		Yankton County Commission 6:00 PM, Monday, May 19, 2025 Commission Chamber Yankton County Government Center DOCUMENTS WILL BE AVAILABLE AT AUDITOR'S OFFICE FOR REVIEW BEGINNING May 16th. COPIES AVAILABLE FOR \$1.00 PER PAGE	
Meeting chaired by: John Marquardt, Chairman Call to order: 6:00 PM PLEDGE OF ALLEGIANCE 02 Roll Call: _____ Dan Klimisch _____ Don Kettering _____ Wanda Howey-Fox _____ Ryan Heine _____ John Marquardt		AGENDA ITEMS	
03	6:00 PM	Abstain Financial Conflict of Interest (SDCL 6-1-17) Non-Financial Interest-Must State Reason for Abstaining	Commissioner Marquardt
04		Approval of Agenda	
	6:05 PM	Public comment is a time for persons to address this body on any subject. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Each person has up to three minutes to speak. There shall be no personal attacks against the members of this body, county staff, individual, or organizations. The Chair has the authority to enforce this policy. Failure to adhere to these rules may result in forfeiture of the remaining speaking time.	Public Comment
05	6:10 PM	Contact Center 2024 Annual Report	Rebecca Meier
06	6:15 PM	AED'S Preventive Maintenance	Ambulance
07	6:20 PM	SDDOT Joint Powers Weed Spraying Agreement	Jim Liebsch
08	6:25 PM	Appoint MI Board Member	Lucy Lewno

09	6:30 PM	Public Hearing on Proposed Ordinance Change 25-ZN-01 (2 nd Reading)	Zoning
10	6:35 PM	Plat – Potts Plat – Gall Plat – Lee Plat - Arens	Zoning
11	6:40 PM	Mutual Aid Agreement	Paul/OEM
12	6:45 PM	Contract Renewal	Luci Youngberg
13	6:50 PM	Approve MOU Dakota State University IT Discussion	Commission
14	6:55 PM	Ambulance Administrator Discussion	Commission
15	7:00 PM	April 22 nd Consolidated BOE, County BOE and May 6, 2025 Minutes	Commission
16	7:05 PM	Claims Pooled Cash	Auditor
17	7:10 PM	Public Comment	
18	7:15 PM	Commissioner Updates	
19	7:20 PM	Executive Session Poor Relief Issues Pursuant to SDCL 1-25-2 & 28-13 and 28-13-1.3	State's Attorney
		Items for Next Meeting	

2024 ANNUAL REPORT



Prepared By:
Rebecca Meier

Y.C.C. Impact Comparison January - December

This data pertains to the timeframes spanning from Jan. 1st to Dec. 31st in their respective years.

<u>Total Assistance Records</u>	<u>Total Households Assisted</u>
2023 - 3,021	2023 - 891
2024 - 3,111	2024 - 919

<u>Diapers and Formula</u>	<u>Emergency Lodging</u>	<u>Medication Assistance</u>	<u>Gas Assistance</u>
2023 Households - 96	2023 Households - 27	2023 Households - 26	2023 Households - 82
2024 Households - 84	2024 Households - 18	2024 Households - 14	2024 Households - 35

<u>Food Pantry</u>	<u>Rental Assistance</u>	<u>Bus Fare</u>	<u>Utility Assistance</u>
2023 Households - 795	2023 Households - 78	2023 Households - 5	2023 Households - 61
2024 Households - 822	2024 Households - 83	2024 Households - 19	2024 Households - 87

Food Pantry Expenses

2023 - \$119,948.67

2024 - \$119,530.81

Emergency Assistance Expenses

2023 - \$25,171.07

2024 - \$32,942.02

This data pertains to the timeframes spanning from Jan. 1st to Dec. 31st in their respective years.

2024 Households Assisted

Children (0-17) in assisted households - 762

Adults (18-59) in assisted households - 1,255

Seniors (60+) in assisted households - 267

919 Households with a total of 2,284 members

Ethnicity of 2024 Households Assisted

African American - 50 households with a total of 112 members

Asian - 2 households with a total of 3 members

Caucasian - 389 households with a total of 880 members

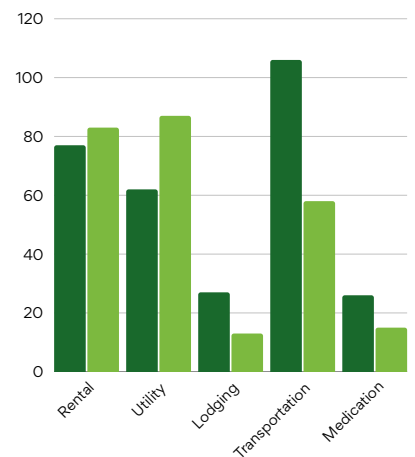
Hispanic - 211 households with a total of 602 members

Native American - 160 households with a total of 450 members

Other - 104 households with a total of 233 members

Pacific Islander - 3 households with a total of 4 members

Emergency Program Stats 2023 Vs. 2024



Feeding People. Stabilizing Lives. Connecting Community.

The Yankton Contact Center is dedicated to meeting the emergency needs of people in the greater Yankton area who are experiencing a crisis by providing them with a continuum of services to help stabilize their lives while maintaining their dignity.

Letter from the President



**REVEREND
JEFFREY OTTERMAN**
BOARD PRESIDENT

As the Current President of the Yankton Contact Center, I am thankful for the participation of so many different volunteers who serve Yankton by way of leadership on the board or by donating food/cash, sorting food, stocking shelves, engaging the clients who come in for help. I am thankful for the leadership of our CEO Rebecca Meier, who has, with the help and guidance of past and present board members, reshaped and created a greater future for the YCC not only in our fiftieth year of operation but well into the future. I am thankful that you, my friends, are reading this, and my hope is that we might continue with your partnership of care to ending poverty in Yankton and in the surrounding areas.

In the year 2025, we are celebrating 50 years of service to the greater Yankton area, and during the year, we will have a time of celebration as we join the city of Yankton for a day of Music at the Meridian in July. So please join us in celebrating 50 years of service to the greater Yankton area.

I will say it is vitally important that every person that has an abundance to wealth to make a concerted effort to give to the Yankton Contact Center on a monthly basis which will help us make a difference for those who either have a difficult time managing their own money or those who are caught in a time of emergency and whatever you do give we give you thanks.

It is possible that within the year, our current location may be changing, which will create another challenge for the Yankton Contact Center, and we will need more funds to operate for the next fifty years in the greater Yankton area. Thank you for all that you do and I look forward to the coming year and the remainder of the decade that follows.

Love and Peace,

President Jeffrey Otterman

The Reverend of Trinity Lutheran Church in Yankton SD.

MISSION

The Yankton Contact Center is dedicated to meeting the emergency needs of the people in the greater Yankton area who are experiencing a crisis by providing them with a continuum of services to help them stabilize their lives while maintaining their dignity.

VISION

Be greater Yankton's trusted resources for those needing assistance with emergent basic needs.

COMMUNITY SUPPORT

14,683 pounds

food donated to the Contact Center

2,710 pounds

hygiene products donated to the Contact Center

127 Quilts

Donated by local individuals and groups

\$1,600 Gift Cards

Donated by local individuals

2,040 Hours

41 Volunteers supported our clients in the food pantry in 2023



Feeding People. Stabilizing Lives. Connecting Community.

2024 FINANCIALS

Total Expenses: \$395,653

Expenses by Type:

Operational Costs	\$87,311
Program Wages	\$137,094
Operation Wages	\$15,233
Total Staffing	\$152,327
Mission Programs	\$36,484
Food Costs	\$119,531
Total	\$395,653

Total Funding: \$373,189

Funding by Type:

Individual Donations	\$127,364
Grants from other Non-Profits	\$45,500
Event Income	\$34,960
Business Donations	\$30,759
Government Grants	\$30,500
Faith Organizations	\$10,105
Corporate & Foundation	\$4,000
In-Kind Donations	\$90,000
Total	\$373,189

Feeding People. Stabilizing Lives. Connecting Community.



Fall Fundraiser & Fashion Show

We are excited to announce that the Yankton Contact Center's Fall Fundraiser and Fashion Show on October 24th raised \$11,000. Held at the Meridian Venue, the event brought the community together for an evening of fashion and philanthropy. The funds will be vital in supporting our mission to assist individuals facing emergent situations, including food, housing stability, and utility assistance. A special thank you to our participating local businesses and all attendees who made this event a success. Your generosity helps us continue our important work in the community. Together, we are making a significant impact!

Head 2 Heels *Meridian Decor*
& EVENT DESIGN

Riverfront  Broadcasting, LLC

9th street
CLOTHING CO.



Cork 'N Bottle
— YANKTON, SD —

Linda's Angel Crossing
Morgen Square on Broadway • 665-0080
Yankton, South Dakota





Community Spirit Shines Bright During the Christmas Kettle Season

As the holiday season comes to an end, we are excited to reflect on the remarkable achievements of the recent Christmas Kettle campaign. **This year's events brought together our community in support of those in need**, and the results were nothing short of inspiring.

The **Meridian Association of Realtors** participated in the annual South Dakota Realtors Ring Day, successfully raising **\$1,377.86 to support the mission of the Yankton Contact Center**. This vital organization works tirelessly to address the urgent needs of local residents facing crises such as eviction, utility shutoffs, emergency lodging, and transportation assistance.

One of the highlights of the season was the **"Badges for a Cause"** event. This friendly bell-ringing competition featured the **Yankton Police Department and the Yankton County Sheriff's Office**, showcasing their collaborative spirit and dedication to making a difference in our community. Together, they raised an impressive total of **\$2,068.66—\$1,146.01 from the Sheriff's Office and \$922.65 from the Police Department**—all aimed at assisting local residents in need.

Thanks to the generosity and commitment of all involved, we are thrilled to report that the campaign raised an astounding total of **\$19,675.46**. These funds will directly support emergency assistance programs, providing essential services to those facing dire situations. **Each dollar raised contributes to critical resources such as emergency lodging, eviction prevention, transportation costs, utility bill assistance, and vital medications.**

Looking back on 2024, the Yankton Contact Center, as a Salvation Army Extension Unit, was able to provide a significant **\$33,013.64 worth of assistance to individuals in crisis, all made possible by your generous contributions.**

We extend our deepest gratitude to everyone who participated, donated, and volunteered their time during the Christmas Kettle season. Your compassion and commitment have a profound impact on the lives of many in our community, and we are incredibly thankful for your support.

As we move forward, let us continue to foster the spirit of generosity that strengthens and unites us. We look forward to your ongoing involvement and the collective impact we can make together in the coming year. **Thank you for being an inspiring part of our mission to bring hope and assistance to those who need it most.**





CONTACT US

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605-260-4400 #2

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Website |
yanktoncontactcenter.org

Address |
321 W 3rd Street Suite B02
Yankton SD, 57078

Board of Directors

Rev. Jeffrey Otterman - President

Richard Larson -Vice President

Jennifer Powell - Secretary

Robert Standen - Treasurer

Fred Binder

Preston Crissey

Randy Christensen

Sr. Joyce Streff

Mindy Vogt

Staff

Rebecca Meier

Christina Blume

Elizabeth Lynch

Kelli Stanage

Contract Estimate

Date: 05-09-25

Local Stryker Team	
Region:	Midwest
Service Tech:	Don Potter
Sales Rep:	Matthew Frank

Account Information	
Name:	YANKTON COUNTY EMS
Ship-To:	20190800
Bill-To:	20190800
Contact Email:	

Line	Material Number	Material Description	PLT	PM	Batteries	Special Ops	Qty	Years	List	Discount	Amount
1.0	AED-FIELD-PROCARE	AED-FIELD-REPAIR		<input checked="" type="checkbox"/>		<input type="checkbox"/>	13	4	\$ 24,544.00	5%	\$ 23,316.80
2.0			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$ -		
3.0			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$ -		
4.0			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$ -		
5.0			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$ -		
6.0			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$ -		
7.0			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$ -		
8.0			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$ -		

Payment Terms	Annually
Payment Amount	\$ 5,829.20

List \$ 24,544.00	
Total \$	23,316.80
Savings \$ 1,227.20	

Comments: **Estimate is not a guarantee of final, quoted price. Prices references for 2025**

S/N's: 49370111, 49362243, 49370241, 49370275, 49456134, 47191639, 47191633, 48461270, 48461304, 48461499, 48462983, 48465217, 48465564

Government Center, Dispatch, Clerk of Courts, Highway Dept, Extension Office, Yankton County Jail x2
Yankton County Sheriff's Office x6 (patrol vehicles)

ESTIMATE ONLY

[Terms & Conditions](#)





LIFEPAK CR2 AED

Government Center
 Dispatch
 Clerk of Courts
 Highway Department
 Extension Office
 YSO Patrol Vehicles x6

Battery pack: \$325 each
 AED pads: \$200 each



LIFEPAK CR PLUS AED

Jail x2

Battery + AED pads x2 replacement pack:
~~\$350.00~~



LIFEPAK 15 MONITOR

Four ambulances

Already covered by annual PM

Batteries: \$650 each
 Runs on two batteries + 1 spare
 (\$1,950 battery value in each unit)

AED pads: \$60 each

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS AGREEMENT
FOR WEED SPRAYING SERVICES BY COUNTY**

This Joint Powers Agreement (Agreement) is entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Yankton County, South Dakota, referred to in this Agreement as the "COUNTY."

BACKGROUND:

1. The STATE is the owner of real property located in Yankton County, South Dakota.
2. The STATE wants the COUNTY to control the growth of declared noxious weeds within the right of way of state highway routes.
3. The COUNTY is willing to provide weed spraying services to the STATE.

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

I. JOINT POWERS

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the COUNTY and the STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use in connection with this Agreement.

II. THE COUNTY

- A. The COUNTY services under this Agreement will commence May 1, 2025, and will end October 1, 2025, unless terminated earlier pursuant to the terms of this Agreement.
- B. The COUNTY will provide services in compliance with the Americans with Disabilities Act of 1990, and any amendments.
- C. The COUNTY will:
 1. Furnish the necessary equipment, materials, and labor to control the growth of declared noxious weeds in accordance with the bid proposal attached to this Agreement as Exhibit A.
 2. Ensure that the weed spraying is accomplished by personnel properly licensed by the South Dakota Department of Agriculture.
 3. Advise the STATE'S local maintenance shop of the COUNTY'S intent to spray, at least forty-eight (48) hours prior to spraying.
 4. Ensure the COUNTY'S spraying vehicles are equipped with a flashing amber warning light which must be in operation while spraying highway right of way. The COUNTY will not stop its vehicle(s) on the roadway, driving lanes, or shoulders on the Interstate highway system.
 5. Complete form DOT-820 Daily Pesticide Application Record, furnished by the STATE, a copy of which is attached to this Agreement as Exhibit B. The COUNTY will complete this form on a daily basis after completion of the spraying.
 6. Provide the STATE with a completed copy of the DOT-820 Daily Pesticide Application Records within one (1) week after completion of the spraying.

7. Submit an invoice for payment to the STATE. The invoice will be accompanied by the completed original DOT-820 daily form(s). The COUNTY may submit separate invoices for the spring and fall spraying, if the COUNTY desires to do so.
8. Supply the STATE with visible proof the spraying operations are effectively killing noxious weeds. If the spraying operations do not effectively kill the noxious weeds, the COUNTY will not be paid for that portion of the spraying operations the STATE determines were ineffective.

II. THE STATE will:

- A. Pay the COUNTY the actual costs for services as set out below. Payment will be made pursuant to itemized invoices submitted by the COUNTY, and accompanied by the required form DOT-820 Daily Pesticide Application Records.
- B. Reimburse the COUNTY for all labor required to satisfactorily complete the work contemplated by this Agreement based on the hourly rate per employee as stipulated in the attached Exhibit B.
- C. Reimburse the COUNTY for all pesticides and equipment required to satisfactorily complete the work contemplated by this Agreement based on the costs as stipulated in the attached Exhibit B.
- D. Furnish the COUNTY with form DOT-820 Daily Pesticide Application Records.

III. AMENDMENT PROVISION

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

IV. TERMINATION PROVISION

Either party may terminate this Agreement by providing thirty (30) days' written notice to the other. If the COUNTY breaches any term or condition of this Agreement, the STATE may terminate this Agreement with or without notice. If the STATE terminates this Agreement due to the COUNTY'S default, the STATE may adjust any payment due to the COUNTY at the time of termination to cover any additional costs to the STATE due to the COUNTY'S default. Upon termination, the STATE may take over the work and may award another party an agreement to complete the work under this Agreement. If, after the STATE terminates for a default by the COUNTY, it is determined the COUNTY was not at fault, then the COUNTY will be paid for eligible services rendered and expenses incurred up to the date of termination.

V. FUNDING PROVISION

This 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 law or federal funds reductions, this Agreement may 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.

VI. INDEPENDENT CONTRACTOR PROVISION

While performing services under this Agreement, the COUNTY is an independent contractor and not an officer, agent, or employee of the STATE.

No employee of the COUNTY engaged in the performance of services required under this Agreement will be considered an employee of the STATE. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission by the COUNTY will be the STATE'S obligation or responsibility.

VII. EMPLOYEE STATUS PROVISION

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

VIII. COMPLIANCE PROVISION

The COUNTY will comply with all federal, state and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The COUNTY will procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under the Agreement.

IX. INDEMNIFICATION PROVISION

The COUNTY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the COUNTY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.

X. CONTROLLING LAW PROVISION

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

XI. SEVERABILITY PROVISION

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

XII. SUPERCESSION PROVISION

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 in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

XIII. The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the Chairperson as the COUNTY'S authorized representative is attached to this Agreement as Exhibit C.

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

Yankton County, South Dakota

By: _____

Its: County Commission Chairperson

Date: _____

Attest:

County Auditor/Clerk

(COUNTY SEAL)

State of South Dakota
Department of Transportation

By: _____

Its: Secretary

Date: _____

Recommended By:

Construction/Maintenance Engineer

Exhibit A

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		000P		292		I7RD	2305		
		000N		292		I7RE	2305		

COUNTY: YANKTON BUDGET SOURCE: CONTRACT MAINTENANCE

FEDERAL TAX ID NUMBER: 46-6000569

FINALS ENGINEER REVIEW REQUIRED: ☐ YES ☒ NO

REGION MATERIALS CERTIFICATION REQUIRED: ☐ YES ☒ NO

CERTIFIED INSPECTORS/TESTERS REQUIRED: ☐ YES ☒ NO

TO BE INSTALLED ON CM&P: ☒ YES ☐ NO

TYPE OF WORK: WEED SPRAYING

PURPOSE OF WORK: CONTROL GROWTH OF NOXIOUS WEEDS ALONG STATE HWY RIGHT-OF-WAY

LOCATION OF WORK: YANKTON COUNTY

ESTIMATE OF QUANTITIES AND COST:

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
910E0001	TORDON 22K	7	GALLONS	\$1.00	\$567.00
910E0012	2-4-D	1000	OZ	.30	\$300.00
910E0050	PLATEAU				
910E1050	ATV	30	HOURS	\$55.00	\$1650.00
910E1060	LABOR	30	HOURS	\$28.00	\$840.00
				TOTAL	\$3357.00

"Contract" Daily Pesticide Application Record

Date: _____ Contact No: _____

Customer: _____

Contractor: _____

SPRAYING ON THIS DATE WAS ACCOMPLISHED ON: INDICATE WHICH DITCH

Highway No: _____ From MRM _____ To MRM _____ N S E W OR MEDIAN

Highway No: _____ From MRM _____ To MRM _____ N S E W OR MEDIAN

Highway No: _____ From MRM _____ To MRM _____ N S E W OR MEDIAN

Highway No.	Type of Pesticide	Amount Used	Cost/Unit	Cost
_____	_____	X	=	_____
_____	_____	X	=	_____
_____	_____	X	=	_____
Highway No.	Employee Name	Hours Worked	Rate	Cost
_____	_____	X	=	_____
_____	_____	X	=	_____
_____	_____	X	=	_____
Highway No.	Equipment	Miles or Hours Worked	Rate	Cost
_____	_____	X	=	_____
_____	_____	X	=	_____
_____	_____	X	=	_____
			Total Cost	= _____

Sprayer Operator Signature

D.O.A. License Number: _____

THIS FORM WILL BE COMPLETED IN TRIPLICATE. ONE COPY WILL BE FORWARDED TO THE LOCAL MAINTENANCE UNIT FOREMAN, ONE TO BE RETAINED ON FILE BY THE COUNTY, AND ONE (ORIGINAL) TO ACCOMPANY THE COUNTY'S INVOICE TO THE STATE FOR PAYMENT.



COMMISSIONER MEETING AGENDA REQUEST

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

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

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

Date Request Submitted 3/14/25

Request is for Commission Meeting Dated 5/20/25

Name: Lucy Lewno

Address: 1901 Broadway, Yankton

Phone: 605-665-2992

E-Mail Address: lucy@lewnolaw.com

Topic to be Addressed and Length of Presentation: Re Appointment of
Yankton Co. Mental Illness Board member 10 minutes

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

Reappoint Val Larson to Yankton County Board
of mental Illness

Person(s) Making Presentation to the Board: Lucy Lewno

Audio/Visual Equipment Needed: _____

For Office Use:

Approved _____ Denied _____ Reason(s): _____

Signature: _____

Date: _____



YANKTON COUNTY

ZONING ORDINANCE 2020

Adopted: February 18, 2020

Amended: September 3, 2024

Prepared by: Yankton County Commission

Yankton County Planning Commission

DEFINITIONS

Definitions

For the purpose of this Ordinance, unless otherwise stated, words used in the present tense include the future; the singular number includes the plural and the plural the singular; the word shall means mandatory, not discretionary; the word may is permissive; the word person includes a firm, association, organization, partnership, trust, company or corporation, as well as, an individual; the word lot includes the word plat or parcel; and the words used or occupied include the words intended, designed, or arranged to be used or occupied.

Terms

For the purpose of this Ordinance, certain terms or words used herein shall be interpreted as follows: **(Amended June 21, 2022)**

Abandoned Sign/Billboard - a sign or sign structure that is blank, obliterated or displays obsolete advertising material for a period in excess of twelve continuous months. The twelve-month period for determining if a sign is abandoned commences upon notification of violation to the offender.

Abut - Having a common border with, or being separated from such a common border by a right-of-way, alley, or easement.

Accessory Agricultural Structure - A structure customarily incidental and necessary to farming and the raising of animals including barns and other animal shelters, corrals and fences, silos and storage sheds for machinery and crops.

Accessory Building - A subordinate building, the use of which is purely incidental to the main building. It shall be unlawful for any person, firm, or corporation in the following Yankton County Zoning Districts: Low Density Rural Residential (R1), Moderate Density Rural Residential (R2), High Density Rural Residential (R3), Manufactured Home Park (MHP), Lakeside Commercial (LC), Rural Transitional (RT), Planned Unit Development (PUD) to use any van body, truck body, semi-trailer, rail car, "shipping crate", and/or any vehicle no longer used for its manufactured purpose as a storage shed, storage building, warehouse, or as living quarters. It shall be unlawful to use manufactured homes for any use other than residential living quarters in all Yankton County Zoning Districts. However, this shall not prevent the lawful parking of vehicles properly licensed, insured, and in regular use for their intended purpose to include 'RVs' and camping trailers. **(Amended May 19, 2020)**

Accessory Use or Structure - A use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure. It shall be unlawful for any person, firm, or corporation in the following Yankton County Zoning Districts: Low Density Rural Residential (R1), Moderate Density Rural Residential (R2), High Density Rural Residential (R3), Manufactured Home Park

(MHP), Lakeside Commercial (LC), Rural Transitional (RT), Planned Unit Development (PUD) to use any van body, truck body, semi-trailer, rail car, “shipping crate”, and/or any vehicle no longer used for its manufactured purpose as a storage shed, storage building, warehouse, or as living quarters. It shall be unlawful to use manufactured homes for any use other than residential living quarters in all Yankton County Zoning Districts. However, this shall not prevent the lawful parking of vehicles properly licensed, insured, and in regular use for their intended purpose to include ‘RVs’ and camping trailers.

Actual Construction - Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner. Where excavation or demolition or removal of an existing building has been substantially commenced, preparatory to building, such excavation or demolition or removal shall be deemed to be actual construction, provided that work shall be carried on diligently.

Addition - Any construction that increases the size of a building such as a porch, attached garage or carport, or a new room.

Administrative Review - A process brought forth by the Zoning Administrator to clarify a provision of the Zoning Ordinance. A review may include policy interpretation or procedural questions but shall not include the appeals process as detailed herein.

Adult Entertainment - Any premises or part thereof in which a principal feature or characteristic is the nudity or partial nudity of any person; to include a place or part thereof where, in pursuance of a trade, calling, business or occupation, goods or services appealing to or designed to appeal to erotic or sexual appetites or inclinations.

Advertising Sign - An advertising sign, billboard, or poster panel which directs attention to a business, commodity, service, or entertainment not exclusively related to the premises where such advertising sign is located or to which it is affixed, but does not include those business signs which direct attention to the business on the premises to a brand name of a product or commodity with which the business is specifically identified and which is sold on the premises.

Agriculture - The planting, cultivating, harvesting and storage of grains, hay or plants, fruits, or vineyards along with the raising and feeding of livestock and/or poultry shall be considered an agricultural use. Grain elevators or Agricultural Product Processing Facilities shall not be considered an agricultural use if such use constitutes the main or principal use on a lot or parcel.

Agribusiness – A business which directly supports the agricultural industry, such as suppliers of feed, seed, chemicals, fertilizer, farm equipment, and equipment parts, farm equipment repair services, veterinary services, drain tile installers, and commercial grain elevators. **(Amended August 19, 2021)**

Agriculture Product Processing Facility - A business activity customarily designed to process raw agricultural products into value added products. Agricultural processing facilities include, but are not limited to; feed mills, ethanol plants, soy bean processing facilities, cheese plants, milk processors, packing plants and rendering facilities.

Agrioltaics - The use of land for both agriculture (crop production, livestock grazing and pollinator habitat) and solar photovoltaic energy generation. This is located underneath solar panels and/or between rows of solar panels. **(Amended December 19, 2023)**

Aggrieved Person - A person aggrieved is any person directly interested in the outcome of and aggrieved by a decision or action or failure to act regarding a zoning decision thus: **(Amended August 19, 2021)**

1. Establishes that the person suffered an injury, an invasion of a legally protected interest that is both concrete and particularized, and actual or imminent, not conjectural or hypothetical;
2. Shows that a causal connection exists between the person's injury and the conduct of which the person complains. The causal connection is satisfied if the injury is fairly traceable to the challenged action, and not the result of the independent action of any third party not before the court; (3) Shows it is likely, and not merely speculative, that the injury will be redressed by a favorable decision, and; (4) Shows that the injury is unique or different from those injuries suffered by the public in general.

Alley - A way which affords only a secondary means of access to abutting property.

Amendment - A change in the wording or substance of this ordinance or a change in the boundaries or classifications upon the Official Zoning Map.

Amusement Park - A facility, primarily outdoors, that may include structures and buildings, where there are various devices for entertainment including rides, booths for the conduct of games or sale of items, buildings for shows and entertainment and restaurants and souvenir sales.

Animal Feeding Operation: An animal feeding operation is a lot or facility where 200 or greater animal units, excluding aquaculture, are confined, stabled, fed, or maintained in either an open or housed lot for a total of 45 days or more in any 12-month period. The open lot does not sustain crops, vegetation, forage growth, or post-harvest residues in the normal growing season. Two or more facilities under common ownership are a single animal operation if they adjoin each other (within one mile), or if they use a common area or system for the disposal of manure. **(Amended August 19, 2021)**

For the purposes of these regulations, Animal Feeding Operations are divided into the following classes:

Class	Animal Units
Class A	<u>500</u> - 10,000
Class B	<u>200</u> – 499

Animal Feeding Operation or CAFO, New - An animal feeding operation or CAFO, (see definitions), constructed after the effective date of this ordinance or any subsequent amendment of applicable Articles or Sections. Operations in existence upon adoption or prior to future amendments may be considered a new operation if the facility is expanded to facilitate an increase of more than three hundred (300) animal units. Any new construction relating to an expansion must comply with the applicable performance standards. The Planning Commission and Board of Adjustment shall have the authority to decrease or waive any standard deemed contradictory to the intent of the zoning ordinance upon review and in accordance with the conditional use and variance process described herein. **(Amended May 19, 2020)**

Animal Units - A unit of measure for livestock equated as follows; one head is equivalent to animal units: **(Amended August 19, 2021)**

Cow, feeder, or slaughter beef animal, including cow/calf pairs	1.0 A.U.
Horse	2.0 A.U.
Mature dairy cattle, excluding dairy calves under 300 pounds	1.4 A.U.
Farrow-to-finish sows	3.7 A.U.
Swine in a production unit	0.47 A.U.
Nursery swine less than 55 pounds	0.1 A.U.
Finisher swine over 55 pounds	0.4 A.U.
Sheep or lambs, goats	0.1 A.U.
Laying hens or broilers	0.033 A.U.
Ducks and/or geese	0.2 A.U.
Turkeys	0.018 A.U.

Animal Waste Facility - A structure designed and constructed to store and/or process animal waste. Animal waste facilities include but are not limited to holding basins, lagoons, pits and slurry stores.

Apartment - A portion of a multiple dwelling used as a separate housing unit and having cooking facilities and a private bath.

Applicant - For purposes of this Ordinance a person shall be deemed to be an applicant if they are the owner of the proposed facility; an officer or director of the owner thereof; or an owner of any interest, direct or indirect, in any company, except a publicly traded company, which is the owner of the proposed development.

Aquaculture - Land devoted to the hatching, raising and breeding of fish or other aquatic plants or animals for sale or personal use.

Arcade - A place of business where an individual, association, partnership or corporation maintains four or more amusement devices for public use.

Auction Barn - Any premises used predominantly as a livestock auction facility and may include the auction of agriculturally related items on an incidental or accessory basis only. The term may also include a building or structure or lands used for the storage of goods and materials which are to be sold on the premises by public auction, and for the sale of the said goods and materials by public auction and on an occasional basis.

Auction Yard - Any premises used predominantly as an auction pavilion or any area dedicated to consignment auctions or similar activities. A yard may include structures, open, and fenced display areas.

Automobile-Machinery Service Station - Building and premises where motor fuel, oil, grease, batteries, tires, and vehicle accessories may be supplied and dispensed at retail, and where, in addition, customary repair services may be rendered.

Automobile Wrecking Yard - Any premises on which two or more self-propelled vehicles not in running order or operating condition are stored in the open. See also Junkyard and Salvage Yard.

Back-To-Back Sign: An off-site or on-site sign consisting of two sign facings oriented in the opposite direction with not more than one face per side.

Bar - A building or part thereof where, in consideration of payment therefore, liquor, beer, or wine or any combination thereof are served for consumption on the premises, with or without food.

Basement - A portion of a building with the floor located below the mean grade level. For the purpose of this ordinance, any such basement with more than four (4) feet above grade level shall be counted as a story. No dwelling unit shall be situated in a basement having less than four (4) feet above grade level.

Bed and Breakfast - A dwelling occupied by a family and used incidentally to provide accommodation and meals to guests for remuneration, but shall not include a boarding house, residential care facility, hotel, motel, or other similar uses.

Billboard - See Sign, Off-Site.

Board of Adjustment - The Yankton County Commission shall serve as the Board of Adjustment.

Bona fide practitioner-patient relationship” means: (Amended November 4, 2021)

- 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;

Buildable Area - The portions of a lot remaining after required yards have been provided.

Building - The word "building" includes the word structure and is a structure that is entirely separate from any other structure by space or by walls in which there is no communicating doors or windows or similar openings. A principal building including covered porches and paved patios, is a building in which is conducted the principal use of the lot on which it is situated. In any residential district, any dwelling shall be deemed to be the principal building on the lot on which the same is situated.

Building Line, Front - A line parallel to the street, or right-of-way intersecting the foremost point of the building, excluding uncovered steps.

Building Permit - A type of authorization that must be granted by a government or other regulatory body before the construction of a new or expansion of existing building can legally occur. **(Amended August 19, 2021)**

Building Setback Lines - A line parallel or approximately parallel to the lot lines at a specified distance therefrom, marking the minimum distance from the lot line that the building may be erected.

Building Site - A lot or parcel, or portion thereof, whether a lot of record or described by metes and bounds, used or intended to be used as the location of a building for housing one or two families.

Building, Alterations of - Any change or rearrangement of the supporting members (such as bearing walls, beams, columns, or girders) of a building, an addition to a building, or movement of a building from one location to another. See Structural Alterations.

Building, Height of - The vertical distance measured from the average grade of the building level of the highest and lowest elevations of the site covered by the building to the top of the roof or parapet of the highest story.

Building, Principal - A building in which is conducted the main use of the lot on which said building is located.

Bus Depot - A building or premises where commercial motor vehicles pick up and discharge fare-paying, passengers. Accessory uses may include ticket offices, luggage checking facilities and similar uses.

Business Sign - A sign which directs attention to a business or profession conducted or to a commodity, service, or entertainment sold or offered upon the premises on which such sign is located or to which it is affixed. See also on-site and off-site signs.

Camper - See Travel Trailer.

Campground - Any premises where two (2) or more camping units are parked or placed for camping purposes, or any premises used or set apart for supplying to the public camping space for two (2) or more camping units for camping purposes, which

include any buildings, structures, vehicles or enclosures, uses or intended for use or intended wholly, or in part, for the accommodation of transient campers.

Camping Unit - Any vehicle, tent, trailer or portable shelter used for camping purposes.

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. **(Amended October 21, 2021)**

Cannabis, Allowable amount - **(Amended November 4, 2021)**

- 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;
- d. If the cardholder has a registry identification card allowing cultivation, three cannabis plants minimum or as prescribed by physician; and
- e. 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;

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. **(Amended October 21, 2021)**

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. **(Amended October 21, 2021)**

Cannabis Establishment - a cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary. **(Amended October 21, 2021)**

Cannabis Establishment, Non-licensed - an entity which would otherwise meet the definition of a cannabis establishment but which is not legally licensed. **(Amended October 21, 2021)**

Cannabis product - 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. **(Amended November 4, 2021)**

Cannabis Product Manufacturing Facility - a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary. **(Amended October 21, 2021)**

Cannabis Testing Facility - a legally licensed entity legally authorized to analyze the safety and potency of cannabis. **(Amended October 21, 2021)**

Cardholder - a qualifying patient or a designated caregiver who has been issued and possesses a valid registry identification card **(Amended November 4, 2021)**

Car Wash - An establishment having facilities for washing motor vehicles by production line methods which may include a conveyor system or similar mechanical devices. This definition may also include a self-service operation.

Casino - A room or rooms in which legal gaming is conducted.

Cellar - A portion of a building between two floor levels which is partly or wholly underground and which has more than one-half (½) of its height, from finished floor to finished ceiling or to the underside of the floor joists of the story next above, as the case may be, below the average finished grade level adjacent the exterior walls of the building.

Cemetery - Land that is set apart or used as a place for the interment of the dead or in which human bodies have been buried. "Cemetery" may include a structure for the purpose of the cremation of human remains and may include facilities for storing ashes of human remains that have been cremated or the interment of the dead in sealed crypts or compartments.

Church - A building wherein persons regularly assemble for religious worship, and which is maintained and controlled by a religious body organized to sustain public worship.

Clinic - A building or part of a building used solely for the purpose of consultation, diagnosis and treatment of patients by one or more legally qualified physicians, dentists, optometrists, podiatrists, chiropractors, or drugless practitioners, together with their qualified assistants, and without limiting the generality of the foregoing, the building may include administrative offices, waiting rooms, treatment rooms, laboratories, pharmacies and dispensaries directly associate with the clinic, but shall not include accommodation for in-patient care or operating rooms for major surgery.

Club - A building owned, leased, or hired by a non-profit association of persons the use of which is generally restricted to due-paying members and their guests. Such club may periodically be rented, or leased, to non-members for gathering such as weddings, anniversaries, and dances, but no portion of the building shall continuously be used for business purposes.

Common Wall - A wall common to but dividing contiguous buildings; such a wall contains no openings and extends from its footing below the finished ground grade to the height of the exterior surface of the roof (**Amended October 18, 2022**)

Company - For purposes of this ordinance the term, “company” includes, but is not limited to, any corporation, partnership, limited liability company, limited liability partnership, limited partnership, business trust and any other business entity.

Comprehensive Plan - Any legally adopted part or element of the Yankton County Comprehensive Plan.

Commissioners - the Yankton County Board of County Commissioners (**Amended November 4, 2021**)

Concentrated Animal Feeding Operation (CAFO) - An animal feeding operation that is previously defined meets one or more of the following criteria: (**Amended August 19, 2021**)

1. Contains at least 500 animal units
2. Utilizes a Liquid Manure System (see definitions)
3. Utilizes environmentally controlled housing where the animals are contained in a thermostatically controlled environment
4. Discharges pollutants into waters of the state through man-made ditch, flushing system, or other similar man-made device
5. Discharges pollutants directly into waters of the state which originate outside of and pass over, across, or through the facility or otherwise come into direct contact with the animals confined in operation

Concentrated Animal Feeding Operation (CAFO) Existing - Concentrated animal feeding operations in existence prior to the effective date of this ordinance or any subsequent amendment of applicable Articles or Sections. (**Amended August 19, 2021**)

Concentrating Solar thermal Device - CST technologies use mirrors to reflect and concentrate sunlight onto a receiver. The energy from the concentrated sunlight heats a high temperature fluid in the receiver. (**Amended December 19, 2023**)

Conditional Use - A conditional use is a use that would not be appropriate, generally or without restriction, throughout the zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would promote the public health, safety, welfare, morals, order, convenience, appearance, prosperity or general welfare. Such uses may be permitted in such zoning district as conditional uses, if specific provision for such conditional use is made in this Ordinance.

Congregate Housing - Housing units that provide a semi-independent living environment, which offers residential accommodations, central dining facilities (where at least one (1) meal a day is provided seven (7) days a week), related facilities, and supporting staff and services to persons of at least sixty-two (62) years of age or with disabilities.

Construction Services - A yard, structure, or combination thereof of any general contractor or builder where equipment and materials are stored or where a contractor performs shop or assembly work but does not include any other yard or establishment otherwise defined or classified herein.

Contiguous - Next to, abutting, or touching and having a boundary, or portion thereof, which is adjoining.

Contractor - The person who contracts with an individual or developer to construct a building on a parcel of land prepared by a developer.

Convenience Store - A retail store in which articles for sale are restricted to gasoline sales and a limited range of food items such as milk, bread, soft drinks, ice cream, canned and bottled goods, snacks and candy. Retail sales may also include the limited sale of magazines, books, house wares, toiletries, bait, alcoholic beverages and tobacco.

Court - Any open space, unobstructed from ground to sky, other than a yard, that is on the same lot with and bounded on two or more sides by the walls of a building.

Covenant - An agreement, convention, or promise of two or more parties, by deed in writing, signed and delivered, by which either of the parties pledges himself to the other that something is either done, or shall be done, or shall not be done. The term is currently used primarily with respect to promises in conveyance or other instruments relating to real estate.

Cul-de-sac - A local right-of-way with only one outlet that terminates in a vehicular turnaround and having an appropriate terminal for the safe and convenient reversal of traffic turnaround.

Cultivation facility - 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. **(Amended November 4, 2021)**

Day Care - The providing of care and supervision of children or adults as a supplement to regular parental or home care, without transfer of legal custody or placement for adoption, with or without compensation, on a regular basis for a part of a day.

Day Care Center - Any type of group day care programs including nurseries for children of working parents, nursery schools for children under minimum age for education in public schools, parent cooperative nursery schools, playgroups for pre-school children, programs covering after-school care for school children provided such establishment is licensed by the State and conducted in accordance with State requirements.

Day Care, Family - The provision of regular care and supervision of no more than twelve (12) children including the provider's own children who are under the age of

six (6) years for part of a twenty-four (24) hour period as a supplement to regular parental care.

Day Care, Group Family Home - The provision of regular care and supervision of thirteen (13) to twenty (20) children either in the provider's home or in a facility outside the provider's home for part of a twenty-four (24) hour period as a supplement to regular parental care.

Debilitating medical condition – **(Amended November 4, 2021)**

- 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;

Deck - A structure abutting a dwelling with no roof or walls except for visual partitions and railings that is constructed on piers or a foundation above-grade for use as an outdoor living area.

Department - the Department of Health **(Amended November 4, 2021)**

Designated caregiver - a person who: **(Amended November 4, 2021)**

- 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

Developer - The owner of the property being platted or replatted or the person designated by the owner as being responsible for the development of the property. The terms "subdivider" and "developer" are synonymous and used interchangeably, and shall include any person, partnership, firm, association, corporation and/or any officer, agent, employee and trustee thereof who does or participates in the doing of any act toward the subdivision of land within the intent, scope and purview of this Ordinance. The developer shall also be defined as the builder or contractor if they are responsible for the construction of buildings and/or structures or permanent improvements.

Directional Sign - A sign erected for the convenience of the public, such as directing traffic movement, parking or identifying restrooms, public telephones, walkways and other similar features or facilities and bearing no advertising in the message.

Disqualifying felony offense - a violent crime that was classified as a felony in the jurisdiction where the person was convicted. **(Amended November 4, 2021)**

Domesticated Large Animals - Any animal that through long association with man, has been bred to a degree which has resulted in genetic changes affecting the temperament, color, conformation or other attributes of the species to an extent that makes it unique and different from wild individuals of its kind. For the purpose of this ordinance the definition shall include, but is not limited to, animals commonly raised on farms and ranches, such as cattle, horses, hogs, sheep, and mules.

Dormitory - A building or part of a building operated by an institution and containing a room or rooms forming one or more habitable units which are used or intended to be used by residents of the institution for living and sleeping, but not for cooking or eating purposes.

Double Faced Sign - An off-site or on-site sign with two adjacent faces oriented in the same direction and not more than 10-feet apart at the nearest point between the two faces.

Drive-in Restaurant or Refreshment Stand - Any place or premises used for sale, dispensing, or serving of food, refreshments, or beverages in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshments, or beverages on the premises.

Due Diligence - Such a measure of prudence, activity, or assiduity, as is properly to be expected from, and ordinarily exercised by, a reasonable and prudent man under the particular circumstances; not measured by any absolute standard, but depending on the relevant facts of the special case.

Dwelling - A building or portion of a building designed for residential purposes, including one and two family dwellings, but not including hotels, motels or lodging houses.

Dwelling Unit - A room or suite of rooms designed for and occupied by one family and having not more than one kitchen facility.

Dwelling, Efficiency Unit - A dwelling unit having only one room exclusive of bathroom, kitchen, laundry, pantry, foyer, communicating corridor, closets, or any dining alcove. An efficiency unit shall be permitted in a multi-family dwelling.

Dwelling, Multiple Family - A residential building designed for, or occupied by, three (3) or more families, with the number of families in residence not exceeding the number of dwelling units provided.

Dwelling, Single Family - A detached residential dwelling unit other than a manufactured home designed for or occupied by one (1) family only.

Dwelling, Two Family - A building containing two dwelling units designed exclusively for occupancy by two families living independently of each other.

Easement - Authorization by a property owner for the use by another, and for a specified purpose, of any designated part of their property. For the purposes of this Ordinance the term shall primarily be used to describe utility access.

Edible cannabis products - any product that: **(Amended November 4, 2021)**

- 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;

Employee(s) - In regard to off right-of-way parking requirements, all who work in the enterprise, including owners.

Enclosed, locked facility - 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. **(Amended November 4, 2021)**

Exhibition Areas - A building, group of buildings, or place where art, objects, articles, or livestock or agricultural projects are placed on display for the public.

Extraterritorial Zoning Jurisdiction - The area illustrated within the Official Zoning Map of Yankton County as described per Article 1 Section 103 Jurisdiction. **(Amended December 19, 2023)**

Facility - A building, piece of land or any combination thereof owned and operated by the same owner and dedicated to a specific use or uses. The term shall include those operations where indoor and outdoor activities may be conducted in concert and are integral or compliment the operation as a whole. An example may be an automobile dealership with office spaces, a small indoor display area, separate maintenance facility, and an outdoor display area.

Fairground - An agricultural fairground where farm produce is on display for judging and for sale, and livestock shows, horseracing and other sports events are held and on occasion for auctions, flea markets and concession stands.

Family - Any number of individuals living together as a single housekeeping unit, in which not more than five (5) individuals are unrelated by blood, marriage or adoption. This definition shall not include foster families as regulated by the State.

Farm Building - All buildings and structures needed in agricultural operation. **(Amended July 20, 2021)**

Farm Drainage Systems - The term shall include all waterways, ditches, flood control, watershed, and erosion control structures and devices provided each individual system or structure comply with the applicable local, state, and federal regulations.

Farm Occupation - A business activity customarily carried out on a farm by a member of the occupant's family without structural alterations in the building or any of its rooms, without the installation or outside storage of any machinery, equipment or material other than that customary to normal farm operations, without the employment of more than two (2) persons not residing in the home, which does not

cause the generation of additional traffic in the area. Farm occupations include, but are not limited to, seed sales and custom combining support facilities.

Farm Unit - All buildings and structures needed in an agricultural operation, including dwellings for owners, operators, and other family members.

Farm, Hobby - An activity carried out in rural residential areas, which includes the planting, cultivating, harvesting and storage of grains, hay or plants, fruits, or vineyards. The raising and feeding of livestock and poultry shall be considered as part of a hobby farm if the area, in which the livestock or poultry is kept, is one (1) acre or more in area for every one (1) animal unit, and if such livestock does not exceed ten (10) animal units.

Farm, Ranch, Orchard - An area of unplatted land, which is used for growing usual farm products, vegetables, fruits, trees, and grain, and for the raising thereon of the usual farm poultry and farm animals such as horses, cattle, hogs and sheep, and including the necessary accessory uses for raising, treating, and storing products raised on the premises; but excluding an Animal Feeding Operation. The processing and storage of raw agricultural products, such as grain elevators and ethanol plants, shall not be considered a farm, ranch or orchard if such constitutes the main or principal use on the lot or parcel. **(Amended August 19, 2021)**

Farmstead - A place with empirical evidence of a previous farmstead including at a minimum foundations, structures, or a tree belt. For the purposes of this ordinance the Zoning Administrator or Planning Commission shall determine the eligibility of a farmstead as a building site as described within Section 516. **(Amended August 19, 2021)**

Feeder Line - shall mean any power line that carries electrical power from one or more wind turbines or individual transformers associated with individual wind turbines to the point of interconnection with the project distribution system, in the case of interconnection with the high voltage transmission systems the point of interconnection shall be the substation serving the wind energy conversion system. **(Amended September 3, 2024)**

Fence - An artificially constructed barrier of any material or combination of materials erected to enclose, screen, or separate areas.

Financial Institutions - The premises of a bank, trust, finance, mortgage, or investment company.

Fireworks, Sales - A building, structure, or place where fireworks are sold, pursuant to all applicable state statutes.

Fishery - As defined by South Dakota Administrative Rules, Sections 74:51:02:02 and 74:51:02:03 (January 17, 1999). Yankton County as described in Section 74:51:02:68.

- Lakes Marindahl and Yankton (Section 74:51:02:03(4)) are warm water permanent fish life propagation waters;

- State or Beaver Lake and Westside Kid's Pond (Section 74:51:02:03(6)) are warm water marginal fish life propagation waters.
- The Missouri River (Section 74:51:03:05(1,4,7,8,11)) is a domestic water supply, warm water permanent fish life propagation waters, immersion recreation waters, limited contact recreation waters, and commerce and industry waters.
- James River (Section 74:51:03:20(5,8)) is a warm water semi permanent fish life propagation waters and limited contact recreation waters;
- Beaver Creek, Mud Creek (Section 74:51:03:20(6, 8)), Clay Creek, and Turkey Creek (Section 74:51:03:25(6, 8)) are warm water marginal fish life propagation waters and limited contact recreation waters.

Flammable or Combustible Liquids, or Hazardous Material - Flammable material is any material that will readily ignite from common sources of heat, or that will ignite at a temperature of 600⁰ F or less. Flammable liquid is any liquid having a flash point below 100⁰F and having vapor pressure not exceeding forty (40) pounds per square inch (absolute) at 100⁰F. Combustible liquid is any liquid having a flash point at or above 100⁰F. Hazardous material includes any flammable solids, corrosive liquids, radioactive materials, oxidizing materials, highly toxic materials, poisonous gases, reactive materials, unstable materials, hyperbolic materials, pyrophoric materials, and any substance or mixture of substances which is an irritant, a strong sensitizer or which generates pressure through exposure to heat, decomposition or other means.

Flood or Flooding - A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of wetlands, lakes, streams, tributaries, or other water bodies; and/or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Hazard Boundary Map (FHBM) - The official map issued by the Federal Insurance Administration where the areas of special flood hazard have been designated Zone A.

Floodway - The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without an accumulative increase in the water surface.

Food Product Processing Facility - A commercial establishment in which food or food-related products are processed, packaged, or otherwise prepared for human consumption but not consumed on the premises.

Footprint – The land area covered or occupied by a building and a facility as defined herein. The term shall also include any land area dedicated to a use such as outdoor storage or any area utilized for storage, display, or livestock confinement as part of or in support of the building or use.

Game Farm - An area of five (5) acres or more, which is used for producing hatchery, raised game and non-domestic animals for sale to private shooting preserves.

Game Lodge - A building or group of detached, or semi-detached, or attached buildings occupied or used as a temporary abiding place of sportsmen, hunters and fishermen, who are lodged, with or without meals, and in which there are more than two (2) sleeping rooms.

Gaming Device or Gaming Equipment - Any mechanical contrivance or machine used in connection with gaming or any game.

Gaming or Gambling - The dealing, operating, carrying on, conducting, maintaining, or exposing for pay of any game.

Gaming or Gambling Establishment - Any premises wherein or whereon gaming is done.

Garage - An accessory building or portion of a building including a carport which is designed or used for the sheltering of private motor vehicles and the storage of household equipment incidental to the residential occupancy and in which there are no facilities for repairing or servicing of such vehicles for remuneration or commercial use.

Garage, Public - A building or portion thereof used for the housing or care of motor vehicles for the general public or where such vehicles are equipped or repaired for remuneration or kept for hire or sale. This may include premises commonly known as “gasoline stations” or “service stations”.

Gasoline Station - Any area of land, including structures thereon, that is used for the sale of gasoline or other motor vehicle fuel, and oil or other lubrication substances; and which may include facilities used or designed to be used for polishing, greasing, washing, spraying, dry cleaning, or otherwise cleaning such vehicles.

Golf Course - A public or private area operated for the purpose of playing golf, and includes a par 3 golf course, club house and recreational facilities, driving ranges, and miniature golf courses, and similar uses.

Grain Elevator - Grain storage facilities, which are the principal and primary use of the lot. Said facilities are generally equipped with devices for housing and discharging significant quantities of grain. This definition does not include normal farm product storage and warehousing facilities such as grain bins and where such storage is an accessory use to the parcel.

Grandfather - For the purposes of this ordinance the term “grandfather” shall be defined as a lay term used to describe structures, land uses, facilities, operations or similar activities in existence prior to adoption of the zoning ordinance. The term is generally applied to uses not allowed or further regulated within the new ordinance. The act or condition of grandfathered is more fully addressed in the nonconforming Article herein.

Greenhouse, Commercial - A building for the growing of flowers, plants, shrubs, trees, and similar vegetation which are not necessarily transplanted outdoors on the

same lot containing such greenhouse, but are sold directly from such lot at wholesale or retail.

Group Home - See Residential Care Facility.

High voltage transmission line - means a conductor of electric energy and associated facilities. **(Amended September 3, 2024)**

Highway - Every way or place of whatever nature open to the public, as a matter of right, for purposed of vehicular travel, is a highway. The term “highway” shall also include private access easements and roadways.

Home Occupation - A business activity customarily carried on in the home by a member of the occupant's family without structural alterations in the building or any of its rooms, without the installation or outside storage of any machinery, equipment or material other than that customary to normal household operations, without the employment of more than two (2) persons not residing in the home, which does not cause the generation of traffic in excess of that experienced on an average right-of-way of similar design, noise, electrical interference, fumes, odors, etc.

Horticulture - The science or art of cultivating fruits, vegetables, flowers, and plants.

Horticulture Sales - The on-site retail sale of farm produce, floral, fauna, or similar items. The majority of the produce sold shall be seasonal in nature and grown on-site. An exception may be a cooperative venture between numerous producers.

Hospital - An institution devoted primarily to the operation of facilities of the diagnosis, treatment, and cure of disease, illness, injury, or other abnormal physical conditions with provisions for keeping patients overnight.

Hotel - An establishment of transient guests having sleeping rooms without individual cooking facilities for more than six (6) persons for compensation and may or may not provide meals.

Interchange - A grade-separated intersection with one (1) or more direct connections for vehicular travel between the intersecting right-of-ways.

Irrigation Systems - This term shall include all canals, ditches, piping, center pivot, and other methods utilized to irrigate cropland. This term does not include systems designed to land apply waste or water from animal feeding operations as defined herein. All irrigation systems shall comply with local, state, and federal regulations.

Junkyard - A place where non-recyclable waste, having no economic values, or waste, which is recyclable, but has no chance of being recycled is deposited.

Kennel - Any place where more than twenty (20) dogs, cats, or other domesticated animals of breeding age are housed, groomed, bred, boarded, trained, harbored, kept, or sold for commercial purposes.

Lagoon - Any pond, basin, or other impoundment made by excavation or earthen fill for storage or treatment of human sewage or animal waste.

Landing Strip - A strip of ground used or capable of being used for the landing and take-off of aircraft.

Large Wind Energy Conversion System (LWECS) - shall mean an electrical generating facility producing 50 kW or more and comprised of one or more wind turbines and accessory facilities, including but not limited to: power lines, transformers, substations and meteorological towers that operate by converting the kinetic energy of wind into electrical energy. The energy may be used on-site or distributed into the electrical grid. **Accessory facilities do not include facilities utilized for energy storage. (Amended September 3, 2024)**

Loading Area - A completely off right-of-way, space, or berth on the same lot for the loading or unloading of freight carriers, having adequate ingress and egress to a public right-of-way.

Loading Space, Off Right-of-Way - Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off right-of-way loading space is not to be used as off right-of-way parking space in computation of required off right-of-way parking space.

Locker - A meat processing plant and any other facility where meat, poultry or eggs are cooked, cured, smoked, or otherwise processed or packed, provided that all activities are carried out indoors. This term shall not include a delicatessen, stockyard, slaughterhouse, tannery, a poultry killing establishment, an animal food factory, or an animal by-products plant.

Lot - For purposes of this ordinance, a lot is a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area, and to provide such yards and other open spaces as are herein required. Such lot shall have frontage on an improved public right-of-way, or on an approved private right-of-way, and may consist of a single lot of record; a portion of a lot of record; a combination of complete lots of record, of complete lots of record and portions of lots of record, a parcel of land described by metes and bounds; provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this ordinance.

Lot Coverage - The percent of the area of a lot occupied by buildings, or structures, including accessory building or structures.

Lot Depth - The average horizontal distance between the front and rear lot lines.

Lot Frontage - The portion of the lot nearest the right-of-way; for the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to right-of-ways shall be considered frontage, and yards shall be provided as indicated under "Yards" in this ordinance.

Lot Frontage, Pie Shaped - A lot usually abutting a cul-de-sac. For the purpose of determining frontage, said distance shall be measured perpendicularly to the said lot lines at a point thirty (30) feet from the front line.

Lot Line - The legally defined limits of any lot.

Lot, Corner - A lot situated at the intersection of two (2) right-of-ways, the interior angle of such intersection not exceeding one hundred thirty five (135) degrees.

Lot, Double Frontage - A lot having frontage on two (2) non-intersecting right-of-ways, as distinguished from a corner lot.

Lot Line, Exterior - The side lot line, which abuts the right-of-way on a corner lot.

Lot Line, Rear - The lot line or point of intersection of the side lot lines farthest from and opposite the front lot line.

Lot Line, Side - A lot line other than a front or rear lot line.

Lot of Record - A lot which is part of a subdivision recorded in the office of the County Register of Deeds, or a lot or parcel described by metes and bounds, the description of which has been so recorded. For the purposes of this Ordinance, a legally transacted parcel prior to adoption may be considered as a lot of record.

Lot Width - The mean horizontal distance between the side lot lines of a lot measured at right angles to the depth or the same distance measured at the front building line.

Lot, Corner - A corner lot is defined as a lot located at the intersection of two (2) or more right-of-ways. A lot abutting on a curved right-of-way(s) shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than one hundred thirty-five (135) degrees.

Lot, Interior - An interior lot is defined as a lot other than a corner lot with only one frontage on a right-of-way.

Lot, Through - A through lot is defined as a lot other than a corner lot with frontage on more than one right-of-way. Through lots abutting two right-of-ways may be referred to as double frontage lot.

Lot, Reversed Frontage - A reversed frontage lot is defined as a lot on which the frontage is at right angles or approximately right angles, interior angle less than one hundred thirty-five (135) degrees, to the general pattern in the area. A reversed frontage lot may also be a corner or a through lot.

Main Building – A building in which is conducted the primary or predominant use of the lot on which it is located. **(Added June 21, 2022)**

Major Road Plan - The Transportation Plan in the Yankton County Comprehensive Plan.

Major Recreational Equipment - Major recreational equipment is defined as including boats and boat trailers, travel trailers, pick-up campers or coaches, designed to be mounted on automotive vehicles, motorized dwellings, tent trailers, and the like, and case or boxes used for transporting recreational equipment, whether occupied by such equipment or not.

Manufactured Home - A moveable or portable dwelling which is eight (8) feet or more in width and thirty-two (32) feet or more in length, constructed on a chassis, and which is designed to be towed, designed for year-round occupancy, primarily to be used without a permanent foundation, but which may sit on a permanent foundation, and designed to be connected to utilities. It may consist of one or more units, separately transportable, but designed to be joined together into one integral unit. Manufactured homes are built according to the Federal Manufactured Housing Construction and Safety Standards Act of 1974, which became effective June 15, 1976. Manufactured homes are not mobile homes.

The following shall not be included in this definition:

1. Travel trailers, pickup coaches, motor homes, camping trailers, or other recreational vehicles.
2. Manufactured modular housing which is designed to be set on a permanent foundation, and which uses standard sheathing, roofing, siding, and electrical, plumbing, and heating systems.

Manufactured Home Park - A parcel of land under single ownership, which has been planned and improved for the placement of, manufactured homes for non-transient use.

Manufacturing - The use of land, buildings or structures for the purpose of manufacturing, assembly, making, preparing, inspecting, finishing, treating, altering, repairing, warehousing or storing or adapting for sale of any goods, substance, article, thing or service.

Manufacturing Light - The use of land, buildings or structures for the purpose of manufacturing, assembly, making, preparing, inspecting, finishing, treating, altering, repairing, warehousing or storing or adapting for sale of any goods, substance, article, thing or service. Light manufacturing shall have no more than ten employees.

Manure System Definitions: (Amended August 19, 2021)

1. Solid Manure System – Any style of manure not conforming to the definition of “Liquid Manure”. Example systems include floor-raised poultry, deep-bedded housing systems, and dry lots. Vast majority (>90%) of excreted manure will be maintained in form that can be handled with a front-end loader and stacked without seepage under normal operating conditions. Example systems include floor-raised poultry, deep-bedded housing systems, and drylots
2. Liquid Manure System – Vast majority (>90%) of excreted manure will be stored in a form that – with or without agitation/mixing – can be handled with a common centrifugal pump under normal operating conditions. Example_

systems include slatted floor facilities and facilities where manure can be transferred via gravity.

Massage Establishment - Any premises or part thereof where massages are given, offered or solicited in pursuance of a trade or calling, business or occupation provided that the service is rendered by a person duly trained, licensed and registered under the appropriate statute.

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:

(Amended November 4, 2021)

- 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

Meteorological Tower - shall mean, for purposes of this regulation, a tower which is erected primarily to measure wind speed and directions plus other data relevant to siting a Small or Large Wind Energy Conversion System. Meteorological towers do not include towers and equipment used by airports, the South Dakota Department of Transportation, or other applications to monitor weather conditions. **(Amended September 3, 2024)**

Mobile Home - A transportable, factory-built home, designed to be used as a year-round residential dwelling and built prior to the enactment of the Federal Manufactured Housing Construction and Safety Standards Act of 1974, which became effective June 15, 1976.

Modular Home - A structure or building module that is manufactured at a location other than the site upon which it is installed and used as a residence; transportable in one or more sections on a temporary chassis or other conveyance device; and to be used as a permanent dwelling when installed and placed upon a permanent foundation system. This term includes the plumbing, heating, air conditioning, and electrical systems contained within the structure.

Motel - A group of attached or detached buildings on the same lot containing sleeping quarters for rental to transients.

Motor Vehicle Track or Play Area - An area of land utilized for the racing or recreational riding of motor vehicles with or without a defined area or track. The term may include a racetrack with spectators and an established racing affiliation or a day use area utilized by a club, group, or independent individuals. A motor vehicle may

include cars, trucks, motorcycles, all-terrain vehicles or similar items. **(Amended May 19, 2020)**

Museum - A building or buildings used, or to be used, for the preservation of a collection of paintings and/or other works of art, and/or of objects of natural history, and/or of mechanical, scientific and/or philosophical inventions, instruments, models and/or designs and dedicated or to be dedicated to the recreation of the public, together with any libraries, reading rooms, laboratories and/or other offices and premises used or to be used in connection therewith.

Navigable Waters - A body of water presently being used or is suitable for use for transportation and commerce, or if it has been so used or was suitable for such use in the past, or if it could be made suitable for such use in the future by reasonable improvements.

Non-Participating – A property that is not a participating property.
(Amended September 3, 2024)

Nonconforming Lot - A lot of record existing on the date of passage of this ordinance which does not have the minimum width or contain the minimum area for the zone in which it is located.

Nonconforming Structure - A lawful structure which exists on the date of passage of this ordinance that could not be built under the terms of this ordinance by reason of restrictions on area, lot coverage, height, yard setbacks, or other characteristics of the structure.

Nonconforming Use - A land use or building or structure or portion thereof lawfully existing at the effective date of this ordinance or at the time of any amendment thereto, which does not conform to the regulations of the zone in which it is located.

Nonresident cardholder - a person who: **(Amended November 4, 2021)**

- 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

Noxious - When used with reference to any use or activity in respect of any land, building or structure or a use or activity which, from its nature or from the manner of

carrying on same, creates or is liable to create, by reason or destructive gas or fumes, dust, objectionable odor, noise or vibration or unsightly storage of goods, wares, merchandise, salvage, machinery parts, junk, waste or other material, a condition which may become hazardous or injurious as regards to health or safety or which prejudices the character of the surrounding area or interferes with or may interfere with the normal enjoyment of any use of activity in respect of any land, building or structure.

Nuisance - Any condition existing that is or may become injurious or dangerous to health or that prevents or hinders or may prevent or hinder in any manner the suppression of a disease.

Nursery, Swine - A facility confining a specific number of small and/or young swine averaging ten (10) to fifty five (55) pounds in size. **(Amended August 19, 2021)**

Nursing Home, Rest Home, Convalescent Home - A place which undertakes through its ownership or management to provide maintenance, personal, or nursing care for three or more persons who by reason of illness, physical deformity, or old age are unable to care for themselves.

Obstruction - Any structure or vegetation that blocks the complete vision of people.

Off-Site Sign - A sign/billboard that advertises goods or services not available at the location of the billboard or advertising sign.

Office - A building or part thereof, designed, intended or used for the practice of a profession, the carrying on of a business, the conduct of public administration, or, where not conducted on the site thereof, the administration of an industry, but shall not include a retail commercial use, any industrial use, clinic, financial institution or place of amusement or place of assembly.

On-Site Sign - A sign identifying an establishment's activities, products or services conducted or available on the property upon which it is located and signs advertising the sale or lease of the property upon which they are located.

Open Sales Area - Any open land or area used or occupied for the purpose of displaying for sale new or secondhand merchandise, including but not limited to, passenger cars or trucks, farm machinery, construction machinery, motor scooters or motorcycles, boats, trailers, aircraft, and monuments.

Outdoor Storage Area - Any open land or area used for the purpose of storage of any product or part of a product either before, during, or after manufacturing, servicing, or repairing and not displayed for retail sale. This does not include open sales areas.

Owner - The record owners of the fee or a vendee in possession, including any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided.

Ownership Line - A line defining ownership of property under one owner of record.

Parcel - A legally defined piece of property including a platted lot, legally described portion, or similarly described piece of property primarily used as an identifier within taxation.

Park - An area consisting largely of open space, which may include a recreational area, playground, or similar use but shall not include a mobile home park, a campground or trailer park.

Parking Space - An off right-of-way space available for parking of a motor vehicle and which is held to be an area for dimension of which are ten (10) feet by twenty (20) feet or which covers two hundred (200) square feet, exclusive of passageways and driveways appurtenant thereto and giving access thereto. Off right-of-way parking shall be on or adjacent to the property on which the principal use is located.

Parking Space, Off Right-of-Way - For the purposes of this ordinance, an off right-of-way parking space shall consist of a space adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a right-of-way and maneuvering room. Required off right-of-way parking areas for three (3) or more automobiles shall have individual spaces marked, and shall be so designed, maintained, and regulated that no parking or maneuvering incidental to parking shall be on any right-of-way, and so that any automobile may be parked and un-parked without moving another. For purposes of rough computation, an off right-of-way parking space and necessary access and maneuvering may be estimated at three hundred (300) square feet, but off right-of-way parking requirements will be considered to be met only when actual spaces meeting the requirements above are provided and maintained, improved in a manner appropriate to the circumstances of the case, and in accordance with all ordinances and regulations of the County.

Participating – A property that is a host property to a project or a property that is subject of an agreement that provides for the payment of monetary compensation to the landowner regardless of whether any part of the project is constructed on the property and specifies in writing any waiver of a requirement or right under this ordinance and the landowner's acceptance of payment establishes the landowner's property as a participating property. **(Amended September 3, 2024)**

Pawnshop - An establishment where money is loaned on the security of personal property pledged in the keeping of the pawnbroker.

Performance Standards –

Criterion established for the purposes of:

1. Assigning proposed land uses to proper districts; and
2. Controlling noise, odor, glare, smoke, toxic matter, aesthetics, vibration, fire/explosive hazards generated by, or inherent in, uses of land or buildings.

Permitted Use - A use by right, which is specifically authorized in a particular zoning district.

Permitted Special Use - A use allowed in a zoning district subject to the applicable restrictions of that zoning district and additionally subject to certain restrictions for that specific use. **(Amended August 19, 2021)**

Person - Any individual or group of individuals, or any corporation, general or limited partnership, joint venture, unincorporated association, or governmental or quasi-governmental entity.

Places of Assembly - Places where people gather or congregate for amusement, worship, learning, etc. This includes schools, churches, theaters, playgrounds, etc.

Place of worship - 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. **(Amended November 4, 2021)**

Plat - a map, or representation on paper, of a piece of land subdivided into lots, parcels, tracts or blocks, including roads, commons, and public grounds, if any, all drawn to scale and complete with all irrevocable offers of dedication.

Planning Commission - The Planning Commission of Yankton County. The term Planning Commission shall be synonymous with Planning and Zoning Commission and Commission, but shall not include Board of Adjustment or Zoning Board.

Planning Official: The Planning (Zoning) Administrator and his/her designee charged with the administration and enforcement of the Yankton County Zoning Ordinance.

Plaza - A public square or similar open area.

Portable Processing Plant - Any equipment for the crushing, screening or washing of sand and gravel aggregate materials, but not including a concrete batching plant or an asphalt plant, which equipment is capable of being readily drawn or readily propelled by a motor vehicle and which equipment is not considered permanently affixed to the site.

Practitioner - 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. **(Amended November 4, 2021)**

Principal Use - The main use of land or structures as distinguished from a secondary or accessory use.

Private Recreation Area - Any open space or recreational area, other than a public park, owned and operated or maintained in whole or in part for profit by a private individual(s), club or fraternal organization for members only, and may include therein one or more of the following activities: swimming, boat facilities, picnic area, tennis courts, outdoor skating rinks, athletic fields, walking, riding and cross-country

skiing, snowmobiling, but does not include the racing of animals, motor vehicles, motorcycles or snowmobiles.

Private Shooting Preserves - An acreage of at least one hundred and sixty (160) acres and not exceeding one thousand two hundred and eighty (1,280) acres either privately owned or leased on which hatchery raised game and/or larger game is released for the purpose of hunting, for a fee, over an extended season.

Property Line - The division between two parcels of land, or between a parcel of land and the right-of-way.

Public - Promotion of a public cause or service, including utilities having a franchise from Yankton County or other governmental entity, but excluding other for-profit organizations.

Public Building - Any building which is owned, leased, primarily used, and/or primarily occupied by a school district or municipal, county, state, or federal government, or any subdivision or agency of the school district, municipal, county, state, or federal government.

Publicly Traded Company - For purposes of this Ordinance a “publicly traded company” means a company, the shares or other interests in which are regularly traded on the New York Stock Exchange, the American Stock Exchange, NASDAQ or similar recognized security market.

Qualifying patient - a person who has been diagnosed by a practitioner as having a debilitation medical condition. **(Amended November 4, 2021)**

Quarry - A place where consolidated rock has been or is being removed by means of an open excavation to supply material for construction, industrial, or manufacturing purposes, but does not include a wayside quarry or open pit metal mine.

Ranch Building - See Farm Building.

Ranch Occupation - See Farm Occupation.

Ranch Unit - See Farm Unit.

Recreational Equipment - The term recreational equipment shall include boats and boat trailers, jet skis, snowmobiles, travel trailers, pick-up campers or coaches, designed to be mounted on automotive vehicles, motorized dwellings, tent trailers, and the like, and case or boxes used for transporting recreational equipment, whether occupied by such equipment or not.

Recycling Center - A building in which used material is separated and processed prior to shipment to others who will use those materials to manufacture new products.

Registry identification card - 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. **(Amended November 4, 2021)**

Remote Fuel Depots - A structure, usually unmanned, that is used for the sale of gasoline, diesel, or other motor vehicle fuel.

Rent-All Shop - A building or part of a building where residential and commercial equipment is kept for rental to the general public and includes such things as lawn and garden tools, floor cleaning equipment, masonry tools, painting and decorating equipment, moving tools, plumbing tools and power tools.

Repair Shop, Auto Body - A general industrial establishment for the repair of damage to a motor vehicle caused by collision, accident, corrosion or age, and, without limiting the generality of the foregoing, includes the reconstruction of motor vehicles, the painting or repainting of motor vehicles and the rebuilding or conversion of automotive engines or engine parts, but does not include a motor vehicle repair shop, an impounding yard, an automobile service station or a gas station.

Repair Shop, Motor Vehicle - A service commercial or general industrial establishment for the repair or replacement of parts in a motor vehicle and without limiting the generality of the foregoing, shocks, transmissions, gears, brakes, clutch assemblies, steering assemblies, radiators, heating or cooling systems, ignition systems, mechanical or electrical parts or systems, the installation of undercoating, engine tuning, lubrication and engine conversion or replacement, but does not include an auto body repair shop, an impounding yard, an automobile service station or a gas station.

Residential Care Facility - A family home, group care facility, or similar facility for twenty-four (24) hour non-medical care of persons in need of personal services, supervision or assistance for sustaining the activities of daily living or for the protection of the individual.

Restaurant - A business establishment consisting of a kitchen and dining room, whose primary purpose is to prepare and serve food to be eaten by customers seated in the dining room.

Restaurant, Drive-In - A business establishment consisting of a kitchen, with or without a dining room, where food is prepared and packaged to eat either off the premises or within automobiles parked on the premises.

Restaurant, In-House - A private business establishment consisting of a kitchen, with or without a dining room, whose primary purpose is to prepare and serve food to be eaten by employees of the principal employer. For the purposes of this ordinance, the term “cafeteria” shall be synonymous with “Restaurant, In-House.”

Rest Home - See Nursing Homes.

Retail Sales - A building where goods, wares, merchandise, substances, articles, or items are offered or kept for sale at retail, including storage of limited quantities of such goods, wares, merchandise, substances, articles, or items sufficient only to service such store.

Retail Store - A building where goods, wares, merchandise, substances, articles or items are offered or kept for sale at retail, including storage of limited quantities of such goods, wares, merchandise, substances, articles or items sufficient only to service such store.

Retaining Wall - A structure constructed to hold back or support an earthen bank.

Riding Stable - Any place that has more than fifteen (15) stalls or horse spaces to board, train, or provide recreational equine activities.

Right-of-Way; ROW - An area of land that is legally described in a registered deed for the provision of public access within which there is usually a road or street. The term right-of-way shall include any defined access route or point including but not limited to public and private accesses, road easements, streets, roads, and drives other than a private drive serving a single owner.

Right-of-Way Line - A dividing line between a lot, tract, or parcel of land and the public right-of-way.

Roadside Stand - A structure having a ground area of not more than three hundred (300) square feet, not permanently fixed to the ground, readily removable in its entirety, not fully enclosed and to be used solely for the sale of farm products produced on the premises, bait, and other approved products.

Rodeo Grounds - A building or place where rodeo events such as roping and riding are done for practice or competition.

Rotor Diameter - shall mean the diameter of the circle described by the moving rotor blades. **(Amended September 3, 2024)**

Row of Trees - Ten (10) or more trees planted in a line, separated by a distance of forty (40) feet or less.

Running Gear - The parts which allow a manufactured home to be mobile including the tires, wheels, axles, running lights, and hitch. This definition shall include all mobility items exclusive of the parts of the chassis that make up the structural integrity of the manufactured home.

Salvage Yard - The use of more than seven hundred fifty (750) square feet of open storage on any lot, portion of lot, or tract of land for the sale, storage, keeping, or for the abandonment, dismantling, or wrecking of automobiles or other vehicles, machines, or parts thereof.

Satellite Dish/Receiver - A device incorporating a reflective surface that is solid, open mesh, or bar configured and is the shape of a shallow dish or cone designed and used for the reception of television signals related back to earth from a terrestrially and/or orbital based communications satellite.

School, Boarding - A school under the sponsorship of a private agency, corporation, or religious entity, having a curriculum generally equivalent to public elementary or

secondary schools, accredited by the State of South Dakota and provides room and board for its students; but excluding private trade or commercial schools. “Day Care Centers” as herein defined, shall not be considered schools as applicable to this definition.

School, Denominational or Private - A school under the sponsorship of a private agency, corporation, or religious entity, having a curriculum generally equivalent to public elementary or secondary schools and accredited by the State of South Dakota; but excluding private trade or commercial schools. “Day Care Centers” as herein defined, shall not be considered schools as applicable to this definition.

School, Public - A school under the sponsorship of a public agency providing elementary or secondary curriculum, and accredited by the State of South Dakota; but excluding private trade or commercial schools.

School, Trade or Commercial - An establishment other than an accredited or licensed public, private or denominational school, offering training or instruction in art, occupation or trade.

Screening - A continuous fence, wall, compact evergreen hedge or combination thereof, supplemented with landscape planting, which would effectively screen the property which it encloses, and is broken only by access drives and walks.

Secondhand Shop - The use of land or building or structure or part thereof where used goods, wares, merchandise, substances, or articles are offered or kept for sale but shall not include a pawnshop.

Security Dwelling Unit - A building or portion thereof designed for occupancy by a security employee.

Self-Storage Warehouse - A building containing separate, individual self-storage units divided from the floor to the ceiling by a wall with an independent entrance from the exterior of the building, designed to be rented or leased on a short-term basis to the general public for private storage of personal goods, materials and equipment.

Semi-Portable Agricultural Structures - Anything that requires placement on the ground for agriculture related purposes. Semi-portable agricultural structures include, but are not limited to, feed bunks, calving, lambing, or farrowing sheds, and temporary grain storage facilities.

Services - Establishments, primarily engaged in providing services for individuals, business and government establishments and other organizations, including hotels and other lodging places, establishments providing personal business, repair, and amusement services, health, legal, engineering, and other professional services, educational institutions, membership organizations, and other miscellaneous services.

Service Establishment - Establishments primarily engaged in providing services for individuals, business and government establishments and other organizations, including hotels and other lodging places, establishments providing personal business, repair, and amusement services, health, legal, engineering, and other professional

services, educational institutions, membership organizations and other miscellaneous services.

Setback - The minimum horizontal distance from a lot line, to a wall of the building, exclusive of permitted projections. The setback shall be measured at right angles to such lot lines.

Shared Wall Structure – A structure that contains two (2) or more units that share common walls (known as party walls). Shared wall structures include: dwellings two family, dwellings multiple families, residential and commercial buildings. **(Amended October 18, 2022)**

Shelterbelt - Five or more rows of trees and/or shrubs that reduce erosion and protects against the effects of wind and storms.

Shelterbelt Restoration - The removal and replacement of two or more rows of trees or of trees totaling one-half acre or more, whichever is greater, in an existing shelterbelt.

Side Wall - The measurement from the highest point of the finished floor at grade to the height of the highest point of wall framing.

Sight Triangle - See “Traffic Visibility Triangle”.

Signs/Billboards - Any sign defined in this ordinance which displays or conveys any identification, description, illustration, or device illuminated or non-illuminated, which directs attention to a product, service, business activity, institution, business or solicitation, including any permanently installed or situated merchandise, or any emblem, painting, banner, pennant or placard designed to advertise, identify or convey information, with the exception of window displays.

Sign Structure - The sign face and support members that are permanently affixed to the ground or attached to a structure.

Sign - Any device designed to inform or attract the attention of persons not on the premises on which the sign is located, provided, however, that the following shall not be included in the application of the regulations herein:

1. Signs not exceeding one (1) square foot in area and bearing only property numbers, post office box numbers, names of occupants of premises, or other identification or premises not having commercial connotations;
2. Flags and insignias of any government, except when displayed in connection with commercial promotion;
3. Legal notices, identification, informational, or directional signs erected or required by governmental bodies;
4. Integral decorative or architectural feature of buildings, except letters, trademarks, moving parts, or moving lights; and
5. Signs directing and guiding traffic and parking on private property, but bearing no advertising matter.

Sign, Banner - A temporary sign, which has a maximum area of twelve (12) square feet, composed of lightweight material either enclosed or not in a rigid frame, secured or mounted so as to allow movement of the sign caused by movement of the atmosphere (i.e., pennants, twirling signs, balloon, or other gas-filled figures, ribbons, or other similar moving devices) and intended to be displayed for a limited period of time.

Sign, Bulletin Board - An exterior sign, which has a maximum area of thirty-five (35) square feet, used by public, charitable, and religious institutions for the purpose of informing the public about activities of their organization.

Sign, Directional Off-Site - An exterior sign that is generally informational, that has a purpose secondary to the use of the primary use on a property that is not adjacent to the property on which the directional off-site sign exists. Said sign shall include only those signs placed by a political subdivision and shall include those signs standardized by the South Dakota Department of Transportation.

Sign, Directional On-Site - An exterior sign that is generally informational, that has a purpose secondary to the use of the property on which it is located, such as “no parking,” “entrance,” and “loading only.” Said sign shall conform to standards adopted or approved by the regulating public agency.

Sign, Easement and Utility - An exterior sign, which has a maximum area of five (5) square feet, used to identify the location of easements, property lines, utilities, hazards, or otherwise providing notice of restrictions on public access.

Sign, Exterior On-site - An exterior sign relating in subject to the premises upon which it is located, or to products, accommodations, services, or activities on the premises. Exterior on-site signs do not include signs erected by outdoor advertising industry in the conduct of the outdoor advertising business, such as billboards, which are off-site signs.

Sign Facing - That portion of a sign structure upon which advertising is affixed or painted and visible in one direction at one time.

Sign, Flag - Any fabric or bunting containing distinctive colors, patterns, or symbols, which has a maximum area of twenty (20) square feet and is used as a symbol of government, political subdivision, or other entity.

Sign, Ground and Monument - An exterior sign permanently attached to the ground to identify churches, schools, institutional, and public uses. Said sign may also identify a specific neighborhood by displaying the name of the tract. Ground and monument signs:

1. Are generally constructed of concrete or other masonry material;
2. Shall not exceed twenty (20) feet in height above the mean right-of-way centerline or grade;
3. Shall meet a minimum of one-half (½) of the yard requirements for the district in which it is located; and
4. Shall not exceed one hundred (100) square feet on one (1) side or two hundred (200) square feet on all sides of any one (1) premise.

Sign, Mounted Wall - A sign, which has a maximum area of one hundred (100) square feet, that is attached to or erected against a wall of a building and shall project no more than twelve (12) inches from the wall of the building. Said sign is intended to be read from directly in front of the face of the building.

Sign, Name and Address Plate - A sign, which has a maximum area of two (2) square feet, that is affixed to the side of a building informing the public as to the residents, occupation, and/or address of the building.

Sign, Off-Site - A sign other than an on-site sign. Off-site signs are conventionally known as billboards regardless of size.

Sign, Portable - Any sign, which has a maximum area of twenty (20) square feet, not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A or T-frames; menu and sandwich board signs. Signs attached to or painted on vehicles parked and visible from the public right-of-way shall not be included in this definition and shall be prohibited unless said vehicle is used in normal day-to-day operations of the business. Said sign is intended to be displayed for a limited period of time.

Sign, Projecting - Any sign, which has a maximum area of one hundred (100) square feet, that is affixed to a building or wall in such a manner that its face is perpendicular to the face of the building and the sign extends more than twelve (12) inches beyond the surface of such building or wall.

Sign, Real Estate - An exterior sign for the purpose of advertising the sale, rental, lease of real property. Said sign is located on the premises for sale, rental, or lease and shall be of a temporary nature and shall have a maximum area of four (4) square feet except in the Commercial, Highway Commercial, or Industrial Districts where the maximum area shall be thirty-two (32) square feet.

Sign, Roof - Any sign, which has maximum area of three hundred (300) square feet that is erected upon, against, or directly above a roof or on top of the parapet of a building.

Small Wind Energy Conversion System - shall mean a wind energy conversion system consisting of a Horizontal-Axis Wind Turbine (HAWT), a Vertical-Axis Wind Turbine (VAWT), which may include a tower, and associated control or conversion electronics, which has a rated capacity of less than 50 kWh and which is primarily intended to reduce on-site consumption of utility power. **(Amended September 3, 2024)**

Solar Energy – Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector. **(Amended December 19, 2023)**

Solar Energy Conversion System – Solar energy conversion systems are any combination of solar panels on a parcel of property **(Amended December 19, 2023)**

Start of construction – includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or are not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
(Amended August 19, 2021)

Street - A right-of-way established by a recorded plat to provide the primary means of access to abutting property. The term shall also include the term “road” or other similar means of conveyance or access.

Street Line - The right-of-way line of a street.

Street, Arterial - A public street or highway intended to be used primarily for fast or heavy through traffic.

Structure - Anything constructed or erected which requires location on the ground, or attached to something having a fixed location on the ground. Among other things, structures include, but are not limited to, buildings and manufactured homes. This definition does not include semi-portable agricultural structures.

Structural Alterations - Any change in the supporting members of a structure such as bearing walls, columns, beams or girders, foundations and poles. See Building, Alterations of.

Substations - shall mean any electrical facility to convert electricity to a voltage greater than 35,000 KV for interconnection with high voltage transmission lines.
(Amended September 3, 2024)

Swine Production Unit - An operation confining a specific number of female breeding age swine for the purpose of farrowing. The operation shall farrow no more than an average of one-third (1/3) of the total herd at any one time and the total herd shall not farrow more than an average of two and one-half (2 ½) times within a twelve month period. All farrowed swine shall be relocated to an off-site nursery facility, as defined by this ordinance, at approximately ten (10) pounds or said swine shall be calculated as part of the total animal units.

Tank Farm - A facility having two or more storage containers for the transfer of inorganic liquids or gases and from which wholesale sales of fuel to the public is or may be conducted.

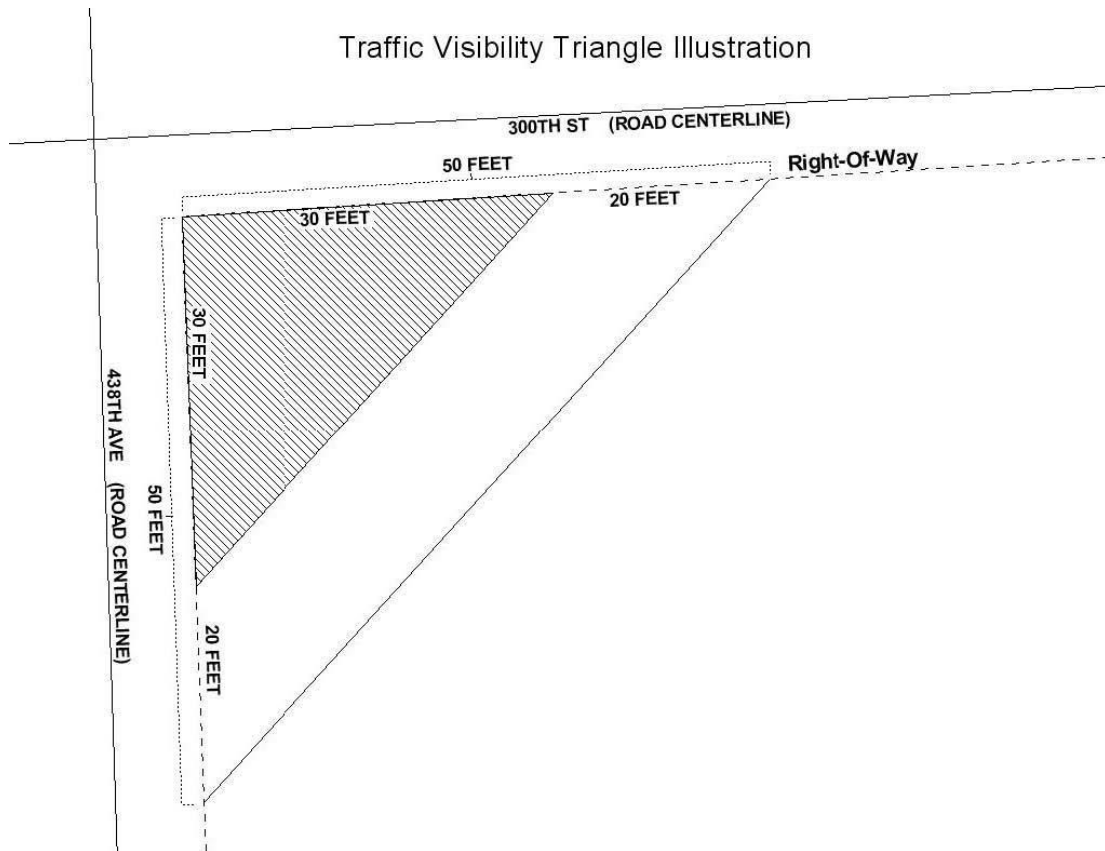
Temporary Construction Facilities - Parcels of land or structures where construction or mining support facilities are constructed or placed at or near a job site to provide materials and support mechanisms for construction or mining projects. The term shall include but is not limited to portable offices, signage, trailers, stationary and mobile equipment, and scales. Common uses include portable concrete, processing, or asphalt plants, job site trailers, and areas for equipment parking, material storage or stockpiling. The term temporary shall be flexible yet is generally tied to a related construction project with defined start-up and completion times.

Temporary Signs - Signs and sign structures that are temporary in nature used in conjunction with a specific event, that are placed or erected in such a manner to be easily removed from the property and are not permanently affixed. All political signs shall be considered temporary signs. Temporary signs shall not exceed 32 square feet in size.

Thrift Shop - A shop operated by a charitable organization, which sells, donated used merchandise only. All such merchandise shall be displayed and/or stored in an enclosed building.

Tower - A structure situated on a nonresidential site that is intended for transmitting or receiving television, radio, or telephone communications, excluding those used exclusively for governmental dispatch communications.

Traffic Visibility Triangle - The triangular space formed by the right-of-way lines of a corner lot and driveways with a line drawn from a point in one right-of-way line to a point in the other right-of-way line, each such point being thirty (30) feet from the point of intersection of the right-of-way lines (measured along the right-of-ways lines). Where the two (2) right-of-way lines do not intersect at a point, the point of intersection of the right-of-way lines shall be deemed to be the intersection of the projection of the right-of-way lines or the intersection of the tangents to the right-of-way lines. In the case of arterial highways intersecting with other arterial highways or railways, the distances establishing the sight triangle shall be increased to fifty (50) feet.



Trailer Park - This definition shall include the following existing trailer courts or parks:

1. Country Acres, legally described as LT C exc LTS H2 & all LT D lane's S/D;
2. Country Liven', legally described as Lot A NE4 SW4 10-93-55;
3. Country View, legally described as LT A & S2 LT B & W30' N2 NE4 NE4 16-93-55;
4. Sunrise, legally described as Parcel C LT 2 NE4 less LTS H1 & H2 16-93-55;
5. Hansen's Court, legally described as LT D N2 NE4 NE4 less Lot H1 16-93-55;
6. Lakeside Court, legally described as Lakeside SE4 SE4 (10.66 A) 16-93-56;
7. Crosley Court, legally described as Lot 4 truck/trailer S/D 15-93-55;
8. Blue Shak Rentals, legally described as Vera Van Epps Add'n exc Lot H1 & H2 SW4 NW4 (2.47 a) 3-93-55;
9. Marquardts Trail Acres, legally described as Lots 2-4 trail acres Lot G of Gov LT 1 1- 93-55;
10. Lakeview, legally described as LTS F1 & F2 Fitzgerald Park & E6' W150' orig. Fitzgerald Park 17-93-56;

11. Black Walnut, legally described as N2 N2 NE4 exc Parcels 17-93-56;
12. Shreve's, legally described as Parcel A LT 5 NW4 SE4 3-93-55;
13. Eastwinds, legally described as Blk 1 Edna's Add'n & Par A W2 SW4 SE4 10-93-55;
14. Country Manor Estates, legally described as LT 2, ex W170' & NW4 NW4 exc E417.4' & S417.4' W482.2' S220' N578.7' & Parcel C exc W170' NW4 NW4 16-93-55; and
15. Larson's Landing, legally described as E2 LT 2 Shore Acres 27-93-56.

Transmission Line - shall mean the electrical power lines that carry voltages of at least 69,000 volts (69 KV) and are primarily used to carry electric energy over medium to long distances rather than directly interconnecting and supplying electric energy to retail customers. **(Amended September 3, 2024)**

Travel Trailer - A moveable vehicle with wheels designed or used as living and sleeping quarters or for recreation or business purposes, and such vehicles that have not had the wheels removed. Including campers, recreation vehicles, and trailer coaches.

Truck or Equipment Terminal - A building, structure or place where six (6) or more commercially licensed trucks are rented, leased, kept for hire, stored, or parked for compensation, or from which trucks or transports, stored or parked on the property, are dispatched for hire as common carriers, and which may include warehouse space.

Use - Use shall mean the purpose for which a lot or a building or structure, or any portion thereof, is designed, arranged, intended, occupies, or maintained, and "used" shall have a corresponding meaning.

Utility - shall mean any entity engaged in this state in the generation, transmission or distribution of electric energy including, but not limited to, a private investor owned utility, cooperatively owned utility, and a public or municipality utility. **(Amended September 3, 2024)**

Utility Facilities - Any above-ground structures or facilities, other than buildings, unless such buildings are used as storage incidental to the operation of such structures or facilities, owned by a governmental entity, a nonprofit organization, a corporation, a private citizen, or any entity defined as a public utility for any purpose and used in connection with the production or generation., transmission, delivery, collection, or storage of water, sewage, electricity, gas, oil, or electronic signals. **(Amended August 19, 2021)**

Variance - A variance is a relaxation of the terms of the zoning ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. As used in this ordinance, a variance is authorized only for area and size of structure or

size of yards and open spaces; establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or uses in an adjoining district or because of conditions created by the landowner.

Veterinary Clinic - A building or part of a building used for the care, diagnosis, and treatment of sick, ailing, infirm, or injured animals, and those who are in need of medical or surgical attention. Such clinics may or may not provide long-term lodging for ill or unwanted animals, or lodging for healthy animals on a fee basis. No outside runs, pens, or facilities shall be permitted.

Veterinary Service - Shall be defined as a veterinary clinic except that outside pens and runs are allowed.

Video Rental Shop - The use of land, building or structure for the purpose of renting video cassette recorders and/or video disc players and/or the rental of video tapes and/or discs.

Vision Clearance - An unoccupied triangular space at the intersection of right-of-ways with other right-of-ways or at the intersection of right-of-ways with railroads. See Traffic Visibility Triangle.

Warehouse - A building or part of a building used for the storage and distribution of goods, wares, merchandise, substances, or articles and may include facilities for a wholesale or retail commercial outlet, but shall not include facilities for a truck or transport terminal or yard.

WECS Total Height - shall mean the highest point, above ground level, reached by a rotor tip or any other part of the Small or Large Wind Energy Conversion System. **(Amended September 3, 2024)**

WECS Tower - shall mean the vertical structures that support the electrical, rotor blades, or meteorological equipment of the Small or Large Wind Energy Conversion System. **(Amended September 3, 2024)**

Wholesale - The sale of commodities to retailers or jobbers and shall include the sale of commodities for the purpose of carrying on any trade or business even if the said trade of business is the consumer or end user of the commodity.

Wind Turbines - shall mean any piece of electrical generating equipment that converts the kinetic energy of blowing wind into electrical energy using airfoils or similar devices to capture the wind. **(Amended September 3, 2024)**

Windbreak - Any non-opaque manmade structure constructed of any material and erected adjacent to an animal feeding, calving, or other such lot of which its principal use is that of protecting livestock from the effects of the wind.

Written certification - 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. **(Amended November 4, 2021)**

Yard - An open space at grade, other than a court or plaza, between a structure and the adjacent lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward.

Yard, Front - An open, unoccupied space on a lot facing a right-of-way and extending across the front of the lot between the side lot lines; measured from the road right-of-way to the structure.

Yard, Rear - An open, unoccupied space extending across the rear of a lot from one side lot line to the other side lot line.

Yard, Side - An open, unoccupied space on the same lot with a building situated between the building and sideline of the lot and extending through from the front yard to the required rear yard. Any lot line not the rear line or a front line shall be deemed a sideline.

Zero Lot-Line – A common lot line on which a wall of a structure may be constructed. **(Amended October 18, 2022)**

Zero Lot-Line Structure – A multi-family dwelling located on a single lot line that is (a) constructed as one (1) unit, (b) but is intended to be sold as separate sites and (c) otherwise meets all requirements of the zone in which it is located. **(Amended October 18, 2022)**

Zone - An area within which, in accordance with the provisions of this Ordinance, certain uses of lands, buildings, and structures are permitted and certain others are prohibited, where yards and other open spaces are required, where lot areas, building height limits, and other requirements are established, all of the foregoing being identical for the zone and district in which they apply.

Zoning Administrator - An official of the County appointed by the Chairman and confirmed by the County Commission, charged with the responsibility of administering this ordinance.

ARTICLE 5

AGRICULTURAL DISTRICT (AG)

Section 501 Intent

The intent of Agricultural Districts (AG) is to protect agricultural lands and lands consisting of natural growth from incompatible land uses in order to preserve land best suited to agricultural uses and land in which the natural environment should be continued and to limit residential, commercial, and industrial development to those areas where they are best suited for reasons of practicality and service delivery.

Section 503 Permitted Principal Uses and Structures

The following principal uses and structures shall be permitted in an Agricultural District (AG): **(Amended August 19, 2021)**

1. Agriculture;
2. Cemeteries;
3. Day cares, family;
4. Farms, ranches or orchards as defined herein;
5. Farm buildings;
6. Historic sites;
7. Horticulture;
8. Utility facilities;
9. Veterinary services.
10. Cannabis Cultivation Facility
11. Cannabis Dispensary
12. Cannabis Product Manufacturing Facility
13. Cannabis Testing Facility and
14. Solar Energy Conversion Systems (SECS) under 50 kilowatts alternating current (AC). **(Amended December 19, 2023)**

Section 505 Permitted Accessory Uses and Structures

The following accessory uses and structures shall be permitted in an Agricultural District (AG): **(Amended June 21, 2022)**

1. Accessory structures;
2. Customary water irrigation systems, other than manure irrigation equipment;
3. Farm drainage systems;
4. Home and farm occupations;
5. Roadside stands;
6. Shelterbelts;
7. Signs, banner;
8. Signs, directional on-site;
9. Signs, directional off-site;
10. Signs, easement and utility;
11. Signs, exterior off-site, pursuant to Article 14;
12. Signs, flag;
13. Signs, name and address plate;
14. Signs, on-site;
15. Signs, real estate;
16. Stock dams; and

Section 506 Permitted Special Uses (Amended August 19, 2021)

1. Dwellings, single family including modular homes pursuant to Section 516
2. Dwellings, two-family pursuant to Section 516
3. Dwellings, additional farm dwelling, in excess of one (1) pursuant to Section 516 and 1509;
4. Manufactured Homes, pursuant to Section 516 and 1509;
5. Animal Feeding Operations (AFOs) Class B pursuant to Section 519 (2) and Section 519 (3);
6. Concentrated Animal Feeding Operation, Existing are allowed a one-time expansion of 25 % over current operation size if the operation exists on an occupied farmstead of continuous property to the farmstead not to exceed 999 animal units. . The species of animals pertaining to the expansion must be that of the existing operation. Performance standards of Section 519 are applicable to the expansion with exception to the setbacks found in the *Facility Setback*

Chart in Section 519(2). All DANR requirements must be met.

7. Agribusinesses are allowed on lots no smaller than five (5) acres. A deed restriction prohibiting any type of residential dwelling shall be required for agribusiness use only.

Section 507 Conditional Uses (Amended August 19, 2021)

After the provisions of this Ordinance relating to conditional uses have been fulfilled, the Board of Adjustment may permit as conditional uses in an Agricultural District (AG):

1. Agricultural, fertilizer, and chemical sales and applications;
2. Agricultural product processing facilities;
3. Aquaculture;
4. Auction yards and barns;
5. Bars;
6. Bed and breakfast operations;
7. Buying stations;
8. Churches;
9. Concentrated Animal Feeding Operations and Concentrated Animal Feeding Operation expansion over 25% of current operation size.
10. Construction services;
11. Day cares, group family home;
12. Exhibition areas;
13. Fairgrounds;
14. Fireworks sales;
15. Game farms;
16. Game lodges;
17. Golf courses;
18. Grain elevators;
19. Indoor shooting/archery ranges;
20. Kennels;
21. Landing Strips;

22. Manufacturing, light;
23. Motor vehicle tracks or play areas;
24. Manure irrigation;
25. Municipal, commercial, or residential central containment, sewage disposal, treatment, or application sites;
26. Open sales areas;
27. Outdoor shooting/archery ranges;
28. Parks;
29. Portable processing plants;
30. Private recreation areas;
31. Private shooting preserves;
32. Quarries, pursuant to Section 1515;
33. Remote fuel depots;
34. Repair shops, auto-body;
35. Repair shops, motor vehicle and equipment;
36. Riding stables;
37. Rodeo arenas;
38. Salvage yards;
39. Sanitary landfills or restricted use sites, permitted by the Department of Environment and Natural Resources (DENR);
40. Solar Energy Conversion Systems (SECS) fifty (50) kilowatts alternating current (AC) and higher, pursuant to Article 29. **(Amended December 19, 2023)**
41. Spreading, injection, or other application of manure or animal waste generated from a concentrated animal feeding operation not permitted by Yankton County, shall be required to submit a waste management plan for land application of said manure within the Agricultural (AG) District. The waste management plan shall be the same as for a permitted site, pursuant to Section 519(3);
42. Temporary construction facilities; **(Amended December 19, 2023)**
43. Towers, pursuant to Article 25 & Article 26;
44. Wildlife and game production areas; and

45. Wind energy systems, pursuant to Article 26 **and**

~~46. Utility Facilities- Building eligibility under 10 acres~~

Section 509 Classification of Unlisted Uses

In order to ensure that the zoning ordinance will permit all similar uses in each district, the Planning Commission and Board of Adjustment, upon its own initiative or upon written application, shall determine whether a use not specifically listed as a permitted, accessory, or conditional use in a Agricultural District shall be deemed a permitted, accessory, or conditional use in one or more districts on the basis of similarity to uses specifically listed. The review shall be heard at a regular meeting of the aforementioned bodies and may be required to adhere to the notification requirements as described in Section 1803(3-5). **(Amended August 19, 2021)**

Section 511 Prohibited Uses and Structures

All uses and structures which are not specifically permitted as principal, accessory, or conditional uses or approved as such within the provisions of Section 509 shall be prohibited.

Section 513 Minimum Lot Requirements **(Amended August 19, 2021)**

1. The minimum lot area shall be ~~twenty (20)~~ **ten (10)** acres;
2. The minimum lot area shall be five (5) acres for any agribusiness as defined herein, pursuant to Section 506(7);
3. The minimum lot width shall be five hundred (500) feet;_
4. The Zoning Administrator may allow a smaller minimum lot requirement where an established single-family home exists or where a permit for a single-family home is requested on an existing farmstead site.
5. Lots of record, as defined herein, existing prior to adoption of this ordinance may be developed pursuant to Article 16 and as approved by the Zoning Administrator;

Section 515 Minimum Yard Requirements **(Amended August 19, 2021)**

All yards must meet the following criteria as measured from the lot lines. This Section shall apply to all buildings and structures, including but not limited to decks and patios:

1. There shall be a front yard of not less than a depth of fifty (50) feet;
2. There shall be a rear yard of not less than a depth of fifty (50) feet;
3. There shall be two (2) side yards, each of which shall not be less than fifty (50) feet;
4. Buildings and structures on corner lots as defined herein shall maintain two

- (2) front yards for the property abutting the road right-of-ways; and
5. Water and sewer or sanitary drainage systems shall be installed by a licensed installer and shall comply with all applicable South Dakota Department of Agriculture and Natural Resources regulations.
 6. Non-conforming lots of record that are allowed to develop must meet the following setbacks: All allowable uses 50' Minimum Front Yard, 10' Minimum Side Yard and 50' Minimum Rear Yard. **(Added June 21, 2022)**

	Lot Size	Min. Front Yard	Min. Side Yard	Rear Yard
Single Family Dwelling	Under 20 Acres	50'	10'	50'
Other Allowable Use	Under 20 Acres	50'	10'	50'

Section 516 New Residence Requirements (Amended August 19, 2021)

The requirements herein apply to all new residences including but not limited to single family dwellings, two family dwellings, and modular homes.

1. Any new residence must acknowledge that any AFO and/or CAFO operation located within 1.5 miles of the new residence and that is operating at the time of the issuance of the new residence's building permit may expand in the future without regard to setbacks from this new residence. Setbacks for already established residences still apply to expansion of these AFO and/or CAFO operations. This acknowledgement shall be attached to the building permit and include:
 - a. A specific list of all operators of the AFO and/or CAFO operations which are allowed to expand without regard to this residence as noted above;
 - b. A copy of South Dakota's policy to protect agricultural operations from nuisance suits as defined in SDCL 21-10-25.1 through 21-10-25.6; Agricultural operations may include, but are not limited to, the following: the cultivation, harvesting, and storage of crops; livestock production, ground rig or aerial application of pesticides or herbicides; the application of fertilizer, including animal waste; the operation of machinery; the application of irrigation water; and other accepted and customary agricultural activities conducted in accordance with Federal, State, and County laws.
 - c. Be signed by the building permit applicant; and
 - d. A copy is given to all AFO and/or CAFO operators listed. If the AFO and/or CAFO operator sells the operation to a non-family member, this setback exemption from the new residence is not transferrable. Family

members noted here include: siblings, children, grandchildren, nieces, and nephews.

2. An additional dwelling unit by definition is allowed within the farmstead upon approval of the building permit application if it is to be occupied by other members of the family, provided the property is not transacted or prepared, platted, or described for transaction; and
3. The Zoning Administrator may allow construction of single and multi-family dwelling units not in conformance with this provision only on those lands organized as a 501(d), non-profit religious and apostolic associations as described in the United States Tax Code. Prior to issuance of a building permit or permission to proceed said entity shall file the Articles of Incorporation and other requested documentation with the Zoning Administrator. Construction activities carried on under this provision shall be in conformance with all other provisions of this ordinance.

Section 517 Traffic Visibility

1. There shall be no obstructions, such as buildings, structures, grain bins, trees, wind breaks, baled agricultural products, or other objects within fifty (50) feet from the right-of-way.
2. A traffic visibility triangle as defined herein shall be maintained at all road intersections, public and private, driveways, railway crossings, or similar situation as determined by the Zoning Administrator; and
3. No perennial vegetation between the heights of thirty (30) inches and ten (10) feet shall encroach upon the right-of-way at the time of planting or future growth. The Zoning Administrator reserves the right to refer such requests to Township Supervisors, the County Highway Superintendent, or other officials. **(Amended August 19, 2021)**

Section 519 Concentrated Animal Feeding Operation Performance Standards **(Amended August 19, 2021)**

1. **Conditional Use Permit Application Requirements.** The following shall be submitted for the consideration of a Concentrated Animal Feeding Operation Conditional Use Permit:
 - a. **Site description information:**
 - i. The owners', managers', management company's or similar entities' name, address and telephone number.
 - ii. A legal description of the site and proposed 911 address for the location.
 - iii. The type and number of animals to be housed at the site.
 - iv. Site diagram of all existing and proposed buildings and structures.
 - v. Information on ability to meet designated setback requirements (Section 519(2)), including maps showing measured distances.
 - vi. Information on the types of soils at the site, and whether there are any shallow aquifers and/or 100-year floodplain designations at or within one half mile of the proposed site.

- vii. Provide a Farm Service Agency wetland map.
 - viii. Test boring location and test boring results *may* be required. The standards utilized by the South Dakota Department of Environment and Natural Resources for soil borings shall be followed.
- b. **A facility management plan shall include:**
- i. The methods utilized to dispose of dead animals shall be identified and shall be in compliance with the South Dakota Animal Industry Board. Temporary dead animal storage or disposal sites shall be a screened substantially built fence to hold up to removal and prevent scavenging, and ~~or~~ located out of site from neighboring dwellings and the adjacent right-of-way.
 - ii. The methods utilized to control pests and flies.
 - iii. A screening and/or buffering section to include the planting of trees and shrubs of adequate size to control wind movement and dispersion of dust and odors generated by the facility. The applicant of any naturally ventilated or open style CAFO must plant a shelter belt of trees between the proposed CAFO and shelterbelt shall run the length of the footprint within 250' of the facility, include a minimum of five rows of trees consisting of both evergreen and deciduous species, be planted in the first year of obtaining a conditional use permit. For three consecutive years, all trees that die must be replaced within one growing season. The shelter belt must maintain 90% survivability while the conditional use permit is active.
 - iv. A *review* of Industry Best Management practices including the use of bio-filters, pit additives, urine-feces separation systems, or other odor reduction technologies. Applicant shall identify which practices will be utilized, subject to approval of Planning Commission and Board of Adjustment.
 - v. A storm water management plan shall provide adequate slopes and drainage to divert storm water from confinement areas, while providing for drainage of water from said area, thereby assisting in maintaining dryer confinement areas to reduce odor production.
 - vi. Road haul routes and road maintenance agreements for both the construction and operation of the facility shall be signed by the applicant and the local road authority and included in the CUP
- c. **Waste Management Plan Requirements.** An operational plan for manure collection, storage, treatment, and use shall be kept updated and implemented. The plan shall include the following:
- i. All CUP applicants must submit and receive approval for a waste management plan to the Department of Environment and Natural Resources prior to obtaining a CUP. The waste management plan will list all fields and acres that are in the waste management plan and shall include expected manure application rates.
 - ii. A state general permit is required if any of the following situations are met.

- 1 Any CAFO greater than or equal to 1000 animal units.
 - 2 A general permit is required by the South Dakota Department of Environment and Natural Resources.
 - 3 A general permit is required by Yankton County as a condition of approval.
 - 4 The proposed site is located over a mapped shallow aquifer area as depicted on the Department of Environment and Natural Resources First Occurrence of Aquifer Materials in Yankton County, SD (Refer to South Dakota Department of Agriculture and Natural Resources).
- iii. Proposed maintenance of waste facilities.
 - iv. Number and size of containment areas.
 - v. Timeframe for removal of manure from storage containment.
 - vi. Land application process and/or methods (surface, injection, etc.).
 - vii. Legal description and map, including documented proof of area to be utilized for manure application.
 - viii. If the applicant does not own all of the land which will be used for the spreading of waste, the applicant shall provide an enforceable lease, easement, or other written agreement as part of the application. The length of the agreement shall be such that the CAFO has adequate time to make other alternative arrangements in the event that the existing lease, easement, or other written agreement cannot be renewed.
- d. Prior to construction, such facilities shall obtain a Storm Water Permit for Construction Activities from the South Dakota Department of Environment and Natural Resources. This plan must be implemented upon the start of construction.
 - e. The Yankton County Planning Commission, Board of Adjustment or the Planning Director may require additional information or conditions reasonably related to a concentrated animal feeding operation not contained in these regulations
2. **Facility Setback Requirements.** New Animal Feeding Operations and waste facilities shall be located no closer than the following regulations prescribe. The applicant(s) of an animal feeding operation may request the required setback to any residence other than the applicant, active church, business, or school be lessened. This request shall only be approved after the applicant obtains signed waivers from all property owners within the setback distance. Any authorized person, business or governmental entity that is within the setback distance may waive the setback distance. The written waiver(s) shall be permanently attached to the approved conditional use permit.

<u>Facility Setback Chart (Feet)</u>		
Class	A	B
Animal Units	500 to 10,000	200 to 499
<i>Solid Manure System*</i>		
Residence other than owner, active church, business, schools	1.98 feet per A.U. (minimum 1,320) (maximum 1.5 miles)	1,320
Municipalities	2.2 feet per A.U. (minimum 2,640) (maximum 1.5 miles)	2,640
<i>Liquid Manure System*</i>		
Residence other than owner, active church, business, schools	2.64 feet per A.U. (minimum 1,320) (maximum 1.5 miles)	1,320
Municipalities	2.64 feet per A.U. (minimum 2,640) (maximum 1.5 miles)	2,640
<i>Any Style Manure System</i>		
Public wells	1,000	1,000
Private well	250	250
Private well (operator's)	150	150
Lakes, rivers and streams	660	660
Right-of-way line	330	330
Property line delineating a change in ownership	660	660
100 year flood plain	PROHIBITED	PROHIBITED

*Operations that utilize both solid and liquid manure have a blended setback, taking into account setback distances proportional to the number of animal units of each style of manure. Example: An operation w/1000 dry lot beef cattle and 940 AU's of finishing swine would have a setback of $(1000 \text{ AU} \times 1.98\text{ft.}) + (940 \text{ AU} \times 2.64 \text{ ft.}) = 4462'$

3. **Manure application.** New Animal Feeding Operations and waste facilities shall comply to the following:
 - a. A review of weather conditions shall be conducted prior to application to minimize the potential for runoff and to mitigate effects upon neighboring properties.
 - b. Animal waste shall be transported no further than five miles from the point of origination by equipment designed for direct application. Animal waste hauled within non-application or transportation equipment shall not be restricted as to distance. Both methods of transportation must comply with federal, state, and local load limits on roads, bridges, and other similar structures.
 - c. All liquid manure shall be injected to provide for better agronomic benefits, to reduce the potential for runoff, and to minimize odor. Liquid manure may be surface applied if approved by the Department

- of Natural Resources for emergency discharge only. Documentation of this approval shall be maintained by the operator and be available upon request by the Planning Department.
- d. If irrigation is used for dewatering a lagoon (gray water) basin, these rules apply:
 - i. Must be used on systems that disperse the liquid no higher than 18" off the ground if no crop is actively growing on the field.
 - ii. If a crop is actively growing on the field, the liquid must then be dispersed below the crop canopy.
 - iii. No runoff or diffused spray from the system onto neighboring property or public right-of-way will be allowed.
 - iv. No irrigation shall be applied when soils are water saturated, frozen, or covered with snow, or when other soil conditions would result in waste runoff.
 - v. No irrigation over FSA designated wetlands.
 - vi. No "big gun" type irrigation systems shall be used for liquid manure or dewatering lagoons or other manure containment systems.
 - e. Manure should not be applied over frozen or snow covered ground.
 - f. No pipes or drag lines may be permanently installed in the public right-of-way.
 - g. The producer, or agent acting on behalf of the producer, shall inspect the land application equipment, land application sites and irrigation equipment, if used, on a daily basis while land application of process wastewater or manure is occurring. This inspection is to ensure that the land application equipment is not leaking and runoff from the land application site is not occurring. If a discharge or leak is found where process wastewater or manure is reaching any surface waters of the state, flowing onto property not owned by the producer, or not included in the nutrient management plan, the producer is responsible for taking immediate steps to stop the discharge or leak and report the leak to the county zoning office, state DENR and the affected landowner. The producer shall keep documentation of these inspections so the Zoning Administrator can review them upon request or during an inspection
 - h. A notification section should be formulated by the applicant. It should be a reasonable attempt to include the names, addresses, and phone numbers of all occupied residences and public gathering places, within one-half (1/2) mile of applicant's manure application fields. The preferred hauling and application process should be detailed and include timetables of probable application periods. Application of manure on weekends, holidays, and evenings during the warmer seasons should be avoided whenever possible. Complaints could lead to having to give 48 hour notice in advance of manure applications. Annual notification advising of an upcoming 30 day window should be given.

Manure Application Setback Chart			
	Injection or Incorporated within 24 hours	Surface Applied	Irrigated
Public wells (feet)	1,000	1,000	1,000
Private wells (feet)	250	250	250
Private wells (operator's) (feet)	150	150	150
Lakes, rivers and streams (public drinking supply) (feet)	1,000	1,000	1,000
Lakes, rivers and streams (fisheries) (feet)	250	660	660
All public road right- of-ways (feet)	10	10	100
Municipalities (feet)	660	1,000	2,640
Residence other than operator's (feet)	100	330	750

Section 520 Conditional Use Permit for an Animal Feeding Operation Not Permitted if Applicant Applies for the Permit for the Purpose of Selling, Transferring, or Brokering. **(Amended August 19, 2021)**

The Board of Adjustment shall not grant a Conditional Use Permit for an Animal Feeding Operation, Concentrated Animal Feeding Operation, and/or waste facility if the Applicant is applying for the Permit for the purpose of selling, transferring, or brokering the Permit.

For the purposes of this Ordinance, any sale or transfer of the Permit from the Applicant to any other person or entity within five (5) years of the date that the Permit is issued shall be considered to be prima facie evidence that such Permit was obtained for the purpose of selling, transferring or brokering the Permit. The Board of Adjustment may hear and grant exceptions to this rule in the case of unforeseen life events that may force the sale of an operation.

Any evidence that is presented by any person that any Building Permit and/or Conditional Use Permit for an Animal Feeding Operation, Concentrated Animal Feeding Operation, and/or waste facility was sought for the purpose of selling, transferring, or brokering the Permit shall be considered by the Zoning Administrator, Planning Commission, and/or Board of Adjustment in considering a new application for Conditional Use Permit. It may be the basis for a denial or revocation of the application, building permit, and/or a conditional use permit by the Board of Adjustment.

ARTICLE 6

LOW DENSITY RURAL RESIDENTIAL DISTRICT (R1)

Section 601 Intent

The intent of Low Density Rural Residential Districts (R1) is to provide for residential uses of larger lots and other compatible uses in a pleasant and stable environment.

Section 603 Permitted Principal Uses and Structures

The following principal uses and structures shall be permitted in a Low Density Rural Residential District (R1):

1. Day cares, family;
2. Dwellings, single-family;
3. Governmental services;
4. Horticulture;
5. Modular homes;(Amended December 19, 2023)
- ~~6. Utility facilities, and (Amended December 19, 2023)~~
7. Solar Energy Conversion Systems (SECS) under 50 Kilowatts alternating current (AC) (Amended December 19, 2023)

Section 605 Permitted Accessory Uses and Structures

The following accessory uses and structures shall be permitted in a Low Density Rural Residential District (R1):

1. An aggregate maximum total floor area of 4,000 square foot accessory building or buildings. Side wall height shall not exceed sixteen (16) feet as measured from the highest point of the finished floor at grade to the highest point of wall framing. (Amended May 19, 2020)
2. Home occupations;
3. Signs, banner;
4. Signs, directional on-site;
5. Signs, directional off-site;

6. Signs, easement and utility;
7. Signs, flag;
8. Signs, name and address plate; and
9. Signs, real estate.

Section 607 Conditional Uses

After the provisions of this Ordinance, relating to conditional uses have been fulfilled, the Board of Adjustment may permit as conditional uses in a Low Density Rural Residential District (R1): **(Amended June 21, 2022)**

1. Accessory agricultural structures;
2. Bed and breakfasts;
3. Campgrounds;
4. Cemeteries;
5. Home based sales;
6. Greenhouses;
7. Golf courses;
8. Hobby farms;
9. Horticultural sales;
10. Kennels;
11. Manufactured homes, pursuant to Section 1507;
12. Manufacturing, light;
13. Parks;
14. Signs, off-site;
- ~~15. Towers; and~~
- ~~16. One Accessory Structure exceeding 4,000 square feet or Accessory Structures with an aggregate maximum total floor area exceeding 4,000 square feet and/or exceeding a sidewall height of sixteen (16) feet and .-(Amended May 19, 2020)~~

17. Utility Facilities

Section 609 Classification of Unlisted Uses

In order to insure that the zoning ordinance will permit all similar uses in each district, the Board of Adjustment, upon its own initiative or upon written application, shall determine whether a use not specifically listed as a permitted, accessory, or conditional use in a Low Density Residential District shall be deemed a permitted, accessory, or conditional use in one or more districts on the basis of similarity to uses specifically listed. The review shall be heard at a regular meeting of the aforementioned bodies and may be required to adhere to the notification requirements as described in Section 1803(3-5).

Section 611 Prohibited Uses and Structures

All uses and structures, which are not specifically permitted as principal, accessory, or conditional uses or approved as such within the provisions of Section 609, shall be prohibited.

Section 613 Minimum Lot Requirements

1. The minimum lot area shall be five (5) acres; and
2. The minimum lot width shall be two hundred (200) feet.

Section 615 Minimum Yard Requirements

All yards must meet the following criteria as measured from the lot lines. This Section shall apply to all buildings and structures, including but not limited to decks, patios, and carports:

1. There shall be a front yard of not less than a depth of thirty (30) feet, except when said lot is adjacent to or abutting a arterial or collector right-of-way then the depth shall be fifty (50) feet;
2. There shall be a rear yard of not less than a depth of twenty (20) feet;
3. There shall be two (2) side yards, each of which shall not be less than ten (10) feet; and
4. Buildings and structures on corner lots as defined herein shall maintain two (2) front yards for the property abutting the road right-of-ways.

Section 617 Traffic Visibility

1. A traffic visibility triangle as defined herein shall be maintained at all road intersections, public and private, driveways, railway crossings, or similar situation as determined by the Zoning Administrator; and
2. Structures, perennial, or similar vegetation planted on or immediately adjacent to a road right-of-way public shall be approved in writing by the Zoning

Administrator prior to construction or planting. No such vegetation between the heights of thirty (30) inches and ten (10) feet shall encroach upon the right-of-way at the time of planting or future growth. The Zoning Administrator reserves the right to refer such requests to Township Supervisors, the County Highway Superintendent, or other officials.

ARTICLE 7

MODERATE DENSITY RURAL RESIDENTIAL DISTRICT (R2)

Section 701 Intent

The intent of Moderate Density Rural Residential Districts (R2) is to provide for residential uses of moderate lots and other compatible uses in a pleasant and stable environment.

Section 703 Permitted Principal Uses and Structures

The following principal uses and structures shall be permitted in a Moderate Density Rural Residential District (R2):

1. Day cares, family;
2. Dwellings, single-family;
3. Governmental services;
4. Horticulture;
5. Modular homes; (**Amended December 19, 2023**)
- ~~6. Utility facilities. and (**Amended December 19, 2023**)~~
7. Solar Energy Conversion Systems (SECS) under 50 kilowatts alternating current (AC). (**Amended December 19, 2023**)

Section 705 Permitted Accessory Uses and Structures

The following accessory uses and structures shall be permitted in a Moderate Density Rural Residential District (R2):

1. An aggregate maximum total floor area of 2,400 square foot accessory structure or structures. Side wall height shall not exceed fourteen (14) feet as measured from the highest point of the finished floor at grade to the highest point of wall framing. (**Amended May 19, 2020**)
2. Home occupations;
3. Signs, banner;
4. Signs, directional on-site;
5. Signs, directional off-site;

6. Signs, easement and utility;
7. Signs, flag;
8. Signs, name and address plate; and
9. Signs, real estate.

Section 707 Conditional Uses

After the provisions of this Ordinance, relating to conditional uses have been fulfilled, the Board of Adjustment may permit as conditional uses in a Moderate Density Rural Residential District (R2): **(Amended June 21, 2022)**

1. Bed and breakfasts;
2. Campgrounds, pursuant to 1521;
3. Churches;
4. Day cares, group family home;
5. Dwellings, multi-family;
6. Dwellings, two family;
7. Manufactured homes, pursuant to Section 1507;
8. Parks;
9. Schools, public;
10. Signs, off-site;

~~11. Towers; and~~

~~12. One Accessory Structure exceeding 2,400 square feet or Accessory Structures with an aggregate maximum total floor area exceeding 2,400 square feet and/or exceeding a sidewall height of fourteen (14) feet and : (Amended- May 19, 2020)~~

13. Utility Facilities

Section 709 Classification of Unlisted Uses

In order to insure that the zoning ordinance will permit all similar uses in each district, the Board of Adjustment, upon its own initiative or upon written application, shall determine whether a use not specifically listed as a permitted, accessory, or conditional use in a Moderate Density Residential District shall be deemed a permitted, accessory, or conditional use in one or more districts on the basis of similarity to uses specifically listed.

Section 711 Prohibited Uses and Structures

All uses and structures which are not specifically permitted as principal, accessory, or conditional uses or approved as such within the provisions of Section 709 shall be prohibited.

Section 713 Minimum Lot Requirements

1. The minimum lot area shall be ~~one (1) acre or~~ forty thousand (40,000) square feet;
2. The minimum lot area for multi-family dwellings in areas of two (2) units shall be one (1) acre or forty thousand (40,000) square feet and an additional five thousand (5,000) square feet for each unit in excess of the first two (2); and
3. The minimum lot width shall be one hundred (100) feet.

Section 715 Minimum Yard Requirements

All yards must meet the following criteria as measured from the lot lines. This Section shall apply to all buildings and structures, including but not limited to decks, patios, and carports:

1. There shall be a front yard of not less than a depth of thirty (30) feet, except when said lot is adjacent to or abutting a arterial or collector right-of-way then the depth shall be fifty (50) feet;
2. There shall be a rear yard of not less than a depth of twenty (20) feet;
3. There shall be two (2) side yards, each of which shall not be less than ten (10) feet;
4. Buildings and structures on corner lots as defined herein shall maintain two (2) front yards for the property abutting the road right-of-ways.

Section 717 Traffic Visibility

1. A traffic visibility triangle as defined herein shall be maintained at all road intersections, public and private, driveways, railway crossings, or similar situation as determined by the Zoning Administrator; and
2. ~~2.~~ Structures, perennial or similar vegetation planted on or immediately adjacent to a road right-of-way public shall be approved in writing by the Zoning Administrator prior to construction or planting. No such vegetation between the heights of thirty (30) inches and ten (10) feet shall encroach upon the right-of-way at the time of planting or future growth. The Zoning

Administrator reserves the right to refer such requests to Township Supervisors, the County Highway Superintendent, or other officials.

ARTICLE 8

HIGH DENSITY RURAL RESIDENTIAL DISTRICT (R3)

Section 801 Intent (FOR DISCUSSION)

The intent of High Density Rural Residential Districts (R3) is to provide existing concentrated residential subdivisions as recorded with the Register of Deeds and other compatible uses a pleasant and stable environment. ~~Extension of these areas is at the discretion of the Planning Commission and County Commission. Yet, not allow an extension of these areas beyond their respective boundaries as recorded at the time of zoning ordinance adoption.~~

Section 803 Permitted Principal Uses and Structures

The following principal uses and structures shall be permitted in a High Density Rural Residential Districts (R3): **(Amended June 21, 2022)**

1. Day cares, family;
2. Dwellings, single-family;
3. Governmental services;
4. Horticulture;
5. Modular homes;
- ~~6. Utility facilities; and (Amended December 19, 2023)~~
7. Solar Energy Conversion Systems (SECS) under 50 kilowatts alternating current (AC). **(Amended December 19, 2023)**

Section 805 Permitted Accessory Uses and Structures

The following accessory uses and structures shall be permitted in a High Density Rural Residential Districts (R3):

1. An aggregate maximum total floor area of 1,600 square foot accessory structure or structures. Side wall height shall not exceed twelve (12) feet as measured from the highest point of the finished floor at grade to the highest point of wall framing. **(Amended May 19, 2020)**
2. Home occupations;
3. Signs, banner;
4. Signs, directional on-site;
5. Signs, directional off-site;

6. Signs, easement and utility;
7. Signs, flag;
8. Signs, name and address plate; and
9. Signs, real estate.

Section 807 Conditional Uses

After the provisions of this Ordinance, relating to conditional uses have been fulfilled, the Board of Adjustment may permit as conditional uses in a High Density Rural Residential Districts (R3): **(Amended June 21, 2022)**

1. Day cares, group family home;
2. Dwellings, multi-family;
3. Dwellings, two family;
4. Manufactured homes, pursuant to Section 1507;
5. Parks;
6. Signs, off-site;
- ~~7. Towers; and~~
- ~~8. One Accessory Structure exceeding 1,600 square feet or Accessory Structures with an aggregate maximum floor area exceeding 1,600 square feet and/or exceeding a sidewall height of twelve (12) feet and **-(Amended May 19, 2020)**~~
- 9. Utility Facilities**

Section 809 Classification of Unlisted Uses

In order to insure that the zoning ordinance will permit all similar uses in each district, the Board of Adjustment, upon its own initiative or upon written application, shall determine whether a use not specifically listed as a permitted, accessory, or conditional use in a High Density Residential District shall be deemed a permitted, accessory, or conditional use in one or more districts on the basis of similarity to uses specifically listed.

Section 811 Prohibited Uses and Structures

All uses and structures which are not specifically permitted as principal, accessory, or conditional uses or approved as such within the provisions of Section 809 shall be prohibited.

Section 813 Minimum Lot Requirements

1. The minimum lot area shall be ~~one-half (1/2) acre or~~ twenty thousand (20,000) square feet **and meeting DANR sewer requirements**;
2. The minimum lot area for multi-family dwellings shall be one-half (1/2) acre or twenty thousand (20,000) square feet and an additional five thousand (5,000) square feet for each unit in excess of the first two (2); and
3. The minimum lot width shall be seventy five (75) feet.

Section 815 Minimum Yard Requirements

All yards must meet the following criteria as measured from the lot lines. This Section shall apply to all buildings and structures, including but not limited to decks, patios, and carports:

1. There shall be a front yard of not less than a depth of thirty (30) feet, except when said lot is adjacent to or abutting an arterial or collector right-of-way then the depth shall be fifty (50) feet;
2. There shall be a rear yard of not less than a depth of twenty (20) feet;
3. There shall be two (2) side yards, each of which shall not be less than ten (10) feet; and
4. Buildings and structures on corner lots as defined herein shall maintain two (2) front yards for the property abutting the road right-of-ways.

Section 817 Traffic Visibility

1. A traffic visibility triangle as defined herein shall be maintained at all road intersections, public and private, driveways, railway crossings, or similar situation as determined by the Zoning Administrator; and
2. Structures, perennial or similar vegetation planted on or immediately adjacent to a road right-of-way public shall be approved in writing by the Zoning Administrator prior to construction or planting. No such vegetation between the heights of thirty (30) inches and ten (10) feet shall encroach upon the right-of-way at the time of planting or future growth. The Zoning Administrator reserves the right to refer such requests to Township Supervisors, the County Highway Superintendent, or other officials.

ARTICLE 9

MANUFACTURED HOME PARK DISTRICT (MHP)

Section 901 Intent

The intent of the Manufactured Home Park District (MHP) is to preserve and enhance property values by providing designated, distinctive areas in which manufactured homes may be situated as a residential dwelling. It is the intent that this district be a desirable, prominent area providing adequate open space and essentially the same considerations given to citizens of other residential districts.

Section 903 Permitted Principal Uses and Structures

The following principal uses and structures shall be permitted in a Manufactured Home Park District (MHP):

1. Dwellings, single family;
2. Manufactured homes, pursuant to Section 1409;
3. Modular homes;
4. Parks; (**Amended December 19, 2023**)
- ~~5. Utility facilities. and (**Amended December 19, 2023**)~~
6. Solar Energy Conversion Systems (SECS) under 50 kilowatts alternating current (AC). (**Amended December 19, 2023**)

Section 905 Permitted Accessory Uses and Structures

The following accessory uses and structures shall be permitted in a Manufactured Home Park District (MHP):

1. Accessory buildings;
2. Garages;
3. Home occupations;
4. Signs, banner;
5. Signs, directional on-site;
6. Signs, directional off-site;
7. Signs, easement and utility;
8. Signs, flag;
9. Signs, name and address plate; and

10. Signs, real estate.

It shall be unlawful for any person, firm, or corporation to use any van body, truck body, semi-trailer, rail car, “shipping crate”, and/or any vehicle no longer used for its manufactured purpose as a storage shed, storage building, warehouse, or as living quarters. In addition, manufactured homes shall not be for any purpose other than residential living quarters. However, this shall not prevent the lawful parking of vehicles properly licensed, insured, and in regular use for their intended purpose to include ‘RVs’ and camping trailers.

Section 907 Conditional Uses

After the provisions relating to conditional uses have been fulfilled, the Board of Adjustment may permit as conditional uses in a Manufactured Home Park District (MHP):

1. Day care centers;
2. Day cares, family;
3. Day cares, group family home;
4. Dwellings, two family;
5. Laundry facilities;
6. Self-storage warehouses;
7. Signs, bulletin board;
8. Signs, ground and monument;
9. Signs, mounted wall;
10. Signs, off-site;
11. Signs, portable;
- ~~12.~~ Swimming pools; ~~and~~
13. Towers ~~and~~
14. Utility Facilities

Section 909 Classification of Unlisted Uses

In order to insure that the zoning ordinance will permit all similar uses in each district, the Board of Adjustment, upon its own initiative or upon written application, shall determine whether a use not specifically listed as a permitted, accessory, or conditional use in a District shall be deemed a permitted, accessory, or conditional use in one or more districts on the basis of similarity to uses specifically listed.

Section 911 Prohibited Uses and Structures

No part of any park shall be used for nonresidential purposes, except such uses that are required for the direct servicing and well-being of park residents and for the management and maintenance of the park. **(Amended May 19, 2020)**

Section 913 Minimum Lot Requirements

1. The minimum park size is three (3) acres;
2. The minimum park width is three hundred (300) feet;
3. The minimum lot area for individual manufactured homes shall be four thousand (4,000) square feet;
4. The density of any manufactured home park shall not exceed eight (8) units per gross acre; and
5. The net density of any particular acre shall not exceed ten (10) units per net (gross reduced by required yards, right-of-ways, etc.) acre.

Section 915 Minimum Yard Requirements

All yards must meet the following criteria as measured from the lot line. This Section shall apply to all buildings and structures, including but not limited to decks, patios, and garages:

1. The minimum distance required for the separation of a manufactured home from side and rear lot lines shall be ten (10) feet. In no case shall a manufactured home be closer than twenty (20) feet from another manufactured home;
2. The minimum setback distance required from a private drive or public right-of-way shall be thirty (30) feet; and
3. Accessory buildings shall not encroach on minimum yard requirements.

Section 917 Manufactured Home Park Application Requirements

The applicant follows the rezoning process pursuant to Articles 16 -21;

1. A request for a change in zoning districts to a Manufactured Home Park District shall set forth the location and legal description of the proposed manufactured home park property;
2. Each application for a manufactured home park shall be accompanied by a detailed site development plan incorporating the regulations established herein. The plan shall be drawn to scale and indicate the following:
 - A. Location and topography of the proposed manufactured home park, including adjacent property owners and proximity to federal and state highways, and to county, township, or city roads;

- B. Exterior and interior property or individual lot lines with dimensions and square footage of the proposed park;
 - C. Location and dimensions of all easements and right-of-ways;
 - D. Proposed lot layout, including parking and recreational areas;
 - E. General pedestrian access or transportation plan;
 - F. General utility, water, and sewer plan with proximity and proposed connection to municipal and/or private utilities; and
 - G. Site drainage plan and development impact on culverts, etc.
3. Certification of compliance with all ordinances and regulations regarding manufactured home park licensing and zoning, health, plumbing, electrical, building, fire prevention, and all other applicable ordinances and regulations.

Section 919 **Manufactured Home Regulations within a Manufactured Home Park**

1. Manufactured home developments should be located to avoid the need for excessive traffic movement from the park to pass through an existing single-family residential area or area suitable for future single-family residential development; and
2. Access and Right-of-way Requirements:
 - A. All manufactured home spaces must be served from internal private right-of-ways within the manufactured home park and there shall be no direct access from a manufactured home space to a public right-of-way;
 - B. Internal private right-of-ways must be graveled at a minimum and kept in good repair to prevent excessive potholes or pooling of water;
 - C. A minimum of two (2) off right-of-way parking spaces shall be provided for each manufactured home lot; guest parking of one (1) parking space per five (5) manufactured home spaces shall be interspersed throughout the manufactured home park;
 - D. No internal private right-of-way access to public right-of-ways shall be located closer than one hundred (100) feet to any public right-of-way intersection;
 - E. Stop signs shall be placed at all public right-of-way intersections and Yield signs placed appropriately on internal private right-of-way;
 - F. Entrance to manufactured home parks shall have direct connections to a

public road and shall be designed to allow free movement of traffic on such public roads; and

- G. Travel surfaces should be of adequate widths to accommodate the contemplated parking and traffic load in accordance with the type of traveled way with twelve (12) feet minimum moving lanes for collector roads, twelve (12) feet minimum moving lanes for minor roads, and eight (8) feet minimum lanes for parallel parking.

3. Other Requirements:

- A. Manufactured homes may be of single or multiple sections and shall not be less than fourteen (14) feet as assembled on the site, as measured across the narrowest portion;
- B. Manufactured homes shall be skirted with materials that are not highly combustible. The skirting shall be installed around the perimeter of the home from the chassis of the manufactured home to the prevailing grade;
- C. The hitch shall be removed;
- D. All electric service shall be underground;
- E. Each manufactured home lot shall be connected to a sanitary sewer system and central water system including individual utility service lines and valves as approved by the Zoning Administrator or their designee;
- F. If individual refuse collection points are not available, each manufactured home park shall provide screened areas or enclosed containers accessible for refuse collection of an adequate size for the number of units served, and shall provide for the disposal of such refuse on a regularly scheduled basis;
- G. Manufactured homes shall be anchored to the ground to resist tipping and lateral movement in the manner contemplated by the manufactured design;
- H. Not less than ten (10) percent of the gross site area shall be devoted and maintained as recreational facilities for occupant needs;
- I. No manufactured home shall occupy more than fifty (50) percent of the area of the lot on which it is situated;
- J. In accordance with Section 921 a landscaped buffer area of ten (10) feet in width shall be provided and maintained around the perimeter of the park, except where the park abuts a public right-of-way then the buffer shall be thirty (30) feet. This does not include those places where walks and drives penetrate the buffer;
- K. The manufactured home shall meet or exceed the federal Manufactured Home Construction and Safety Standards (HUD code); and
- L. Additional development requirements may be prescribed as conditions for

approval when determined to be necessary to ensure protection of the neighboring property's character, compatibility with land uses, and health and safety of manufactured home park occupants.

Section 921 Traffic Visibility

1. A traffic visibility triangle as defined herein shall be maintained at all road intersections, public and private, driveways, railway crossings, or similar situation as determined by the Zoning Administrator; and
2. Structures, perennial or similar vegetation planted on or immediately adjacent to a road right-of-way public shall be approved in writing by the Zoning Administrator prior to construction or planting. No such vegetation between the heights of thirty (30) inches and ten (10) feet shall encroach upon the right-of-way at the time of planting or future growth. The Zoning Administrator reserves the right to refer such requests to Township Supervisors, the County Highway Superintendent, or other officials.

ARTICLE 10

COMMERCIAL DISTRICT (C)

Section 1001 Intent

The intent of the Commercial District (C) is to provide commercial areas for those establishments that can function most satisfactorily in an area related to a rural or municipal fringe environment requiring major vehicular circulation routes and off right-of-way parking and loading due to the nature of the merchandise handled and the display space required.

Section 1003 Permitted Principal Uses and Structures (Amended October 21, 2021)

The following principal uses and structures shall be permitted in a Commercial District (C): **(Amended June 21, 2022)**

1. Arcades;
2. Bars;
3. Day care centers;
4. Financial institutions;
5. Funeral homes;
6. Garages, public;
7. Gasoline stations;
8. Golf courses;
9. Governmental services;
10. Historic sites;
11. Hotels;
12. Indoor archery/shooting ranges;
13. Lockers;
14. Manufacturing, light;
15. Motels;
16. Open sales areas;
17. Parks;

- 18. Repair shops, auto-body;
- 19. Repair shops, motor vehicle;
- 20. Restaurants;
- 21. Restaurants, drive-in;
- 22. Restaurants, in-house;
- 23. Retail sales;
- 24. Self-storage warehouses;
- 25. Service establishments;
- 26. Theaters;
- 27. Utility facilities;
- 28. Veterinary clinics;
- 29. Warehousing facilities;
- 30. Wholesale sales.
- 31. Cannabis Cultivation Facility
- 32. Cannabis Dispensary
- 33. Cannabis Product Manufacturing Facility
- 34. Cannabis Testing Facility; **(Amended December 19, 2023)**
- 35. Accessory Structures. and **(Amended December 19, 2023)**
- 36. Solar Energy Conversion Systems (SECS) under 50 kilowatts alternating current (AC). **(Amended December 19, 2023)**

Section 1005 Permitted Accessory Uses and Structures

Those accessory uses and structures normally appurtenant to the permitted principal uses and structures shall be permitted in a Commercial District (C) when established in conformance within the space limits of this district.

- 1. Signs, banner;
- 2. Signs, directional off-site;
- 3. Signs, directional on-site;
- 4. Signs, easement and utility;

5. Signs, flag;
6. Signs, name and address plate;
7. Signs, on-site; and
8. Signs, real estate.

Section 1007 Conditional Uses

After the provisions of this resolution relating to conditional uses have been fulfilled, the Board of Adjustment may permit as conditional uses in a Commercial District (C):
(Amended June 21, 2022)

1. Adult entertainment;
2. Agricultural fertilizer and chemical manufacturing, sales, and applications;
3. Agricultural product processing;
4. Amusement parks; and
5. Asphalt plants;
6. Buying stations;
7. Campgrounds;
8. Concrete plants;
9. Construction services;
10. Dwellings, single-family;
11. Dwellings, two-family;
12. Grain elevators;
13. Manufacturing;
14. Manufacturing, distribution, sale, or storage of flammable, combustible, or hazardous material;
15. Outdoor shooting/archery ranges.
16. Sale and auction yards and barns;
17. Salvage yards;
18. Sanitary landfills and restricted use sites, permitted by DENR;
19. Signs, off-site, pursuant to Article 14;
20. Tank farms;

21. Towers, pursuant to Article 25 & Article 26;
22. Truck or equipment terminals;
23. Veterinary services; (**Amended May 19, 2020**)
24. Wind energy systems; (**Amended December 19, 2023**)
25. Firework Sales; ~~and~~ (**Amended December 19, 2023**)
- 26. Solar Energy Conversion System (SECS) fifty (50) kilowatts alternating current (AC) and higher, pursuant to Article 29; ~~and~~ (**Amended December 19, 2023**)**

~~27. Utility Facilities~~

Section 1009 Classification of Unlisted Uses

In order to insure that the zoning ordinance will permit all similar uses in each district, the Board of Adjustment, upon its own initiative or upon written application, shall determine whether a use not specifically listed as a permitted, accessory, or conditional use in a Commercial District (C) shall be deemed a permitted, accessory, or conditional use in one or more districts on the basis of similarity to uses specifically listed.

Section 1011 Prohibited Uses and Structures

All uses and structures which are not specifically permitted as principal, accessory, or conditional uses or approved as such within the provisions of Section 1009 shall be prohibited.

Section 1013 Minimum Lot Requirements (**Amended June 21, 2022**)

1. The minimum lot area shall be ~~two~~ 40,000 sq. ft.; and
2. The minimum lot width shall be seventy-five (75) feet.

Section 1015 Minimum Yard Requirements

All yards must meet the following criteria as measured from the lot lines. This Section shall apply to all buildings and structures, including but not limited to loading docks, decks, patios, and covered areas: (**Amended June 21, 2022**)

1. There shall be a front yard of not less than a depth of Fifty (50) feet;
2. There shall be a rear yard of not less than a depth of twenty-five (25) feet; and
3. Each side yard shall be not less than twenty-five (25) feet.

Section 1017 Traffic Visibility

1. A traffic visibility triangle as defined herein shall be maintained at all road intersections, public and private, driveways, railway crossings, or similar

situation as determined by the Zoning Administrator; and

2. Structures, perennial or similar vegetation planted on or immediately adjacent to a road right-of-way public shall be approved in writing by the Zoning Administrator prior to construction or planting. No such vegetation between the heights of thirty (30) inches and ten (10) feet shall encroach upon the right-of-way at the time of planting or future growth. The Zoning Administrator reserves the right to refer such requests to Township Supervisors, the County Highway Superintendent, or other officials.

ARTICLE 11

LAKESIDE COMMERCIAL DISTRICT (LC)

Section 1101 Intent

The intent of the Lakeside Commercial District (LC) is to provide commercial areas for those establishments that can function most satisfactorily in an area directly related to a tourist, outdoor recreation, and residential environment requiring vehicular circulation routes and large off right-of-way parking due to the nature of the customer base and vehicle traffic.

Section 1103 Permitted Principal Uses and Structures **(Amended October 21, 2021)**

The following principal uses and structures shall be permitted in a Lakeside Commercial District (LC): **(Amended June 21, 2022)**

1. Arcades;
2. Bars;
3. Day Cares, family;
4. Day Cares, group family home;
5. Financial institutions;
6. Gasoline stations;
7. Golf courses;
8. Governmental services;
9. Historic sites;
10. Indoor archery/shooting ranges;
11. Open sales areas;
12. Parks;
13. Restaurants;
14. Restaurants, drive-in;
15. Restaurants, in-house;
16. Retail sales;
17. Service establishments;

18. Theaters;

19. Utility facilities.

20. Cannabis Cultivation Facility

21. Cannabis Dispensary

22. Cannabis Product Manufacturing Facility; (**Amended December 19, 2023**)

23. Cannabis Testing Facility, and (**Amended December 19, 2023**)

24. Solar Energy Conversion Systems (SECS) under 50 kilowatts alternating current (AC) (**Amended December 19, 2023**)

Section 1105 Permitted Accessory Uses and Structures

Those accessory uses and structures normally appurtenant to the permitted principal uses and structures shall be permitted in a Lakeside Commercial District (LC) when established in conformance within the space limits of this district. (**Amended June 21, 2022**)

1. Signs, banner;
2. Signs, directional off-site;
3. Signs, directional on-site;
4. Signs, easement and utility;
5. Signs, flag.
6. Signs, name and address plate;
7. Signs, on-site;
8. Signs, real estate; and
9. Accessory Structures.

Section 1107 Conditional Uses

After the provisions of this resolution relating to conditional uses have been fulfilled, the Board of Adjustment may permit as conditional uses in a Lakeside Commercial District (LC):

1. Amusement parks;
2. Campgrounds;
3. Day care centers;

4. Dwellings, multi-family;
5. Dwellings, single-family;
6. Dwellings, two-family;
7. Exhibition areas;
8. Garages, public;
9. Hotels;
10. Kennels;
11. Motels;
12. Outdoor shooting/archery ranges;
13. Outdoor storage areas;
14. Repair shops, auto-body;
15. Repair shops, motor vehicle;
16. Self-storage warehouses;
17. Signs, off-site, pursuant to Article 14;
18. Swimming pools;
19. Towers, pursuant to Article 25 & Article 26;

~~20. Utility Facilities~~

21. Veterinary clinics; ~~and~~
22. Warehousing facilities; ~~and~~

~~23. Firework sales.~~

Section 1109 Classification of Unlisted Uses

In order to insure that the zoning ordinance will permit all similar uses in each district, the Board of Adjustment, upon its own initiative or upon written application, shall determine whether a use not specifically listed as a permitted, accessory, or conditional use in a District shall be deemed a permitted, accessory, or conditional use in one or more districts on the basis of similarity to uses specifically listed.

Section 1111 Prohibited Uses and Structures

All uses and structures which are not specifically permitted as principal, accessory, or conditional uses or approved as such within the provisions of Section 1109 shall be prohibited.

Section 1113 Minimum Lot Requirements (Amended June 21, 2022)

1. The minimum lot area shall be 20,000 sq. ft.; and
2. The minimum lot width shall be seventy-five (75) feet.

Section 1115 Minimum Yard Requirements

All yards must meet the following criteria as measured from the lot lines. This Section shall apply to all buildings and structures, including but not limited to decks, patios, and carports: **(Amended June 21, 2022)**

1. There shall be a front yard of not less than a depth of fifty (50) feet;
2. There shall be a rear yard of not less than a depth of twenty-five (25) feet; and
3. Each side yard shall be not less than twenty-five (25) feet.

Section 1117 Traffic Visibility

1. A traffic visibility triangle as defined herein shall be maintained at all road intersections, public and private, driveways, railway crossings, or similar situation as determined by the Zoning Administrator; and
2. Structures, perennial or similar vegetation planted on or immediately adjacent to a road right-of-way public shall be approved in writing by the Zoning Administrator prior to construction or planting. No such vegetation between the heights of thirty (30) inches and ten (10) feet shall encroach upon the right-of-way at the time of planting or future growth. The Zoning Administrator reserves the right to refer such requests to Township Supervisors, the County Highway Superintendent, or other officials.

ARTICLE 12

RURAL TRANSITIONAL DISTRICT (RT)

Section 1201 Intent

The intent of Rural Transitional Districts (RT) is to protect un-developed and under developed lands lying within or adjacent to expected growth corridors from unstructured or incompatible land uses in order to preserve land best suited for planned development to ensure practicality and service delivery.

Section 1203 Permitted Principal Uses and Structures

The following principal uses and structures shall be permitted in a Rural Transitional District (RT):

1. Agriculture;
2. Historic sites;
3. Horticulture; **(Amended December 19, 2023)**
4. Utility facilities. and **(Amended December 19, 2023)**
5. Solar Energy Conversion systems (SECS) under 50 kilowatts alternating current (AC). **(Amended December 19, 2023)**

Section 1205 Permitted Accessory Uses and Structures

The following accessory uses and structures shall be permitted in a Rural Transitional District (RT): **(Amended June 21, 2022)**

1. Accessory structures.
2. Customary water irrigation systems, other than manure irrigation equipment;
3. Farm drainage systems;
4. Home and farm occupations;
5. Shelterbelts;
6. Signs, banner;
7. Signs, directional off-site;
8. Signs, directional on-site;
9. Signs, easement and utility;

10. Signs, flag;
11. Signs, name and address plate;
12. Signs, on-site;
13. Signs, real estate;
14. Stock dams; and
15. Temporary/seasonal roadside stands.

Section 1207 Conditional Uses

After the provisions of this Ordinance relating to conditional uses have been fulfilled, the Board of Adjustment may permit as conditional uses in a Rural Transitional District (RT): **(Amended June 21, 2022)**

1. Dwellings, single family.
2. Individual septic or sewage treatment facilities, pursuant to Section 1513;
3. Manure irrigation;
4. Parks;
5. Portable processing plants;
6. Rural Developments, pursuant to Section 1219;
7. Sanitary landfills or restricted use sites, permitted by the Department of Environment and Natural Resources (DENR);
8. Spreading, injection, or other application of manure or animal waste generated from a concentrated animal feeding operation not permitted by Yankton County, shall be required to submit a waste management plan for land application of said manure within the Rural Transitional (RT) District. The waste management plan shall be the same as for a permitted site, pursuant to Section 519(3);
9. Temporary construction facilities; **and**

~~10. Utility Facilities~~ Building eligibility for under 10 acres

Section 1209 Classification of Unlisted Uses

In order to insure that the zoning ordinance will permit all similar uses in each district, the Planning Commission and Board of Adjustment, upon its own initiative or upon written application, shall determine whether a use not specifically listed as a permitted, accessory, or conditional use in a Rural Transitional District (RT) shall be deemed a permitted, accessory, or conditional use in one or more districts on the basis

of similarity to uses specifically listed. The review shall be heard at a regular meeting of the aforementioned bodies and may be required to adhere to the notification requirements as described in Section 1803(3-5).

Section 1211 Prohibited Uses and Structures

All uses and structures which are not specifically permitted as principal, accessory, or conditional uses or approved as such within the provisions of Section 509 shall be prohibited.

Section 1213 Minimum Lot Requirements

1. The minimum lot area shall be ~~twenty (20)~~ **ten (10)** acres;
2. The minimum lot width shall be five hundred (500) feet;
3. The Zoning Administrator may allow a smaller minimum lot requirement where a permit for a single-family home is requested on an existing farmstead site, as defined herein;
4. Lots of record, as defined herein, existing prior to adoption of this ordinance may be developed pursuant to Article 18 and as approved by the Zoning Administrator.
5. An additional dwelling unit is allowed within the farmstead upon approval of the building permit application if it is to be occupied by other members of the family farm unit, provided the property is not transacted or prepared, platted, or described for transaction; and
6. The Zoning Administrator may allow construction of single and multi-family dwelling units not in conformance with this provision only on those lands organized as a 501(d), non-profit religious and apostolic associations as described in the United States Tax Code. Prior to issuance of a building permit or permission to proceed said entity shall file the Articles of Incorporation and other requested documentation with the Zoning Administrator. Construction activities carried on under this provision shall be in conformance with all other provisions of this ordinance.

Section 1215 Minimum Yard Requirements

All yards must meet the following criteria as measured from the lot lines. This Section shall apply to all buildings and structures, including but not limited to decks and patios:

1. There shall be a front yard of not less than a depth of thirty (30) feet, except when said lot is adjacent to or abutting an arterial or collector right-of-way then the depth shall be fifty (50) feet;
2. There shall be a rear yard of not less than a depth of twenty (20) feet;
3. There shall be two (2) side yards, each of which shall not be less than ten (10)

feet;

4. Buildings and structures on corner lots as defined herein shall maintain two (2) front yards for the property abutting the road right-of-ways; and
5. The Zoning Administrator may allow construction of single and multi-family dwelling units not in conformance with this provision only on those lands organized as a 501(d), non-profit religious and apostolic associations as described in the United States Tax Code. Prior to issuance of a building permit or permission to proceed said entity shall file the Articles of Incorporation and other requested documentation with the Zoning Administrator. Construction activities carried on under this provision shall be in conformance with all other provisions of this ordinance.

Section 1217 Traffic Visibility

1. A traffic visibility triangle as defined herein shall be maintained at all road intersections, public and private, driveways, railway crossings, or similar situation as determined by the Zoning Administrator; and
2. Structures, perennial or similar vegetation planted on or immediately adjacent to a road right-of-way public shall be approved in writing by the Zoning Administrator prior to construction or planting. No such vegetation between the heights of thirty (30) inches and ten (10) feet shall encroach upon the right-of-way at the time of planting or future growth. The Zoning Administrator reserves the right to refer such requests to Township Supervisors, the County Highway Superintendent, or other officials.

Section 1219 Development Standards

1. All platted lots shall be part of planned development or subdivision;
2. All planned developments or subdivisions shall be platted with a minimum of four platted lots and recorded with the Register of Deeds;
3. The minimum lot area shall be one (1) acre;
4. The minimum lot width shall be two hundred (200) feet;
5. All yards must meet the following criteria, which shall apply to all buildings and structures, including decks, patios, and car ports:
 - a. Front yard of not less than a depth of thirty (30) feet;
 - b. Rear yard of not less than a depth of twenty (20) feet; and
 - c. Each side yard shall not be less than a width of ten (10) feet.
6. The proposed development must have controlled public road access;

7. Planned developments or subdivisions shall not be located within the 100-year floodplain;
8. All lots within a planned development or subdivision shall be served by a Department of Environment and Natural Resources approved water system;
9. A site plan and topographic maps shall be submitted with the building permit application, said plan and maps shall include, at a minimum:
 - a. Proposed site layout;
 - b. Storm water drainage;
 - c. Roads and streets, including ingress and egress; and
 - d. Water and sewer service.
10. Water and sewer or sanitary drainage systems shall be installed by certified plumber and shall comply with all applicable South Dakota Department of Environment and Natural Resources regulations.

Yankton County Planning Commission
Yankton County Board of Adjustment

Date filed: 4/9/2025

Applicant

Potts - PLAT

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

☐ LC – Lakeside Commercial ☐ RT-Rural Transitional

Variance needed:

☐ Section 513 (4) – Existing Farmstead/Home ☐ Section 515 ☐ Section 705

☐ Section 715 ☐ Section 805

☐ ● other 605

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:

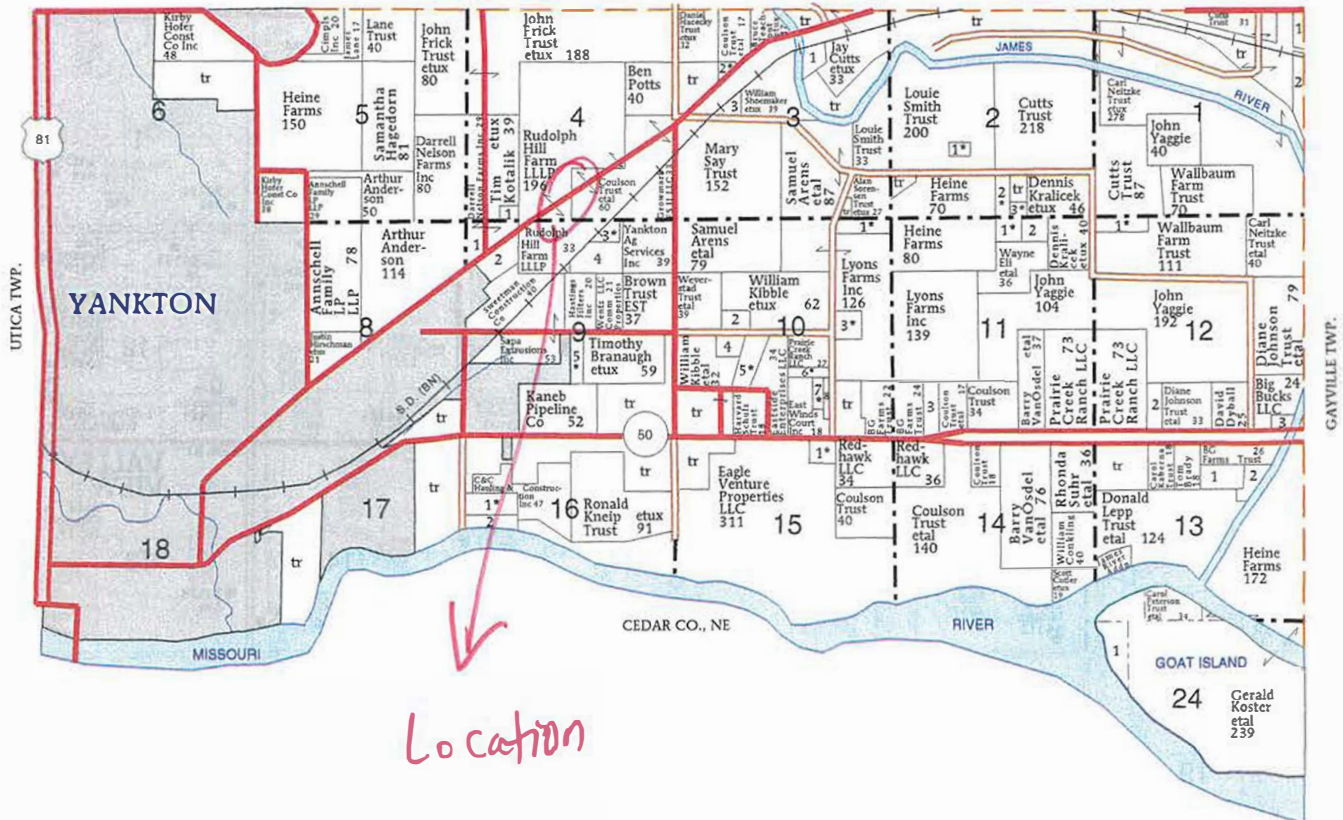
Proposed building size:

Proposed sidewall height:

Affects Section:

NOTE:

Plat of Tract 1 and Tract 2 of Potts Addition in the SE1/4 of Section 4, T93N, R55W of the 5th P.M., Yankton County, South Dakota

(Landowners)
MISSION HILL 'N' TWP.**MISSION HILL 'S'**
TOWNSHIP**SECTION 1**

- 1 RWH LAND LLC 6
- 2 NELSON, NANCY 13

SECTION 2

- 1 SPRAKEL, ROBBIE ETUX 6
- 2 PALECEK, LANCE ETUX 15
- 3 WILLMAN, DAVID ETUX 5

SECTION 3

- 1 STATE OF SOUTH DAKOTA 9
- 2 ANDERSON TRUST, RICHARD ETUX 9
- 3 LOECKER, REYNOLD 9

SECTION 4

- 1 KEEHR, MARK 6

SECTION 9

- 1 KEEHR, MARK 11
- 2 NORTHWESTERN PUBLIC SERVICE 15
- 3 EIDE, MARK ETUX 6
- 4 YANKTON THRIVE INC 25
- 5 HOLMSTROM, THOMAS ETUX 10

SECTION 10

- 1 MADSON TRUST, CLIFFORD ETUX 14
- 2 PAYER, W 14
- 3 READE TRUST, GRANT ETUX 12
- 4 GOEDEN, JOSEPHINE 10
- 5 PAULSEN, RALPH ETUX 13
- 6 BRASEL, ANTHONY ETUX 6
- 7 TACKLE, DAN ETAL 7
- 8 TACKLE, DAN 5

SECTION 11

- 1 JENSEN TRUST, GARY ETUX 10
- 2 MERKWAK, DARYL 10
- 3 CONKLING, DANIEL 12

SECTION 12

- 1 KOPEITKA, JEFF ETUX 6
- 2 KABERNA TRUST, CAROL 8
- 3 ORESEN, JOANNE 7

SECTION 13

- 1 BRADY TREE FARM & LANDSCAPE LLC 27
- 2 BRADY TRUST 8

SECTION 15

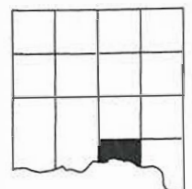
- 1 HARPER, JOHN ETUX 8

SECTION 16

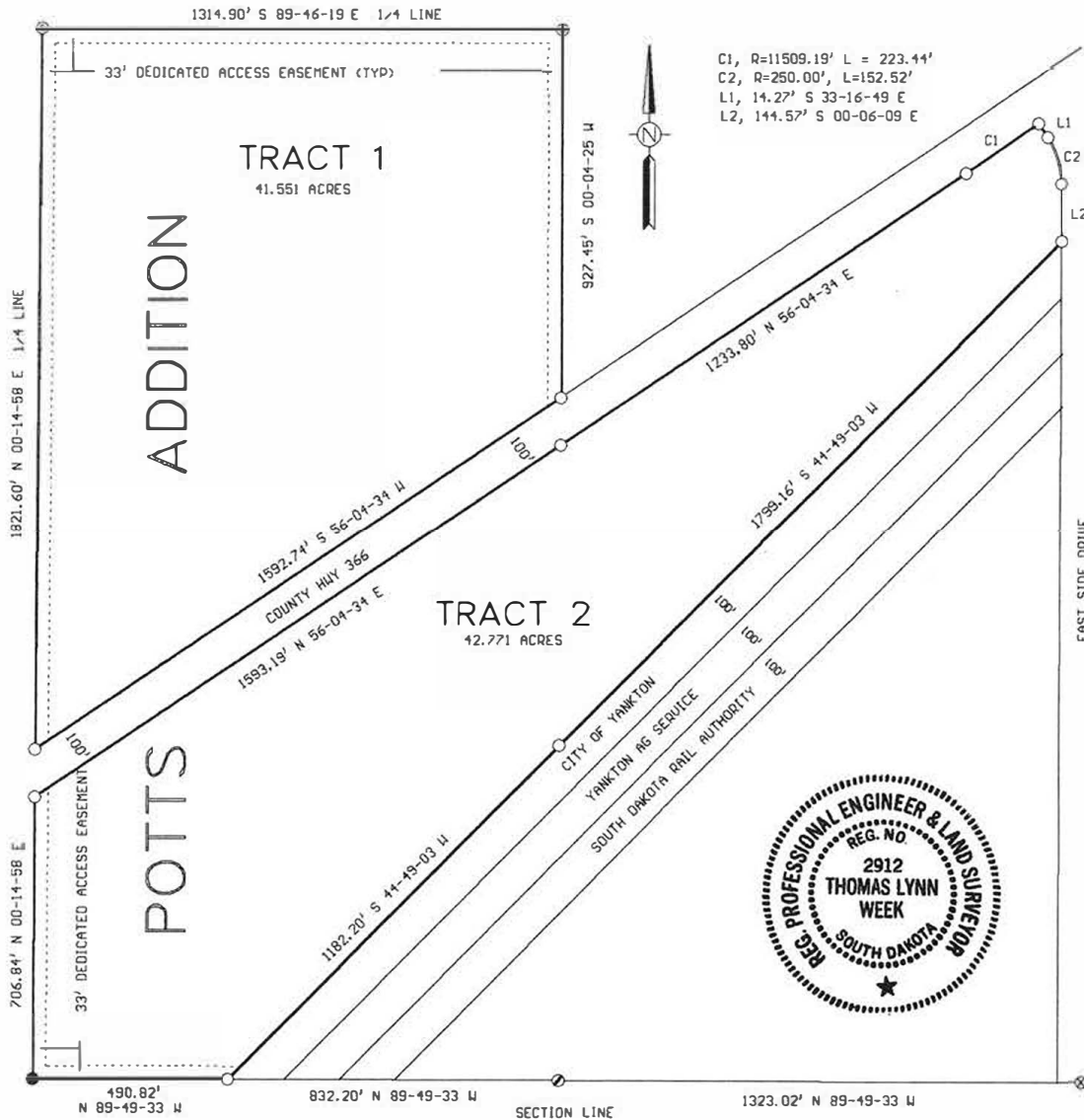
- 1 ZOSS, IVAN ETUX 12
- 2 NATIONAL FIELD ARCHERY ASSN FOUNDATION 12

SECTION 24

- 1 COURTNEY, THOMAS 15



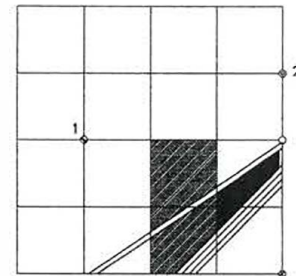
PLAT OF TRACT 1 AND TRACT 2 OF POTTS ADDITION,
IN THE SE1/4 OF SECTION 4, T93N, R55W OF THE
5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.



SCALE: 1" = 300'

- FOUND PIPE
 - FOUND REBAR
 - ⊗ CALCULATED CORNER
 - ⊗ SET LARGE SPIKE
 - ⊗ FOUND REBAR WITH CAP
 - SET 5/8" REBAR WITH CAP
- STAMPED TOM WEEK LS 2912

- 1, LAT. 42-54-19.22072 N, LONG. 97-20-16.92658 W
- 2, LAT. 42-54-06.10911 N, LONG. 97-21-09.70210 W



SECTION 4, T93N, R55W

SURVEYORS CERTIFICATE

I, THOMAS LYNN WEEK, REGISTERED LAND SURVEYOR IN YANKTON, SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNERS, MADE A SURVEY OF TRACT 1 AND TRACT 2 OF POTTS ADDITION, IN THE SE1/4 OF SECTION 4, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA. I HAVE SET IRON PINS AS SHOWN, AND SAID SURVEY AND PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 6TH. DAY OF APRIL, 2025.

sheet 1 of 3

THOMAS LYNN WEEK
REGISTERED LAND SURVEYOR
REG. NO. 2912

PLAT OF TRACT 1 AND TRACT 2 OF POTTS ADDITION, IN THE SE1/4 OF SECTION 4, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.

OWNERS CERTIFICATE

I, DUANE POTTS, AS MANAGER OF THE REDHAWK, LLC, DO HEREBY CERTIFY THAT THE REDHAWK, LLC, IS THE ABSOLUTE AND UNQUALIFIED OWNER OF THE NE1/4 OF THE SE1/4 AND THE S1/2 OF THE SE1/4 LYING NORTH OF THE RAILROAD TRACK, IN SECTION 4, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.

I, DUANE POTTS, AS A PARTNER OF RUDOLPH HILL FARM, LLLP, DO HEREBY CERTIFY THAT RUDOLPH HILL FARM, LLLP, IS THE ABSOLUTE AND UNQUALIFIED OWNER OF THE NW1/4 OF THE SE1/4 OF SECTION 4, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.

TOGETHER, REDHAWK, LLC, AND RUDOLPH HILL FARM, LLLP, ARE THE OWNERS OF TRACT 1 AND TRACT 2 OF POTTS ADDITION, IN THE SE1/4 OF SECTION 4, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.

THAT THE ABOVE SURVEY AND PLAT WAS MADE AT MY REQUEST AND UNDER MY DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. A 33' DEDICATED ACCESS EASEMENT IS BEING DEDICATED AS SHOWN ON THE PLAT.

DATED THIS _____ DAY OF _____, 2025.

DUANE POTTS, MANAGER

STATE OF _____
COUNTY OF _____
ON THIS _____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED DUANE POTTS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT HE AS MANAGER, EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

DATED THIS _____ DAY OF _____, 2025.

DUANE POTTS, PARTNER

STATE OF _____
COUNTY OF _____
ON THIS _____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED DUANE POTTS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT HE AS PARTNER, EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

RESOLUTION OF COUNTY PLANNING COMMISSION

BE IT RESOLVED BY THE YANKTON COUNTY PLANNING COMMISSION, THAT THE ABOVE PLAT REPRESENTING TRACT 1 AND TRACT 2 OF POTTS ADDITION, IN THE SE1/4 OF SECTION 4, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.

CHAIRMAN, PLANNING COMMISSION

RESOLUTION OF APPROVAL

WHEREAS, IT APPEARS THAT THE OWNERS THEREOF HAVE CAUSED A PLAT TO BE MADE OF THE FOLLOWING REAL PROPERTY: TRACT 1 AND TRACT 2 OF POTTS ADDITION, IN THE SE1/4 OF SECTION 4, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA, AND HAVE SUBMITTED SUCH PLAT TO THE COUNTY COMMISSION OF YANKTON COUNTY, SOUTH DAKOTA FOR APPROVAL. NOW THEREFORE BE IT RESOLVED, THAT SUCH PLAT HAS BEEN EXECUTED ACCORDING TO THE LAW AND SAME IS HEREBY APPROVED. THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

I, _____, COUNTY AUDITOR OF YANKTON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF YANKTON COUNTY, SOUTH DAKOTA, ON THIS _____ DAY OF _____, 2025.

COUNTY AUDITOR

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

PLAT OF TRACT 1 AND TRACT 2 OF POTTS ADDITION, IN THE SE1/4 OF SECTION 4, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.

RESOLUTION BY THE CITY COMMISSION

WHEREAS, IT APPEARS THAT THE OWNERS THEREOF HAVE CAUSED A PLAT TO BE MADE OF THE FOLLOWING REAL PROPERTY: TRACT 1 AND TRACT 2 OF POTTS ADDITION, IN THE SE1/4 OF SECTION 4, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA, AND HAVE SUBMITTED SUCH PLAT TO THE CITY COMMISSION OF THE CITY OF YANKTON, SOUTH DAKOTA FOR APPROVAL; AND

WHEREAS, SUCH PLAT HAS BEEN SUBMITTED TO THE PLANNING COMMISSION OF THE CITY OF YANKTON, SOUTH DAKOTA FOR A REPORT AND RECOMMENDATIONS THEREON TO THE CITY COMMISSION AS REQUIRED BY LAW; NOW

THEREFORE BE IT RESOLVED, THAT SUCH PLAT HAS BEEN EXECUTED ACCORDING TO THE LAW AND SAME IS HEREBY APPROVED. THE CITY FINANCE OFFICER IS AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

MAYOR, CITY OF YANKTON, SOUTH DAKOTA

I, _____, CITY FINANCE OFFICER OF THE CITY OF YANKTON, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION PASSED BY THE CITY OF YANKTON, SOUTH DAKOTA, ON THIS _____ DAY OF _____.

CITY FINANCE OFFICER, YANKTON, SOUTH DAKOTA

CERTIFICATE OF STREET AUTHORITY

THERE IS EXISTING ACCESS TO BOTH TRACT 1 AND TRACT 2 FROM COUNTY HWY 366.

DATED THIS _____ DAY OF _____, _____
COUNTY, AUTHORITY REPRESENTATIVE

DIRECTOR OF EQUALIZATION CERTIFICATE

I, _____, DIRECTOR OF EQUALIZATION, YANKTON COUNTY, SOUTH DAKOTA, CERTIFY THAT I HAVE RECEIVED A COPY OF THE FOREGOING PLAT. DATED THIS _____ DAY OF _____, 2025.

DIRECTOR OF EQUALIZATION, YANKTON COUNTY

TREASURER CERTIFICATE

I, _____, TREASURER OF YANKTON COUNTY, SOUTH DAKOTA, CERTIFY THAT ALL TAXES WHICH ARE LIEN UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, HAVE BEEN PAID. DATED THIS _____ DAY OF _____, 2025.

TREASURER, YANKTON COUNTY

REGISTER OF DEEDS CERTIFICATE

I, _____, REGISTER OF DEEDS, YANKTON COUNTY, SOUTH DAKOTA, CERTIFY THAT I HAVE RECEIVED THE ORIGINAL PLAT, FILED FOR RECORD THIS _____ DAY OF _____, 2025, _____ O'CLOCK _____.M., AND DULY RECORDED IN BOOK NO. _____, PAGE _____.

REGISTER OF DEEDS, YANKTON COUNTY

PLAT PERMIT

Longitude

-97.3459909310612

Latitude

42.89615466819354

Permit Number

PLAT2530

Parcel Number

05.004.200.100

Permit Status

Approved Active

Permit Fee

100

Total Due

100

Was fee paid?

Yes

Receipt Number

2117

Application Accepted By

Bill Conkling

Site Plan Checked By

Gary Vetter

Is location in floodplain?

Yes

Existing Zoning

RURAL TRANSITIONAL

Size of the Current Parcel

59

Current Legal Description

NE4 SE4 & S2 SE4 N/RR EXC LT 1 BLK 1 COULSON'S ADDN

Applicant Name

Duane Potts

Applicant Phone

6056658333

Applicant Address

909 Chester Ln Yankton

Applicant Email Address

tcweek@iw.net

Name of the Surveyor / Engineer

Tom Week

Surveyor / Engineer Address

407 Regal Dr, Yankton

Surveyor / Engineer Phone

6056658333

Surveyor / Engineer Email

tcweek@iw.net

Surveyor / Engineer Contact Person

Tom Week

Owner Name

Duane Potts

Owner Phone

6056658333

Owner Address

407 Regal Dr Yankton

Owner Email Address

tcweek@iw.net

Location of Property

Lat: 42.896155 Lon: -97.345991



Powered by Esri

Section Township Range

4-93-55

Tract or Lot Number

Prairie Creek RAnch

Number of Acres Being Platted

68

Addition Name

Potts Addition

How is the Property Currently Being Used

AG

How Will the Property Be Used

AG

Is this Property an Existing Farmstead

No

If a Farmstead, How Many Acres Surround it

0

Has the Plat Been Approved By the City of Yankton

Yes

Is Owner Signature Notarized

Yes

Do you have Signatures and Approval from the Road Authority

Yes

Do you have the County Treasurer's Signature

Yes

Insert Plat Here

PDF

Potts plat.pdf
745.6KB

Applicant Signature

A handwritten signature in black ink, appearing to read "Dan Potts". The signature is written in a cursive style with a horizontal line across the top of the letters.

ApplicantSignature-.jpg

Owner Signature

A handwritten signature in black ink, appearing to read "Sam". The signature is written in a cursive style with a horizontal line across the top of the letters.

OwnerSignature-.jpg

Date of Application Submission

Apr 7, 2025

Yankton County Planning Commission
Yankton County Board of Adjustment

Date filed: 4/9/2025

Applicant

Gall - PLAT

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

☐ LC – Lakeside Commercial ☐ RT-Rural Transitional

Variance needed:

☒ Section 513 (4) – Existing Farmstead/Home ☐ Section 515 ☐ Section 705

☐ Section 715 ☐ Section 805

☐ Other 605

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:

Plat of Kepplinger Tract 1, in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 6, T95N, R57W of the 5th P.M., Yankton County, South Dakota

(Landowners)



SECTION 9

- ## SECTION 10

- | | | |
|---|-----------------|---|
| 1 | GARTZKE, MELVIN | 5 |
|---|-----------------|---|

- ## SECTION 14

- 1 SVEC, DENISE ETAL 9

- ## SECTION 17

- | | | |
|---|------------------|---|
| 1 | PETERSON, GEORGE | 5 |
|---|------------------|---|

2. AUCH, DOUGLAS ETUX 9

1. HILARY, CRAIG ETUX 15

- ## SECTION 25

- | | |
|---------------------------|---|
| 1. SCHANCHE, KENNETH ETUY | 7 |
|---------------------------|---|

- ## SECTION 27

1. LAWRENCE, ROBERT ETUX 9

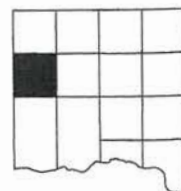
- ## SECTION 28

- | | |
|-------------------------|----|
| 1 MARQUARDT, RALPH ETUX | 11 |
|-------------------------|----|

- ### SECTION 33

- 1 TESCH, WIATT ETUX 5

- ## SECTION 36



[illegible]

Section 6, T95N. R57W

NW 1/4

NE 1/4

SW 1/4

SE 1/4

I, Brian J. Benson, a duly Registered Land Surveyor under the laws of the State of South Dakota, have performed a survey of Kepplinger Tract 1 in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 6, T95N, R57W of the 5th P.M., Yankton County, South Dakota, and the above survey was made by me or under my direct supervision and is true and accurate to the best of my knowledge.

Date _____

- Found Corner (As Noted)
- Set 1/2"x24" Rebar & Cap Stamped "LS 11950"
- ⊗ Computed Corner
- M Measured Distance

Page: 1 of 2

Brian J. Benson
1109 Douglas Ave
Verde, SD 57078
402-860-4332
brand@meridianis.com

402-860-4332
8-mexidiana.com

Plat of Kepplinger Tract 1,
in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter
of Section 6, T95N, R57W of the 5th P.M., Yankton County, South Dakota

Owners Certificate

We, Frederick V. Gall and Tricia Ann Gall, husband and wife, as joint tenants with right of survivorship and not as tenants in common, owners of the South half of the Southwest Quarter and the South half of the Southeast Quarter of Section 6, Township 95 North, Range 57 West of the 5th P.M., Yankton County, South Dakota; that this Plat was made at our request and under our direction for the purpose of defining and describing the property as shown by this plat and shall hereafter be known as Kepplinger Tract 1 in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 6, Township 95 North, Range 57 West of the 5th P.M., Yankton County, South Dakota. The development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations.

Dated this _____ day of _____, 20____.

Frederick V. Gall

Tricia Ann Gall

State of _____)

County of _____)

Be it remembered that on this _____ day of _____, 20____, before me the undersigned, a Notary Public within and for the county and state aforesaid, personally appeared Frederick V. Gall and Tricia Ann Gall, known to me to be the persons who are described in and who executed the within and foregoing instrument and certificate and acknowledged to me that they executed the same.

My commission expires _____

Notary Public

Zoning Administrator

The undersigned, County Zoning Administrator of Yankton County, South Dakota, hereby certifies that this plat has been reviewed by me or my authorized agent in accordance with Section 513 (Farmstead Minimum Lot Requirements) of the Yankton County Subdivision Regulations, and does qualify as a farmstead.

Dated this _____ day of _____, 20____.

Zoning Administrator

Preliminary

Approval of Highway Authority

State of South Dakota County of Yankton

The location of the existing proposed access roads abutting the County or State highway as shown hereon is hereby approved. Any change in the location of the existing or proposed access shall require additional approval.

Highway Authority

County Planning Commission Approval

Approval of the final plan of Kepplinger Tract 1 in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 6, Township 95 North, Range 57 West of the 5th P.M., Yankton County, South Dakota, is hereby granted by the Yankton County Planning Commission on this _____ day of _____, 20____.

Chair, County Planning Commission
Yankton County, South Dakota

County Commission Approval

I hereby certify that the final plan of Kepplinger Tract 1 in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 6, Township 95 North, Range 57 West of the 5th P.M., Yankton County, South Dakota, South Dakota was duly submitted to the Yankton County Board of County Commissioners, and that after due consideration the Board approved said final plan at its meeting held on the _____ day of _____, 20____.

Chairman County Commission
Yankton County, South Dakota

Treasurer Certificate

I, Treasurer of Yankton County, South Dakota, hereby certify that all taxes which are liens upon any land shown in the above plat as shown by the records of my office, have been paid in full.

Treasurer
Yankton County, South Dakota

County Auditor Certificate

I do hereby certify that the above certificate of approval is true and correct including the signature thereon.

Dated this _____ day of _____, 20____.

County Auditor
Yankton County, South Dakota

Register of Deeds

Filed for record this _____ day of _____, 20____, at _____ O'clock _____ M., and recorded in book _____ of plats on page _____.

Register of Deeds
Yankton County, South Dakota

Director of Equalization Certificate

I, the undersigned Director of Equalization of Yankton County, South Dakota, certify that I have received a copy of the foregoing plat.

Dated this _____ day of _____, 20____.

Director of Equalization
Yankton County, South Dakota

Date: 3/18/2025
Job Number: 25012
Drawn by: BB
Page: 2 of 2



PLAT PERMIT

Longitude

-97.62729574077358

Latitude

43.06867281052504

Permit Number

PLAT2527

Parcel Number

15.006.300.200

Permit Status

Approved Active

Permit Fee

100

Total Due

100

Was fee paid?

Yes

Receipt Number

00648131

Application Accepted By

Bill Conkling

Site Plan Checked By

Gary Vetter

Is location in floodplain?

Yes

Existing Zoning

AGRICULTURE

Size of the Current Parcel

78

Current Legal Description

S2 SW4

Applicant Name

Frederick Gall

Applicant Phone

4028604332

Applicant Address

42846 298 ST LESTERVILLE SD 57040

Applicant Email Address

brian@meridianrls.com

Name of the Surveyor / Engineer

Brian Benson

Surveyor / Engineer Address

1109 Douglas Ave, Yankton

Surveyor / Engineer Phone

4028604332

Surveyor / Engineer Email

brian@meridianrls.com

Surveyor / Engineer Contact Person

Brian Benson

Owner Name

Frederick Gall

Owner Phone

4028604332

Owner Address

42846 298 ST LESTERVILLE SD 57040

Owner Email Address

brian@meridianrls.com

Location of Property

Lat: 43.068673 Lon: -97.627296



Powered by Esri

Section Township Range

6-95-57

Tract or Lot Number

Tract 1

Number of Acres Being Platted

3,280

Addition Name

Kepplinger

How is the Property Currently Being Used

AG

How Will the Property Be Used

AG

Is this Property an Existing Farmstead

Yes

If a Farmstead, How Many Acres Surround it

32

Has the Plat Been Approved By the City of Yankton

No

Is Owner Signature Notarized

Yes

Do you have Signatures and Approval from the Road Authority

Yes

Do you have the County Treasurer's Signature

Yes

Insert Plat Here

PDF	25012.pdf
	1.3MB

Applicant Signature

A handwritten signature in black ink, appearing to read "Ferdinand R. M." with a stylized, cursive script.

ApplicantSignature-.jpg

Owner Signature

A handwritten signature in black ink, appearing to read "Sam" in a cursive script.

OwnerSignature-.jpg

Date of Application Submission

Mar 31, 2025

Yankton County Planning Commission
Yankton County Board of Adjustment

Date filed: 4/9/2025

Applicant

Clayton Lee Trust - PLAT

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

☐ LC – Lakeside Commercial ☐ RT-Rural Transitional

Variance needed:

☒ **Section 513 (4) – Existing Farmstead/Home** ☐ Section 515 ☐ Section 705

☐ Section 715 ☐ Section 805

☐ Other 605

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:

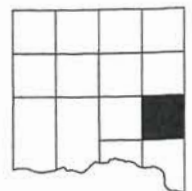
NOTE:

Plat of Lee-Jepsen Tract 1 located in the West half of the Northwest Quarter of Section 15,
T94N, R54W of the 5th P.M., Yankton County, South Dakota



1 ASHTON, HOLLY	12
-----------------	----

FOLKENS, CURTIS 10



Located in the West Half of the Northwest Quarter of Section 15, Township 94 North, Range 54 West of the 5th P.M.,
Yankton County, South Dakota

Meridian
LAND SURVEYING, LLC

Lee - Jepsen Tract 1

Located in the West Half of the Northwest Quarter of Section 15, Township 94 North, Range 54 West of the 5th P.M.,
Yankton County, South Dakota

Owners Certificate

I, Trustee, of the Clayton G. Lee Trust dated January 22, 2015, owner of the West Half of the Northwest Quarter of Section 15, Township 94 North, Range 54 West of the 5th P.M., Yankton County, South Dakota; that this Plat was made at my request and under my direction for the purpose of defining and describing the property as shown by this plat and shall hereafter be known as Lee - Jepsen Tract 1 located in the West Half of the Northwest Quarter of Section 15, Township 94 North, Range 54 West of the 5th P.M., Yankton County, South Dakota. The development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations.

Dated this _____ day of _____, _____

Trustee

State of _____)

County of _____)

Be it remembered that on this _____ day of _____, _____ before me the undersigned, a Notary Public within and for the county and state aforesaid, personally appeared _____, known to me to be the person who is described in and who executed the within and foregoing instrument and certificate and acknowledged to me that they executed the same.

My commission expires _____

Notary Public

Zoning Administrator

The undersigned, County Zoning Administrator of Yankton County, South Dakota, hereby certifies that this plat has been reviewed by me or my authorized agent in accordance with Section 513 (Farmstead Minimum Lot Requirements) of the Yankton County Subdivision Regulations, and does qualify as a farmstead.

Dated this _____ day of _____, 20____.

Zoning Administrator

Approval of Highway Authority

State of South Dakota County of Yankton

The location of the existing proposed access roads abutting the County or State highway as shown hereon is hereby approved. Any change in the location of the existing or proposed access shall require additional approval.

Highway Authority

County Planning Commission Approval

Approval of the final plan of Lee - Jepsen Tract 1 located in the West Half of the Northwest Quarter of Section 15, Township 94 North, Range 54 West of the 5th P.M., Yankton County, South Dakota, is hereby granted by the Yankton County Planning Commission on this _____ day of _____, 20____.

Chair, County Planning Commission
Yankton County, South Dakota

County Commission Approval

I hereby certify that the final plan of Lee - Jepsen Tract 1 located in the West Half of the Northwest Quarter of Section 15, Township 94 North, Range 54 West of the 5th P.M., Yankton County, South Dakota, South Dakota was duly submitted to the Yankton County Board of County Commissioners, and that after due consideration the Board approved said final plan at its meeting held on the _____ day of _____, 20____.

Chairman County Commission
Yankton County, South Dakota

Treasurer Certificate

I, Treasurer of Yankton County, South Dakota, hereby certify that all taxes which are liens upon any land shown in the above plat as shown by the records of my office, have been paid in full.

Treasurer
Yankton County, South Dakota

County Auditor Certificate

I do hereby certify that the above certificate of approval is true and correct including the signature thereon.

Dated this _____ day of _____, 20____.

County Auditor
Yankton County, South Dakota

Director of Equalization Certificate

I, the undersigned Director of Equalization of Yankton County, South Dakota, certify that I have received a copy of the foregoing plat.
Dated this _____ day of _____, _____.

Director of Equalization
Yankton County, South Dakota

Register of Deeds

Filed for record this _____ day of _____, 20____, at _____ O'clock _____ M., and recorded in book _____ of plats on page _____.

Register of Deeds
Yankton County, South Dakota

Preliminary

Date: 3/28/2025

Job Number: 25015

Drawn by: BB

Page: 2 of 2



PLAT PERMIT

Longitude

-97.21618622394578

Latitude

42.963563825734816

Permit Number

PLAT2528

Parcel Number

02.015.400.200

Permit Status

Approved Active

Permit Fee

100

Total Due

100

Was fee paid?

Yes

Receipt Number

cash

Application Accepted By

Bill Conkling

Site Plan Checked By

Gary Vetter

Is location in floodplain?

No

Existing Zoning

AGRICULTURE

Size of the Current Parcel

77

Current Legal Description

W2 NW4 EXC LT H1

Applicant Name

Lee Clayton trust

Applicant Phone

4028604332

Applicant Address

44925 305 ST, Volin

Applicant Email Address

brian@meridianrls.com

Name of the Surveyor / Engineer

Brian Benson

Surveyor / Engineer Address

1109 Douglas Ave, Yankton

Surveyor / Engineer Phone

4028604332

Surveyor / Engineer Email

brian@meridianrls.com

Surveyor / Engineer Contact Person

Brian Benson

Owner Name

Lee Clayton trust

Owner Phone

4028604332

Owner Address

44925 305 ST, Volin

Owner Email Address

brian@meridianrls.com

Location of Property

Lat: 42.963564 Lon: -97.216186



Powered by Esri

Section Township Range

15-94-54

Tract or Lot Number

Jepsen Tract 1

Number of Acres Being Platted

10

Addition Name

Jepsen

How is the Property Currently Being Used

AG

How Will the Property Be Used

AG

Is this Property an Existing Farmstead

Yes

If a Farmstead, How Many Acres Surround it

10

Has the Plat Been Approved By the City of Yankton

No

Is Owner Signature Notarized

Yes

Do you have Signatures and Approval from the Road Authority

Yes

Do you have the County Treasurer's Signature

Yes

Insert Plat Here

PDF	25015.pdf
	1.2MB

Applicant Signature

A handwritten signature in black ink, appearing to read "Clayton J. Smith". The signature is written in a cursive, flowing style with a large initial 'C' and a distinct 'J'.

ApplicantSignature-.jpg

Owner Signature

A handwritten signature in black ink, appearing to read "Sam". The signature is written in a cursive, flowing style with a large initial 'S' and a trailing flourish.

OwnerSignature-.jpg

Date of Application Submission

Mar 31, 2025

Yankton County Planning Commission
Yankton County Board of Adjustment

Date filed: 4/9/2025

Applicant

Arens - PLAT

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

☐ LC – Lakeside Commercial ☐ RT-Rural Transitional

Variance needed:

☒ **Section 513 (4) – Existing Farmstead/Home** ☐ Section 515 ☐ Section 705

☐ Section 715 ☐ Section 805

☐ Other 605

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:

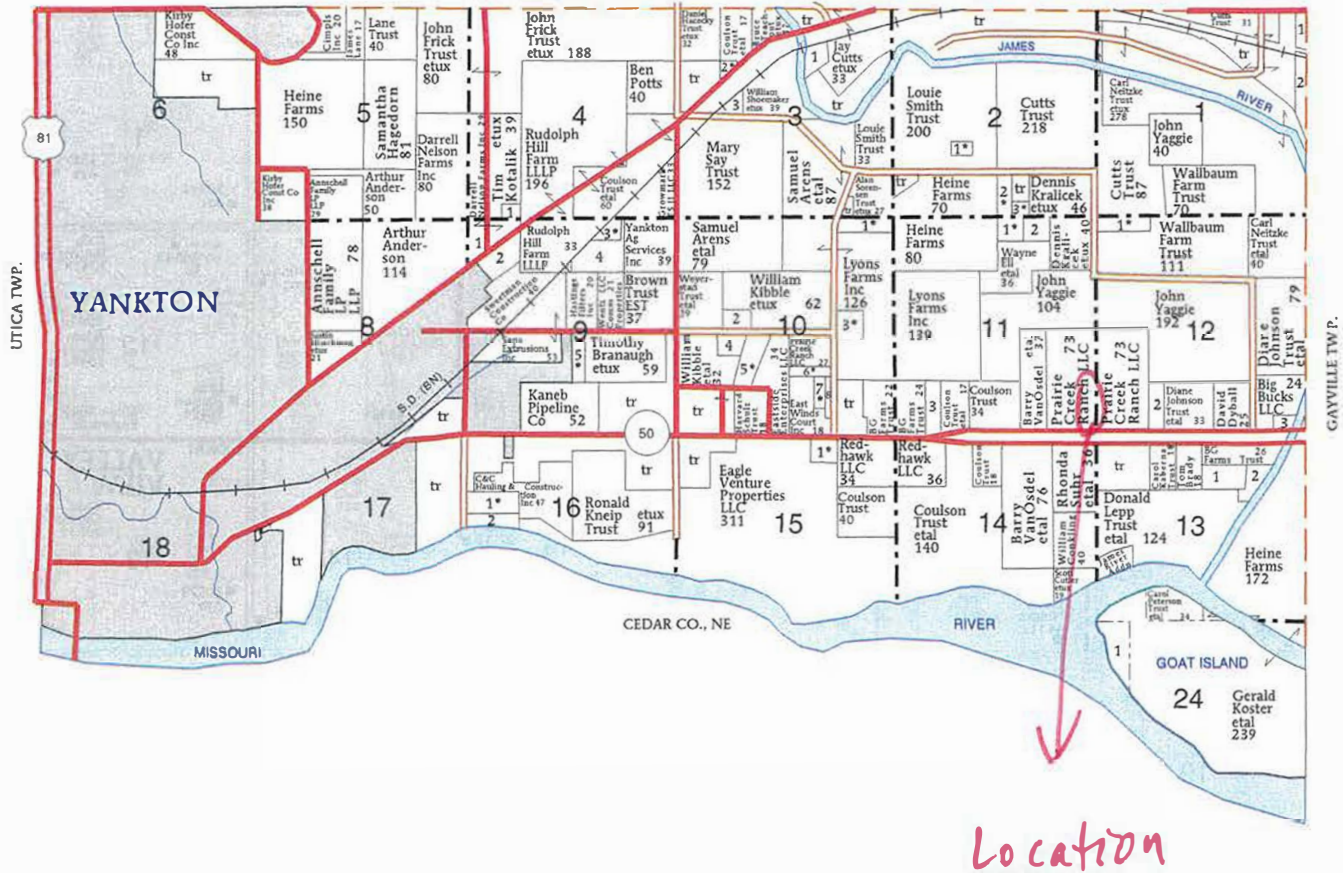
Proposed building size:

Proposed sidewall height:

Affects Section:

NOTE:

Plat of Prairie Creek Ranch, in the E1/2 of the SE1/4 of Section 11, T93N, R55W of the 5th P.M.,
Yankton County, South Dakota

(Landowners)
MISSION HILL 'N' TWP.**MISSION HILL 'S' TOWNSHIP****SECTION 1**

- | | | |
|---|---------------|----|
| 1 | RWH LAND LLC | 6 |
| 2 | NELSON, NANCY | 13 |

SECTION 2

- | | | |
|---|----------------------|----|
| 1 | SPRAKEL, ROBBIE ETUX | 6 |
| 2 | PALECEK, LANCE ETUX | 15 |
| 3 | WILLMAN, DAVID ETUX | 5 |

SECTION 3

- | | | |
|---|------------------------------|---|
| 1 | STATE OF SOUTH DAKOTA | 9 |
| 2 | ANDERSON TRUST, RICHARD ETUX | 9 |
| 3 | LOECKER, REYNOLD | 9 |

SECTION 4

- | | | |
|---|-------------|---|
| 1 | KEEHR, MARK | 6 |
|---|-------------|---|

SECTION 9

- | | | |
|---|-----------------------------|----|
| 1 | KEEHR, MARK | 11 |
| 2 | NORTHWESTERN PUBLIC SERVICE | 15 |
| 3 | EIDE, MARK ETUX | 6 |
| 4 | YANKONTTHRIVE INC | 25 |
| 5 | HOLMSTROM, THOMAS ETUX | 10 |

SECTION 10

- | | | |
|---|-----------------------------|----|
| 1 | MADSON TRUST, CLIFFORD ETUX | 14 |
| 2 | PAYER, W | 14 |
| 3 | READE TRUST, GRANT ETUX | 12 |
| 4 | GOEDEN, JOSEPHINE | 10 |
| 5 | PAULSEN, RALPH ETUX | 13 |
| 6 | BRASEL, ANTHONY ETUX | 6 |
| 7 | TACKLE, DAN ETAL | 7 |
| 8 | TACKLE, DAN | 5 |

SECTION 11

- | | | |
|---|-------------------------|----|
| 1 | JENSEN TRUST, GARY ETUX | 10 |
| 2 | MERKMAN, OARYL | 10 |
| 3 | CONKLING, DANIEL | 12 |

SECTION 12

- | | | |
|---|----------------------|---|
| 1 | KOPEITKA, JEFF ETUX | 8 |
| 2 | KABERNA TRUST, CAROL | 8 |
| 3 | OREESEN, JOANNE | 7 |

SECTION 13

- | | | |
|---|--------------------------------|----|
| 1 | BRADYTREE FARM & LANDSCAPE LLC | 27 |
| 2 | BRADY TRUST | 8 |

SECTION 15

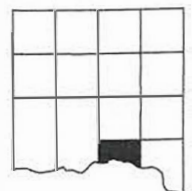
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|---|-------------------|---|
| 1 | HARPER, JOHN ETUX | 8 |
|---|-------------------|---|

SECTION 16

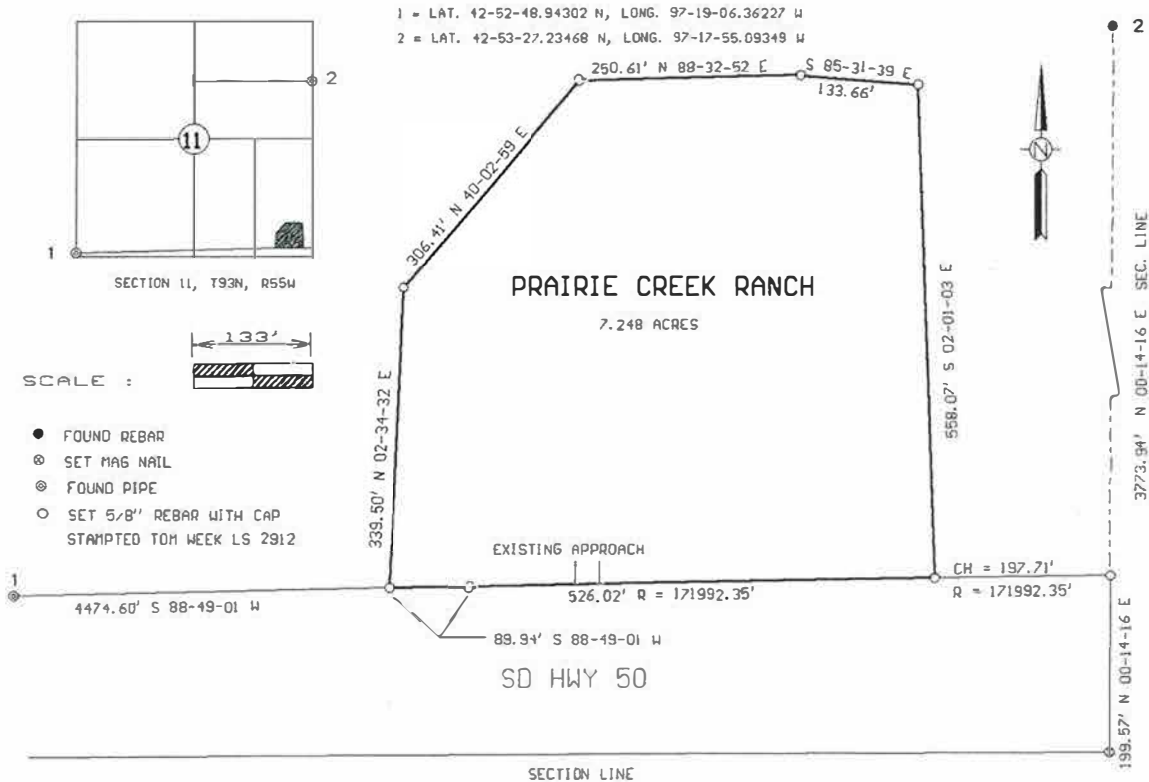
- | | | |
|---|--|----|
| 1 | ZOSS, IVAN ETUX | 12 |
| 2 | NATIONAL FIELD ARCHERY ASSN FOUNDATION | 12 |

SECTION 24

- | | | |
|---|------------------|----|
| 1 | COURTNEY, THOMAS | 15 |
|---|------------------|----|



PLAT OF PRAIRIE CREEK RANCH, IN THE E1/2 OF THE SE1/4 OF SECTION 11,
T93N, R55W OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.



SURVEYORS CERTIFICATE

I, THOMAS LYNN WEEK, REGISTERED LAND SURVEYOR IN YANKTON, SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNER, MADE A SURVEY OF PRAIRIE CREEK RANCH, IN THE E1/2 OF THE SE1/4 OF SECTION 11, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA. I HAVE SET IRON PINS AS SHOWN, AND SAID SURVEY AND PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 2ND. DAY OF APRIL, 2025.

THOMAS LYNN WEEK
REGISTERED LAND SURVEYOR
REG. NO. 2912

OWNERS CERTIFICATE

I, THOMAS ARENS, AS MANAGER OF THE PRAIRIE CREEK RANCH, LLC., DO HEREBY CERTIFY THAT THE PRAIRIE CREEK RANCH, LLC., IS THE ABSOLUTE AND UNQUALIFIED OWNER OF THE ABOVE DESCRIBED PROPERTY: PRAIRIE CREEK RANCH, IN THE E1/2 OF THE SE1/4 OF SECTION 11, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA. THAT THE ABOVE SURVEY AND PLAT WAS MADE AT MY REQUEST AND UNDER MY DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS.

DATED THIS ____ DAY OF ____, 2025.

THOMAS ARENS, MANAGER

STATE OF _____
COUNTY OF _____
ON THIS ____ DAY OF ____, 2025, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED THOMAS ARENS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT HE AS MANAGER, EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SHEET 1 OF 3



PLAT OF PRAIRIE CREEK RANCH, IN THE E1/2 OF THE SE1/4 OF SECTION 11, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.

ZONING ADMINISTRATOR

THE UNDERSIGNED, COUNTY ZONING ADMINISTRATOR OF YANKTON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED BY ME OR MY AUTHORIZED AGENT IN ACCORDANCE WITH SECTION 513 (FARMSTEAD, MINIMUM LOT REQUIREMENTS) OF THE YANKTON COUNTY SUBDIVISION REGULATIONS, AND PRAIRIE CREEK RANCH, IN THE E1/2 OF THE SE1/4 OF SECTION 11, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA, DOES QUALIFY AS A FARMSTEAD.

ZONING ADMINISTRATOR

RESOLUTION OF COUNTY PLANNING COMMISSION

BE IT RESOLVED BY THE YANKTON COUNTY PLANNING COMMISSION, THAT THE ABOVE PLAT REPRESENTING PRAIRIE CREEK RANCH, IN THE E1/2 OF THE SE1/4 OF SECTION 11, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED.

CHAIRMAN, PLANNING COMMISSION

RESOLUTION OF APPROVAL

WHEREAS, IT APPEARS THAT THE OWNER THEREOF HAS CAUSED A PLAT TO BE MADE OF THE FOLLOWING REAL PROPERTY: PRAIRIE CREEK RANCH, IN THE E1/2 OF THE SE1/4 OF SECTION 11, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA, AND HAS SUBMITTED SUCH PLAT TO THE COUNTY COMMISSION OF YANKTON COUNTY, SOUTH DAKOTA FOR APPROVAL. NOW THEREFORE BE IT RESOLVED, THAT SUCH PLAT HAS BEEN EXECUTED ACCORDING TO THE LAW AND SAME IS HEREBY APPROVED. THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

I, _____, COUNTY AUDITOR OF YANKTON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF YANKTON COUNTY, SOUTH DAKOTA, ON THIS ____ DAY OF _____, 2025.

COUNTY AUDITOR

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

RESOLUTION BY THE CITY COMMISSION

WHEREAS, IT APPEARS THAT THE OWNER THEREOF HAS CAUSED A PLAT TO BE MADE OF THE FOLLOWING REAL PROPERTY: PRAIRIE CREEK RANCH, IN THE E1/2 OF THE SE1/4 OF SECTION 11, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA, AND HAS SUBMITTED SUCH PLAT TO THE CITY COMMISSION OF THE CITY OF YANKTON, SOUTH DAKOTA FOR APPROVAL; AND

WHEREAS, SUCH PLAT HAS BEEN SUBMITTED TO THE PLANNING COMMISSION OF THE CITY OF YANKTON, SOUTH DAKOTA FOR A REPORT AND RECOMMENDATIONS THEREON TO THE CITY COMMISSION AS REQUIRED BY LAW; NOW

THEREFORE BE IT RESOLVED, THAT SUCH PLAT HAS BEEN EXECUTED ACCORDING TO THE LAW AND SAME IS HEREBY APPROVED. THE CITY FINANCE OFFICER IS AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

MAYOR, CITY OF YANKTON, SOUTH DAKOTA

I, _____, CITY FINANCE OFFICER OF THE CITY OF YANKTON, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION PASSED BY THE CITY OF YANKTON, SOUTH DAKOTA, ON THIS ____ DAY OF _____.

CITY FINANCE OFFICER, YANKTON, SOUTH DAKOTA

CERTIFICATE OF STREET AUTHORITY

THE EXISTING ACCESS TO PRAIRIE CREEK RANCH FROM SD HWY 50 IS APPROVED.

DATED THIS ____ DAY OF _____, _____.

STATE AUTHORITY, REPRESENTATIVE

PLAT OF PRAIRIE CREEK RANCH, IN THE E1/2 OF THE SE1/4 OF SECTION 11, T93N, R55W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.

DIRECTOR OF EQUALIZATION CERTIFICATE

I, _____, DIRECTOR OF EQUALIZATION, YANKTON COUNTY, SOUTH DAKOTA, CERTIFY THAT I HAVE RECEIVED A COPY OF THE FOREGOING PLAT. DATED THIS _____ DAY OF _____, 2025.

DIRECTOR OF EQUALIZATION, YANKTON COUNTY

TREASURER CERTIFICATE

I, _____, TREASURER OF YANKTON COUNTY, SOUTH DAKOTA, CERTIFY THAT ALL TAXES WHICH ARE LIEN UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, HAVE BEEN PAID. DATED THIS _____ DAY OF _____, 2025.

TREASURER, YANKTON COUNTY

REGISTER OF DEEDS CERTIFICATE

I, _____, REGISTER OF DEEDS, YANKTON COUNTY, SOUTH DAKOTA, CERTIFY THAT I HAVE RECEIVED THE ORIGINAL PLAT, FILED FOR RECORD THIS _____ DAY OF _____, 2025, _____ O'CLOCK _____ M., AND DULY RECORDED IN BOOK NO. _____, PAGE _____.

REGISTER OF DEEDS, YANKTON COUNTY

PLAT PERMIT

Longitude

-97.30053019214948

Latitude

42.88127212080934

Permit Number

PLAT2529

Parcel Number

05.011.200.100

Permit Status

Approved Active

Permit Fee

100

Total Due

100

Was fee paid?

Yes

Receipt Number

3728

Application Accepted By

Bill Conkling

Site Plan Checked By

Gary Vetter

Is location in floodplain?

Yes

Existing Zoning

AGRICULTURE

Size of the Current Parcel

73

Current Legal Description

E2 SE4

Applicant Name

Thomas Arens

Applicant Phone

6056658333

Applicant Address

4408 Broadway Ave Yankton

Applicant Email Address

tcweek@iw.net

Name of the Surveyor / Engineer

Tom Week

Surveyor / Engineer Address

407 Regal Dr, Yankton

Surveyor / Engineer Phone

6056658333

Surveyor / Engineer Email

tcweek@iw.net

Surveyor / Engineer Contact Person

Tom Week

Owner Name

Thomas Arens

Owner Phone

6056658333

Owner Address

4408 Broadway Ave Yankton

Owner Email Address

tcweek@iw.net

Location of Property

Lat: 42.881272 Lon: -97.30053



Powered by Esri

Section Township Range

11-93-55

Tract or Lot Number

Prairie Creek RAnch

Number of Acres Being Platted

7

Addition Name

Prairie Creek Ranch

How is the Property Currently Being Used

AG

How Will the Property Be Used

AG

Is this Property an Existing Farmstead

Yes

If a Farmstead, How Many Acres Surround it

7

Has the Plat Been Approved By the City of Yankton

Yes

Is Owner Signature Notarized

Yes

Do you have Signatures and Approval from the Road Authority

Yes

Do you have the County Treasurer's Signature

Yes

Insert Plat Here

PDF PLAT-.pdf
728KB

Applicant Signature

A handwritten signature in black ink, appearing to read "Tom Dun". The signature is written in a cursive style with a large initial "T" and "D".

ApplicantSignature-.jpg

Owner Signature

A handwritten signature in black ink, appearing to read "Dun". The signature is written in a cursive style with a large initial "D".

OwnerSignature-.jpg

Date of Application Submission

Apr 4, 2025

**MUTUAL AID AGREEMENT
FOR THE
INTERCOUNTY SHARING OF RESOURCES
DURING EMERGENCIES OR DISASTERS WITHIN THE SOUTH DAKOTA
OFFICE OF EMERGENCY MANAGEMENT'S REGION 6**

This Mutual Aid Agreement (hereinafter referred to as the “Agreement”) is hereby made and entered into as of the date of the last signature below, by and between all counties inclusive of South Dakota Office of Emergency Management's Region 6 (hereinafter referred to as the “Parties”) which have duly adopted this Agreement.

WITNESSETH:

WHEREAS, the Parties hereto, acting by and through their respective emergency management director, have determined it is to the mutual advantage and benefit of the Parties to provide uniform provisions to assist each other in jointly and cooperatively exercising their powers and sharing resources in order to preserve the public health, safety and welfare before a state of emergency or disaster has been declared by the Governor of this state, and to establish protocol and a uniform method of obtaining assistance and reimbursement in these circumstances, and

WHEREAS, pursuant to South Dakota Codified Law Chapters 1-24 and 34-48 and the Constitution of the State of South Dakota Article IX Section 3, the Parties hereto have the authority to enter into this Agreement, and

WHEREAS, the governing body of each of the Parties hereto has duly authorized and adopted this Agreement,

NOW THEREFORE, for and in consideration of the mutual covenants hereto contained, the Parties hereby agree with each other and their successors to the terms and conditions set forth herein:

**I.
PARTIES**

The Parties to this Agreement shall be:

- a. The Counties of Aurora, Beadle, Bon Homme, Brookings, Davison, Hanson, Hutchinson, Kingsbury, Miner, Sanborn, and Yankton political subdivisions of the State of South Dakota as geographically defined pursuant to the provisions of SDCL Chapter 7-1 and collectively referred to in the South Dakota Emergency Operations Plan as Region 6.
- b. When all of the adopting counties are referred to collectively, the term “Parties” shall be used.

II.

RESOURCES

If a county which is a Party to this Agreement is unable to preserve the public health, safety and welfare alone, or does not have the resources or equipment necessary to carry out its duties and is in need of assistance (hereinafter “Requesting County”), another county which is a Party to this Agreement may provide resources in the form of manpower, equipment, expertise and/or supplies (hereinafter “ Responding County”) upon request of the Requesting County.

III.

COMMAND AND CONTROL

The Incident Command System (ICS) as prescribed by the National Incident Management System (NIMS) shall be utilized by the Requesting County for the management of the incident to which the requested resources will be assigned. The Requesting County shall designate an officer in charge (hereinafter “ Incident Commander”) who will provide supervision, direction, and assignments to resources assigned to the incident from both the Requesting County and Responding County in accordance with NIMS/US doctrine. The mutual aid resources provided by the Responding County shall be under the direction and control of the Incident Commander until officially released by the Incident Commander or recalled by the Responding County.

IV.

RECALL OR DEMOBILIZATION OF RESOURCES

All resources provided by the Responding County shall remain under the direction and control of the Incident Commander until such time as:

- a. They are officially released and demobilized by the Incident Commander, or
- b. They are officially recalled by the Responding County.

It shall be the responsibility of the Incident Commander to release mutual aid resources as soon as possible or immediately upon notification that the resources are needed in their primary jurisdiction. If the Incident Commander does not immediately release the provided resources upon request of the Responding County, the Responding County may, at its sole discretion, recall the provided resources back to the Responding County. No liability to the Responding County shall result by the Responding County's recall of provided resources.

V.

DUTIES OF REQUESTING COUNTY

The county Emergency Management director or a county official, authorized to represent the Requesting County, shall verbally ask for the assistance of the Responding County, shall determine the amount, type, and duration of resources being requested, and shall provide the

location for the delivery of requested resources along with the contact information for an individual responsible for the receipt of requested resources. In accordance with NIMS, Federal Emergency Management Agency (FEMA) and/or National Wildfire Coordinating Group (NWCG) resource typing definitions and job titles/position qualifications will be referenced when possible. At the discretion of the Responding County, a written resource request may be required following the verbal request and shall contain reasonable information pertaining to the resource request as stipulated by the Responding County.

VI.

DUTY OF RESPONDING COUNTY

The Responding County will provide the requested resources unless doing so would, at the sole discretion of the Responding County, leave inadequate resources to preserve the public health, safety and welfare of the citizens of the Responding County. The Responding County shall promptly notify the Requesting County if it is unwilling or unable to provide the requested resources to the Requesting County.

VII.

LIABILITY

The Responding County shall not be responsible or liable for any loss which may result from its failure to respond, or respond promptly, to a mutual aid request. The Parties agree that their respective exposure to civil liability is limited to the provisions of SDCL § 34-48-9. By entering this Agreement, the Parties do not waive or abrogate their sovereign immunity, or any statutory immunity provided by law. The Parties agree to indemnify and hold one another, including their officers, agents and employees, harmless from and against all claims, suits, actions, loss, injury, damages or expenses arising out of, and caused by the willful misconduct or gross negligence of any Party or individual in the requesting of services, supervision of resources and/or providing of resources and services as contemplated in this Agreement.

VIII.

EQUIPMENT

The Parties agree that they shall maintain reasonable and prudent diligence in keeping emergency equipment in their possession and agree that this Agreement does not relieve any of the Parties from the necessity and obligation of providing adequate resources within their own jurisdictions. The Parties will reasonably keep their equipment at minimum standards of repair. In the event the Responding County only provides equipment to the Requesting County, the Requesting County will reasonably maintain the equipment and safely return it to the Responding County in substantially the same condition as when received.

IX. INSURANCE

Each Party shall provide workers compensation coverage on its own employees/workers and maintain its own liability, vehicle and property coverage insurance. Liability coverage for law enforcement officers responding to mutual aid requests shall comply with the provisions of SDCL § 34-48-11.

X. REIMBURSEMENT

As the concept of mutual aid implies reciprocal assistance during times of need, it is the intent of this Agreement that the Responding County will not bill the Requesting County for any charges incurred within the first operational period which shall be limited in duration to no longer than 72 (seventy-two) hours with the exceptions of damage incurred to equipment due to negligent orders or inappropriate use of responding resources by the Requesting County and expendable items requiring replenishment for operation (such as fuel for equipment).

Expenses incurred after the first operating period, which shall include, but not necessarily be limited to, salary and benefits, fuel and oil, incidental repairs, room and board, equipment time, and supplies, may be billed to the Requesting County by the Responding County. If volunteer labor is utilized to fulfill the resource request and/or in the absence of established equipment time rates for equipment provided in fulfillment of the resource request, current FEMA equipment reimbursement rates and current Administratively Determined Pay Plan for Emergency Workers (AD) rates consistent with those ordinarily performing the work in the same labor market may be used to calculate costs incurred by the Responding County. If the Responding County chooses to bill the Requesting County for costs incurred after the initial operating period, the Responding County shall send an itemized bill of the expenses incurred to the Requesting County within 90 days after providing the services. The Requesting County shall process the request for reimbursement and provide payment according to its ordinary vouchering process. Wages, pension, workers compensation, and other service rights and benefits for law enforcement officers responding to requests for assistance shall comply with the provisions of SDCL § 34-48- 12.

XI. DECLARATION OF EMERGENCY

In the event that a state of emergency is declared by the Governor of any state which impacts the services which are being provided under this Agreement, the protocol and delegation of duties provided for herein shall be superseded by the provisions of SDCL Chapter 34-48A.

XII.

SEPARATE AGREEMENTS

Any joint powers agreements or contracts previously entered into directly by and between any public agencies which are also Parties to this Agreement shall take precedence over this Agreement and be deemed controlling unless said separate agreement provides otherwise or is terminated.

XIII.

ADMINISTRATION

The Regional Vice President of the South Dakota Emergency Manager's Association (SDEMA) Region 6 shall be deemed the administrator of this Agreement. Their purpose is to keep track of the entities participating in this Agreement. He/she shall ensure that this Agreement is reviewed annually at one of the SDEMA Region 6 quarterly meetings.

XIV.

DURATION OF AGREEMENT

This Agreement shall be perpetual. If a Party wishes to terminate its participation in this Agreement, the governing body of the withdrawing Party shall provide a thirty-day written notice to each of the other Parties and pass a motion withdrawing from the Agreement. Thereafter, such withdrawing Party shall no longer be party to this Agreement, but this Agreement shall continue in force among the remaining Parties. Any withdrawing Party shall be liable for applicable costs and expenses incurred by another Party and subject to reimbursement by this Agreement up to the effective date of withdrawal.

SIGNATURE PAGE (1 of 11)

IN WITNESS WHEREOF the Parties agree and do now set their hands and seals in
Execution of this Agreement as of the date(s) signed below:

AURORA COUNTY

Signature

Printed Name

Title/Position

Date

ATTEST: _____

Printed Name

Title/Position

(SEAL)

SIGNATURE PAGE (2 of 11)

IN WITNESS WHEREOF the Parties agree and do now set their hands and seals in
Execution of this Agreement as of the date(s) signed below:

BEADLE COUNTY

Signature

Printed Name

Title/Position

Date

ATTEST: _____

Printed Name

Title/Position

(SEAL)

SIGNATURE PAGE (3 of 11)

IN WITNESS WHEREOF the Parties agree and do now set their hands and seals in
Execution of this Agreement as of the date(s) signed below:

BON HOMME COUNTY

Signature

Printed Name

Title/Position

Date

ATTEST: _____

Printed Name

Title/Position

(SEAL)

SIGNATURE PAGE (4 of 11)

IN WITNESS WHEREOF the Parties agree and do now set their hands and seals in
Execution of this Agreement as of the date(s) signed below:

BROOKINGS COUNTY

Signature

Printed Name

Title/Position

Date

ATTEST: _____

Printed Name

Title/Position

(SEAL)

SIGNATURE PAGE (5 of 11)

IN WITNESS WHEREOF the Parties agree and do now set their hands and seals in
Execution of this Agreement as of the date(s) signed below:

DAVISON COUNTY

Signature

Printed Name

Title/Position

Date

ATTEST: _____

Printed Name

Title/Position

(SEAL)

SIGNATURE PAGE (6 of 11)

IN WITNESS WHEREOF the Parties agree and do now set their hands and seals in
Execution of this Agreement as of the date(s) signed below:

HANSON COUNTY

Signature

Printed Name

Title/Position

Date

ATTEST: _____

Printed Name

Title/Position

(SEAL)

SIGNATURE PAGE (7 of 11)

IN WITNESS WHEREOF the Parties agree and do now set their hands and seals in
Execution of this Agreement as of the date(s) signed below:

HUTCHINSON COUNTY

Signature

Printed Name

Title/Position

Date

ATTEST: _____

Printed Name

Title/Position

(SEAL)

SIGNATURE PAGE (8 of 11)

IN WITNESS WHEREOF the Parties agree and do now set their hands and seals in
Execution of this Agreement as of the date(s) signed below:

KINGSBURY COUNTY

Signature

Printed Name

Title/Position

Date

ATTEST: _____

Printed Name

Title/Position

(SEAL)

SIGNATURE PAGE (9 of 11)

IN WITNESS WHEREOF the Parties agree and do now set their hands and seals in
Execution of this Agreement as of the date(s) signed below:

MINER COUNTY

Signature

Printed Name

Title/Position

Date

ATTEST: _____

Printed Name

Title/Position

(SEAL)

SIGNATURE PAGE (10 of 11)

IN WITNESS WHEREOF the Parties agree and do now set their hands and seals in
Execution of this Agreement as of the date(s) signed below:

SANBORN COUNTY

Signature

Printed Name

Title/Position

Date

ATTEST: _____

Printed Name

Title/Position

(SEAL)

SIGNATURE PAGE (11 of 11)

IN WITNESS WHEREOF the Parties agree and do now set their hands and seals in
Execution of this Agreement as of the date(s) signed below:

YANKTON COUNTY

Signature

Printed Name

Title/Position

Date

ATTEST: _____

Printed Name

Title/Position

(SEAL)

MEMORANDUM OF UNDERSTANDING
Between
DAKOTA STATE UNIVERSITY
and
YANKTON COUNTY

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Dakota State University, Madison, South Dakota (“DSU”) and Yankton County (“COUNTY”), a political subdivision of the State of South Dakota, on this 6th day of May 2025.

WHEREAS, during the 2024 South Dakota Legislative Session, Senate Bill 187 (SB 187) was enacted which appropriated \$7,000,000 to the Office of the Attorney General (“OAG”) for the purpose of creating a cybersecurity initiative for counties and municipalities throughout the State of South Dakota; and

WHEREAS, DSU operates Madison Cyber Labs ("MadLabs"), which focuses on education, research, and cybersecurity development, including initiatives that help counties and municipalities mitigate cybersecurity risks; and

WHEREAS, DSU, in partnership with the OAG, created the SecureSD Cybersecurity for Counties and municipalities to strengthen cybersecurity resilience among counties and municipalities in South Dakota; and

WHEREAS, DSU, in partnership with the OAG, seeks to protect and enhance the cybersecurity posture of South Dakota’s counties and municipalities by leveraging SecureSD resources effectively; and

WHEREAS, COUNTY acknowledges the importance of cybersecurity mitigation and agrees to participate in SecureSD by providing the necessary cooperation, engagement, and local implementation efforts required to enhance security.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and the joint and mutual responsibilities flowing to each party as outlined in this Memorandum of Understanding, the parties agree:

1. PURPOSE

This Memorandum of Understanding (MOU) is undertaken by and between DSU and COUNTY to protect and enhance the cybersecurity posture of South Dakota’s counties and municipalities through the SecureSD Program. SecureSD is designed to support counties and municipalities by providing technical mitigation assistance to reduce cybersecurity risks, delivering training and awareness programs for municipal and county staff, and enhancing cybersecurity resilience through the implementation of best practices and security tools through a secure email system.

2. FUNDING

- A. SecureSD is funded by the appropriation established by SB 187 during the 2024 legislative session. The COUNTY acknowledges that SecureSD does not provide direct financial payments for cybersecurity efforts, nor does SecureSD offer direct financial aid. As such, no direct financial payments will be made to COUNTY under this MOU.
- B. Nothing in the MOU may be construed as, or may be relied on, as a future promise or commitment to providing any future funding, services, or support.

3. DSU RESPONSIBILITIES

- A. Implementation of SecureSD
 - 1. Oversee and implement cybersecurity mitigation and email strategies for counties or municipalities.
 - 2. Engage with managed service providers (“MSPs”) to determine appropriate scopes of work, perform work, and/or review work as needed, based on DSU’s recommendation.
 - 3. Deploy technical resources to support and enhance cybersecurity defenses.
 - 4. Provide cybersecurity education and training for municipalities and counties on an as needed basis in the sole discretion of DSU.
- B. Compliance and Reporting
 - 1. Maintain records showing:
 - a. The counties and municipalities participating or planning to participate in this initiative.
 - b. Completed and planned cybersecurity improvements for each participating local government.
 - c. Current and expected expenses for each improvement, including the cost related to SB 187.
 - d. Expected timeframes for completing the improvements.
 - e. Monthly reports including activities conducted, detailed financial information, and all information necessary to justify approval of vouchers submitted for payment.
 - 2. Provide all necessary updates and reports to the OAG and request all necessary prior authorizations according to the tenor of the agreement between DSU and the OAG dated August 26, 2024.

4. RESPONSIBILITIES OF COUNTY

- A. COUNTY agrees to obtain a security assessment either through Project Boundary Fence or through a private vendor which is at least as technically comprehensive as the assessment conducted through Project Boundary Fence.

B. Engagement and Participation

1. Actively participate in SecureSD initiatives, including mitigation activities and training.
2. Designate a single point of contact for communication between COUNTY, DSU, and the OAG.

C. Implementation, Maintenance, and Ownership

1. Actively participate with selected MSP and DSU to facilitate implementation of cybersecurity measures set forth in the scope of work approved by DSU and COUNTY.
2. Provide reasonable cyber and physical access to city/county/municipality facilities to the selected MSP and DSU personnel to implement the approved cybersecurity measures and to DSU upon completion to ensure the scope of work was properly implemented and in good working order.
3. Provide reasonable access to OAG for oversight purposes to ensure that any hardware purchased pursuant to the scope of work, if any, is implemented and in use.
4. COUNTY is aware and understands:
 - a. The funds appropriated pursuant to SB 187 of 2024 are one-time funds.
 - b. As such, any hardware, licenses, or software purchased or implemented as part of the scope of work becomes the sole property of the county/municipality and the MSP, DSU, and the OAG has no ongoing responsibility for any further improvements, ongoing licensing, maintenance, or upkeep of the installed improvements.
 - c. There is no expectation, promise, or guarantee of any future funding to address cybersecurity risks through SecureSD or otherwise.
 - d. SecureSD does not and will not provide any direct financial compensation, reimbursements, or direct payments of any kind to the COUNTY.

5. **MISCELLANEOUS PROVISIONS**

A. Confidentiality

1. DSU hereby acknowledges that any and all technical details including access information, technical data, and any personally identifiable information (“PII”) housed on or accessible through the COUNTY systems is deemed “Confidential Information” and may not be shared

among or between any other participant in this initiative, or to any third party except the selected MSP and the OAG as may be required.

2. DSU will limit access to COUNTY cybersecurity data to authorized personnel only.

B. Effective Period, Modification, and Termination

1. Effective Period of MOU: This MOU shall become effective upon the date last signed below. This MOU shall remain in effect for a period of three (3) years from the effective date unless sooner terminated pursuant to the terms set forth herein.
2. Modification of MOU: This MOU may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
3. Termination of MOU: Either party may terminate this MOU upon thirty (30) days written notice. The termination shall be effective thirty (30) calendar days from the date of such notice, or at a later date agreed upon by the parties, so long as such date does not exceed the date of termination of this MOU.

C. Notices

1. Any notice or other communication required under this MOU shall be in writing and sent to the email address set forth below. Notices shall be given by and to:

For SecureSD: Dakota State University
 820 N Washington Ave
 Madison, SD 57042
 Name: Mike Waldner
 Title: Director of SecureSD
 Email: mike.waldner@dsu.edu

For County: Yankton County
 321 W 3rd, Suite 100
 Yankton, SD 57078
 Name: Ryan Heine
 Title: Commissioner
 Email: RyanH@co.yankton.sd.us

2. Notices or communications to or between the parties shall be deemed to have been delivered one business day after the time at which it was sent if receipt is confirmed by the recipient.

D. Joint Powers

This MOU is not a Joint Powers Agreement or cooperative action agreement pursuant to SDCL Ch. 1-24, and it does not establish a separate legal entity under SDCL 1-24-4(2) or create a joint administrator or governing board, as contemplated by SDCL 1-24-5. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used.

E. Governing Law and Venue

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

F. Limitation Of Liability

In no event shall any party be liable to another party for any indirect, incidental, consequential, special, punitive, exemplary, or extra-contractual damages of any kind whatsoever arising from or connected with this MOU, including, but not limited to, lost profits, lost revenues, or loss of business, regardless of legal theory, whether or not foreseeable, even if either party has been advised of the possibility or probability of such damages and even if the remedies otherwise provided by this agreement fail of their essential purpose.

In Witness Whereof, the parties signify their agreement effective the date below last written by the signatures affixed below.

DAKOTA STATE UNIVERSITY

By: _____
Ashley Podhradsky
VP Research and Economic Development
Date: _____

DSU Director of SecureSD _____ (Initial) Date: _____
DSU VP for Businesses & Admin Services _____ (Initial) Date: _____
DSU Director of Budget & Grants/Contracts _____ (Initial) Date: _____

YANKTON COUNTY

By: _____
Commission, Chair
Date: _____

ATTEST:

By: _____
Patty Hojem, Auditor

YANKTON COUNTY CONSOLIDATED BOARD OF EQUALIZATION

April 22, 2025

The 2025 Yankton County Consolidated Board of Equalization was called to order by County Commission Chairman John Marquardt at 9:30 am on Tuesday, April 22, 2025 in the Commission Chambers at the County Government Center. The Pledge of Allegiance was recited.

Roll call was taken with the following members: Mike Villanueva; Bridget Benson and Ben Brunick -- representatives of the City of Yankton; Sarah Carda -- representative of the Yankton Public School District; Dan Klimisch and John Marquardt -- representatives of Yankton County from the Yankton County Board of Commissioner. Absent: Wanda Howey-Fox, Don Kettering and Ryan Heine.

Also present were the following Yankton County staff members Director of Equalization Michelle Goeken, Appraisers Andrea Wright, Zachary Waiter, Charles Richardson and Jeanne Drury.

Representative Carda will abstain from voting on the Yankton Thrive Inc application. There were no conflicts from the rest of the board.

A motion was made by Klimisch and seconded by Brunick to approve the meeting agenda. All present voted aye; motion carried, 6-0.

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

Commissioner Heine joined the meeting.

The following appeals were introduced and acted upon:

Wanda Howey-Fox, Lot 24 NE BLK, East Yankton, Yankton, SD.

Parcel #78.180.004.240

Current value: **NAD (land) \$9,700/NAD1 \$116,700**

Assessor's Recommendation: **NAD No change/NAD1 No change**

A motion was made by Klimisch and seconded by Carda for a valuation of \$110,300 on NAD1. Roll call vote was taken with Klimisch and Marquardt voted aye; Heine, Villanueva, Benson, Brunick and Carda voted nay; motion failed, 5-2.

A motion was made by Brunick and Benson to accept the Assessor's valuation recommendation on the above referenced property. Roll call vote was taken with Brunick, Benson, Heine, Villanueva and Klimisch voted aye; Marquardt voted nay; motion carried, 6-1.

Heatherly, Sandra & Karla (Heatherly) Welty, Lts 9 & 10 Wheeler & Ellerman Addition, Yankton, SD.

Parcel #78.910.018.100

Current value: **NADO (land) \$19,700/NAD10 \$278,000**

Assessor's Recommendation: **NADO No change/NAD10 No Change**

A motion was made by Heine and seconded by Villanueva to accept the Assessor's valuation recommendation on the above referenced property. Roll call vote Heine, Villanueva, Klimisch Benson, Brunick, Carda and Marquardt voting aye; motion carried. 7-0.

Yankton Thrive Inc., Lt 1 Blk 9 Garden Estates, Yankton, SD.

Parcel #78.267.009.010

Current value: **NAD (land) \$0**

Assessor's Recommendation: **NAD \$28,700**

A motion was made by Klimisch and seconded by Heine to accept the Assessor's valuation recommendation on the above referenced property. Klimisch, Heine, Benson, Brunick, Villanueva and Marquardt voted aye; Carda abstained motion carried. 6-0.

John P. Blackburn, Lt 3 Blk 84 B C Fowler's Addition, Yankton, SD.

Parcel #78.240.084.030

Current value: **NAD (land) \$9,700/NAD1 \$127,100**

Assessor's Recommendation: **NAD No change/NAD1 \$116,500**

A motion was made by Klimisch and seconded by Heine to accept the Assessor's valuation recommendation on the above referenced property. All present voted aye; motion carried. 7-0.

David & Sarah Carda, Tract A Exc N153.13' Blk 1 Hillcrest East, Yankton, SD.

Parcel #78.355.001.001

Current value: **NAD (land) \$96,100/NAD1 \$739,300**

Assessor's Recommendation: **NAD No change/NAD1 \$554,400**

A motion was made by Heine and seconded by Klimisch to accept the Assessor's valuation recommendation on the above referenced property. Heine, Klimisch, Benson, Brunick, Villanueva and Marquardt voted aye; Carda abstained motion carried. 6-0.

Multi-Center Investments, Lts 2-7 Pyncheon's Addition, Yankton, SD.

Parcel #78.650.002.010

Current value: **NADC (land) \$719,900 NADC2 \$2,787,400**

Assessor's Recommendation: **NAD No change/NAD10 \$1,380,100**

A motion was made by Brunick and seconded by Heine to accept the Assessor's valuation recommendation on the above referenced property. All present voted aye; motion carried. 7-0.

John P. Blackburn, Lts 1-3 Blk 9 Taylor & Sargent's Addition, Yankton, SD.

Parcel #78.760.009.030

Current value: **NAD (land) \$19,800/NAD1 \$130,000**

Assessor's Recommendation: **NAD No change/NAD1 \$126,900**

A motion was made by Klimisch and seconded by Heine to accept the Assessor's valuation recommendation on the above referenced property. All present voted aye; motion carried. 7-0.

Roger Lyle, Lt 17 Exc N34' E84' Blk 74 Todd's Addition, Yankton, SD.

Parcel #78.790.074.180

Current value: **NAD (land) \$16,900/NAD1 \$50,500**

Assessor's Recommendation: **NAD No change/NAD1 \$0**

A motion was made by Villanueva and seconded by Klimisch to accept the Assessor's valuation recommendation on the above referenced property. All present voted aye; motion carried. 7-0.

Brett & Connie Casanova, Lt 5 Blk 5 Tramp's Addition, Yankton, SD

Parcel #78.817.005.005

Current value: **NADO (land) \$23,000/NAD10 \$225,500**

Assessor's Recommendation: **NADO No change/NAD10 \$209,000**

A motion was made by Klimisch and seconded by Brunick to accept the Assessor's valuation recommendation on the above referenced property. All present voted aye; motion carried. 7-0.

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

A motion was made by Klimisch and seconded by Heine to adjourn as Consolidated Board of Equalization. All present voted aye; motion carried, 7-0.

John Marquardt, Chairman
County Board of Equalization

ATTEST:
Patty Hojem, Auditor

YANKTON COUNTY BOARD OF EQUALIZATION
April 22, 2025

The County Board of Equalization meeting was called to order by Chairman Marquardt on Tuesday, April 22, 2025.

Roll call was taken with the following Commissioners present: Dan Klimisch, Ryan Heine, and John Marquardt.

Also present were the following Yankton County staff members Director of Equalization Michelle Goeken, Appraisers Andrea Wright, Zachary Waiter, Charles Richardson and Jeane Drury.

There were no conflicts from the board.

A motion was made by Klimisch and seconded by Heine to approve the meeting agenda. All present voted aye; motion carried, 3-0.

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

The following appeals were acted upon:

Michael & Karla Campbell, Lt 75 Crestview Homes S/D 09-93-56, Yankton, SD.

Parcel #01.012.300.240

Current value: **NACO \$43,500/NAC10 \$510,700**

Assessor's Recommendation: **NACO No Change/NAC10 No Change**

A motion was made by Klimisch and seconded by Heine to accept the Assessor's valuation recommendation on the above referenced property. All present voted aye; motion carried, 3-0.

William Wysuph, Parcel A E2 SW, Yankton, SD.

Parcel #09.010.300.110

Current value: **NACO \$85,000/NAC10 \$154,900**

Assessor's Recommendation: **NACO No Change/NAC10 No Change**

A motion was made by Heine and seconded by Klimisch to accept the Assessor's valuation recommendation on the above referenced property. All present voted aye; motion carried, 3-0.

Alison Brown, S60' Lts 13 & 14 Blk 4 Original Town, Gayville, SD.

Parcel #31.100.004.165

Current value: **NACO \$3,400/NAC10 \$245,600**

Assessor's Recommendation: **NACO No Change/NAC10 No Change**

A motion was made by Kettering and seconded by Heine for a valuation of \$236,300 on NAD10 on the above referenced property All present voted aye; motion carried, 3-0.

Monte Goeden Lt 4 Blk 2 Marina Dell Estates S/D, Yankton, SD.

Parcel #09.008.200.354

Current value: **NACO \$22,900/NAC10 \$95,000**

Assessor's Recommendation: **NACO No Change/NAC10 \$108,100**

A motion was made by Klimisch and seconded by Heine to accept the Assessor's valuation recommendation on the above referenced property. All present voted aye; motion carried, 3 -0.

Hastings Filters Inc., Lt 2 Blk 2 Foss's 2nd Addition, Yankton, SD.

Parcel #05.009.100.305

Current value: **NACO \$99,500/NAC10 \$8,826,800**

Assessor's Recommendation: **NACO 99,300/NAC10 No Change**

A motion was made by Kettering and seconded by Fox to accept the Assessor's valuation recommendation on the above referenced property. All present voted aye; motion carried, 3-0.

Bradley Bohnet Ranch 10 Ranch Estates, Yankton, SD.

Parcel #09.004.400.312

Current value: **NACO \$28,800/NAC10 \$400,600**

Assessor's Recommendation: **NACO No Change/NAC10 \$392,600**

Public Cemetery 14.011.400.150, **Roman Catholic Church of St. Wenceslaus** 14.033.200.420, **St John the Baptist Church of Lesterville** 15.021.100.450, **Civil Cemetery Association** 15.029.200.150, **Our Savior’s Evangelical Lutheran Church of Yankton** 16.004.300.111, **Our Savior’s Lutheran Congregation** 16.009.100.110, **James River Norske Evagelecke Lutherick** 16.011.400.150, **Zion American Lutheran Church (Cemetery)** 16.028.300.305, **German Reformed Odessa Church (Cemetery)** 16.031.100.150, **Cemetery** 16.031.300.350, **Hoffnunge Reformed Church Gemeinde** 16.034.100.150, **Community Center of Gayville** 31.100.010.140, **Lutheran Church (Gayville)** 31.100.016.090 and 31.100.015.090, **Gayville-Volin United Methodist Church** 31.100.016.140, **Ernie Pecenka Community Center** 40.100.005.150, **Lesterville Fire Department** 40.100.005.245, **Ernie Pecenka Community Center** 40.100.006.160, **Lesterville Community Club** 40.100.006.180, **St John Baptist Catholic Church (Lesterville)** 40.200.002.120, **Roman Catholic Parish (Lesterville)** 40.300.001.050, **Harvest Independent Baptist Church** 46.700.025.010, **Mission Hill Cemetery Association** 46.700.025.020, 46.700.025.055, **Lutheran Church** 46.700.025.090, **Wintz & Ray Funeral Home & Cremation Service Inc.** 78.010.001.040, **Garden of Charity Non-Profit Cremation Cemetery** 78.010.001.045, **Ability Building Services Inc** 78.010.001.065, **Sacred Heart Health Services** 78.025.014.000, **Yankton Thrive Inc.** 78.060.002.840, **Sacred Heart Hospital** 78.065.010.050 (88.2% exempt of Benedictine Center; 87.25% exempt of Pavilion Building; 80% exempt of Wellness and Rehab Center), **Mount Marty Hospital Association** 78.065.010.100, **Benedictine Convent of the Sacred Heart** 78.065.010.105, 78.065.010.106, 78.065.010.107, 78.065.010.110, 78.065.010.120, **Dakota Conference Corp of Seventh-Day Adventists** 78.110.070.050, **First United Methodist Church** 78.171.002.002, **Yankton Thrive Inc.** 78.179.000.000 (0%), **Calvary Baptist Church** 78.235.000.055, **Sacred Heart Health Services** 78.245.500.026 (94.55% on Medical Office, 100% on Surgical Center, 89% on land), 78.245.500.029, **Prince of Peace ELC** 78.265.300.300, **National Field Archery Association Foundation** 78.325.017.110 and 78.325.017.135, **Habitat for Humanity of Yankton County** 78.330.001.110, **Habitat for Humanity of Yankton County** 78.330.003.031, **Riverview Park Reformed Church** 78.340.007.040, **Yankton Thrive Inc** 78.415.000.003 (0%), **Sacred Heart Catholic Church** 78.430.004.180, **Roman Catholic Church of the Sacred Heart** 78.430.005.025, 78.430.005.070, 78.430.005.150, 78.430.005.160, 78.430.005.180, 78.430.019.080, **Yankton Area Arts Association** 78.430.005.050, **Antioch Baptist Church** 78.430.006.080, **Roman Catholic School** 78.430.020.090, **Heritage Homes, Inc** 78.430.020.170, **Habitat for Humanity of Yankton County** 78.430.023.050, 78.430.040.075 **Yankton Homeless Shelter Inc.** 78.430.045.110, **Pathways Shelter for the Homeless Inc.** 78.430.045.130, 78.430.051.080, 78.430.051.090, **Yankton Area Adjustment Training Center** 78.430.062.080 and 78.430.063.020, **Abundant Life Ministries** 78.430.067.170, **Yankton Area Adjustment Training Center** 78.465.003.060 and 78.465.003.130, **Prince of Peace ELC** 78.490.005.100, **Planning & Development District III** 78.550.001.050, **Club 12-24** 78.610.001.020 and 78.610.001.170, **Yankton County 4-H Club** 78.620.002.120, **Yankton Women’s/Children’s Center** 78.660.001.024 and 78.660.001.025, **Ability Building Services** 78.660.001.050, **Mount Marty Hospital Association** 78.680.001.030, **Sacred Heart Health Services** 78.680.001.160, **Redeeming Grace Bible Church** 78.690.004.150, **L & C Behavioral Health Services, Inc** 78.714.001.100, 78.714.001.200 **First Assembly of God Church** 78.735.000.030, **Restore Church of Yankton** 78.760.002.200, **St Benedict Catholic Church** 78.785.001.010 and 78.785.002.060, **Yankton Church Holdings Inc** 78.790.012.165 and 78.790.012.170, **Ernest Bowyer Post #791** 78.790.013.130, **Scottish Rite Temple Association** 78.790.024.180, **Onward Yankton** 78.790.026.030, **Faith Christian Fellowship** 78.790.048.110, **United Church of Christ** 78.790.049.050, **United Church of Christ Congregational** 78.790.049.090, **First Congregational Church of Yankton** 78.790.049.120, **Christ Church Episcopal Inc** 78.790.050.010 and 78.790.050.160, **Lewis & Clark Mental Health Center** 78.820.001.030, **Lewis & Clark Behavioral Health Services** 78.820.001.080, 78.820.001.120, **First United Methodist Church** 78.820.002.080, 78.820.002.100 and 78.820.003.160, **Yankton Church of Christ** 78.880.007.260, **St. Johns Evangelical Church** 78.890.015.120, **Mount Marty College, Inc** 78.890.022.090, **Yankton Thrive** 78.930.008.116 (0%), 78.930.008.117 (0%), and 78.930.008.118 (0%), **Ability Building Services Inc** 78.940.015.020, **Yankton Trinity Lutheran Church** 78.940.036.040, 78.940.036.070 and 78.940.036.180, **Yankton Area Adjustment Training Center** 78.940.037.120, **Stephen’s House Inc.** 78.940.037.170, **Mount Marty Hospital Association** 78.940.041.090, **Roman Catholic Church** 78.980.006.010, **Christ the King Lutheran Church** 78.980.006.085, **Corp of Bishops Church of Latter Day Saints** 78.980.006.100, **Yankton Congregation of Jehovah’s Witnesses** 78.980.007.082, **Yankton Thrive Inc.** 78.980.008.020, 78.980.008.100 (0%), 78.980.009.040,

National Field Archery Association Foundation 78.980.017.105, 78.980.017.114, 78.980.017.116, 78.980.017.121, 78.980.017.135, 78.980.017.140, 78.980.017.145 and 78.980.017.163, **Horizon Health Care Inc.** 78.980.018.231, **BPO Elks Lodge #994** 78.990.001.026, **Sacred Heart Health Services** 78.990.011.100, **Yankton Area Adjustment Training Center** 78.990.012.250, **Benedictine Convent of Sacred Heart DBA Sacred Heart Monastery** 78.990.013.021, **Mount Marty College Inc.** 78.990.013.050, **Benedictine Convent of the Sacred Heart** 78.990.013.110.

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

A motion was made by Heine and seconded by Klimisch to adjourn as County Board of Equalization. All present voted aye; motion carried.

John Marquardt, Chairman
County Commission

ATTEST:
Patty Hojem, County Auditor

YANKTON COUNTY COMMISSION MEETING

May 6, 2025

The regular meeting of the Yankton County Commission was called to order by Chairman John Marquardt at 6:00 p.m. on Tuesday, May 6, 2025.

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

Commissioner Marquardt will abstain from items 9 and 10. There were no conflicts from the rest of the board.

Action 25133C: A motion was made by Fox and seconded by Klimisch to approve the meeting agenda with one change: Item 8 will be stricken. All present voted aye; motion carried, 5-0.

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

Highway Superintendent Mike Sedlacek appeared for approval of the DOT Joint Powers Agreement, advertise for Administrative Assistant, and declare 1994 Rosco Power Broom and 1983 Fiat-Allis Pay Loader as surplus.

Action 25134HWY: A motion was made by Fox and seconded by Heine to approve the Joint Powers Account Agreement. All present voted aye; motion carried, 5-0.

Action 25135HWY: A motion was made by Fox and seconded by Heine to approve the Highway Department advertising for the Administrative Assistant job position as requested. All present voted aye; motion carried, 5-0.

Action 25136Hwy: A motion was made by Klimisch and seconded by Kettering to approve items for surplus as presented. All present voted aye; motion carried, 5-0.

Action 25137C: A motion was made by Fox and seconded by Kettering to approve the April 15, 2025 meeting minutes with one correction: Kettering seconded Action 25130C not Klimisch. All present voted aye; motion carried, 5-0.

The board discussed the request from Planning and Zoning Administrator Gary Vetter to advertise for two positions that will be open on the County Drainage Commission.

Action 25138Z: A motion was made by Fox and seconded by Klimisch to approve the Zoning Administrator advertising for the open Drainage Commission positions. Fox, Klimisch, Kettering and Marquardt voted aye; Heine voted nay; motion carried, 4-1.

Action 25139C: A motion was made by Fox and seconded by Ryan to approve the new Wine and Cider License from Mazing Acres, MSN Enterprises, LLC. All present voted aye; motion carried, 5-0.

There was no public comment.

Action 25140A: A motion was made by Klimisch and seconded by Kettering to approve the petition from Randy Kozak to vacate ROW. All present voted aye; motion carried, 5-0.

There was no public comment.

The board discussed contracting out the mowing services for county property. There was an offer from Green King, LLC to mow Government Center, Safety Center and Office of Emergency Management for 180.00 per mowing for all three locations combined.

Action 25141A: A motion was made by Klimisch and seconded by Kettering to approve the Contract. All present voted aye; motion carried, 5-0.

Action 25142C: A motion was made by Klimisch and seconded by Kettering to recess the regular session and convene as Board of Adjustment. All present voted aye; motion carried, 5-0.

CUP Public Hearing: This was the time and place for a public hearing for a Conditional Use Permit application from Michels Road and Stone. Applicant is requesting a Conditional Use Permit for a Temporary construction facility in an AG(Agriculture) District. Applicants wishes to construct a Concrete batch plant to supply the SDDOT US Hwy 81 construction project per Article 5 Section 507, Article 18 Section 1805, and Article 19 Section 1905. Said property is legally described as S2 NW4 and W2 SW4 excluding S858' jSW4 SW4 EXC 3A W/HIWAY and excluding Lort H2 of Government Lot One (1) NW4and Government Lot Two (2) SW4 and excluding Tract One (1) Jones Addition NW4 SW4 and Excluding part of Lots One and Two (1 & 2) of Hackberry addition S2 all in, Section six (6), Township Ninety-four (94) North, Range Fifty-five (55) West of the 5 the P.M., Yankton County, South Dakota. E91 address is 30344 US HWY 81, Yankton, South Dakota.

Garrett Carlson Assistant Project Manager for Michels Road and Stone, spoke on the request.

Action 25143Z: A motion was made by Heine and seconded by Klimisch, to approve the Conditional Use Permit for Michels Road and Stone with a sunset date of November 15, 2025, based on Findings of Fact from the April 8, 2025 Yankton County Planning Commission meeting as presented, pursuant to Article 19, Section 1907 of the Yankton County Zoning Ordinance. Heine, Klimisch, Kettering and Fox voting aye; Marquardt abstained; motion carried, 4-0.

CUP Public Hearing: This was the time and place for a public hearing for a Conditional Use Permit application from Central Specialties, Inc. Applicant requested a permit for a Temporary construction facility in an AG (Agriculture) District. Applicant wishes to construct a Temporary portable crushing and HMA plant site for a road construction project per Article 05 Section 507, Article 18 Section 1805, and Article 19 Section 1905. Said property is Legally described as SE4, Excluding Lot H1 and excluding Lot 6 Sun Valley Subdivision in Section Two (2), Township Ninety-four (94) North, Range Fifty-six (56) West of the 5th P.M., Yankton County, South Dakota. E9 l 1 address is 30371 439th Ave., Yankton, South Dakota.

Richard Vellek commented on the application; also speaking were Highway Superintendent Mike Sedlacek and County Sheriff Preston Crissey.

Action 25144Z: A motion was made by Heine and seconded by Klimisch, to approve the Conditional Use Permit for Central Specialties, Inc. with the condition the road haul agreement is held in good standing, restriction on using the jake break not to be used coming from the east to get into gravel pit turning onto 304 and with sunset date of September 30, 2025, based on Findings of Fact from the April 8, 2025 Yankton County Planning Commission meeting as presented, pursuant to Article 19, Section 1907 of the Yankton County Zoning Ordinance. Heine, Klimisch, Kettering and Fox voting aye; Marquardt abstained; motion carried, 4-0.

Action 25145C: A motion was made by Fox and seconded by Heine to recess Board of Adjustment and reconvene in regular session. All present voted aye; motion carried, 5-0.

Zoning changes: There was a first reading pf proposed ordinance change 25-ZN-01 to the Yankton County Zoning Ordinance. The second reading of the zoning changes will be at the next commission meeting on May 19, 2025.

There was no public comment.

Action 25146C: A motion was made by Klimisch and seconded by Fox to approve following resolution. All present voted aye; motion carried, 5-0.

Resolution 2025-5

Whereas, the Yankton County Commission acknowledges the White Crane Road District's plans to apply for Housing Infrastructure Funding Program assistance from the South Dakota Housing Development Authority;

Whereas, the Yankton County Commission has recognized that preliminary plans for the public infrastructure for the housing development project to be located in the White Crane Estates subdivision;

Whereas, the plans have been determined to satisfy the requirements of the Yankton County;

Whereas, White Crane Estates, being developed by the White Crane Road District, has the capacity to support the proposed public infrastructure project and has adequate water

supply, water treatment facilities, and wastewater treatment facilities available for the housing to be supported by this public infrastructure project; and

Whereas, the proposed public infrastructure will be owned and maintained by the White Crane Road District on an ongoing and long-term basis;

Now, therefore, be it resolved that the Yankton County Commission by way of this resolution hereby approves the proposed housing infrastructure project and acknowledges and agrees to the provisions set forth in this resolution.

I, Chair of the Yankton County Commission, do hereby certify that the foregoing resolution was passed by the Yankton County Commission at a meeting thereof held on the 6th day of May 2025.

Yankton County Chairman, John Marquardt /s/

ATTEST: Patty Hojem, Yankton County Auditor /s/

Action 25147C: A motion was made by and seconded by to approve the following claims: **Commission:** Intuvia Solutions (Prof Services) \$179.85; Dan Klimisch (Travel) \$368.10; Ramkota Hotel & Conference Center (Travel) \$530.00; Health Equity (Group Insurance) \$56.25; John Marquardt (Travel) \$328.10; Tegra Group, Inc. (Maintenance) \$6,250.00; Yankton County Observer (Publishing) \$359.31; Qualified Presort Services (Supplies) \$16.75; **Elections:** Qualified Presort Services (Supplies) \$112.06; Verizon (Rentals) \$200.05; **Court:** Avera Sacred Heart Hospital (Lab) \$3,246.00; Youngberg Law, Prof. LLC (Prof Services) \$2,767.00; Youngberg Law, Prof. LLC (Prof Services) \$1,101.00; Grand Jury (Fees) \$560.30; South Dakota Human Services Center (Prof Services) \$600.00; Horn Law Office, LLC (Prof Services) \$20,500.00; Kennedy Pier Lofts Reynolds and Brandt, LLP (Prof Services) \$514.20; LaCorix Law Office (Neglected) \$1,079.57; Dean Schaefer (Prof Services) \$2,378.00; **Auditor:** SHI International Corp. (Prof Services) \$141.94; McLeod's Printing & Office Supply (Supplies) \$419.90; Qualified Presort Services (Supplies) \$127.48; One Office Solution (Maintenance) \$277.69; One Office Solution (Supplies) \$67.65; **Treasurer:** SHI International Corp. (Prof Services) \$141.94; Qualified Presort Services (Supplies) \$171.30; Yankton County Treasurer (Prof Services) \$45.00; **Data:** Pictometry International (Maintenance) \$22,360.00; Tyler Technologies (Prof Services) \$2,453.27; **States Attorney:** Century Business Products (Rentals) \$230.99; Century Business Products (Maintenance) \$73.27; Culligan (Supplies) \$64.50; Qualified Presort Services (Supplies) \$179.53; TriTech Software Systems (Prof Services) \$775.53; **Government Center:** City of Yankton (Utilities) \$2,135.28; Zimco Supply Co. (Supplies) \$203.00; Menards (Maintenance) \$17.22; Northwestern Energy (Utilities) \$2,745.38; Olson's Pest Technicians (Maintenance) \$84.00; **Director of Equalization:** Hanson Briggs Specialty Advertising, Inc. (Supplies) \$227.04; SDAAO (Travel) \$1,250.00; Microfilm Imaging Systems (Maintenance) \$120.00; Yankton County Observer (Publishing) \$216.98; Qualified Presort Services (Supplies) \$39.65; One Office Solution (Supplies) \$6.49; One Office Solution (Maintenance) \$164.65; **Register of Deeds:** Executive Management Finance (Supplies) \$51.00; SHI International Corp. (Prof Services) \$141.94; Qualified Presort Services (Supplies) \$56.31; **Veterans Service Office:** SHI International Corp. (Prof Services) \$141.94; Qualified Presort Services (Supplies) \$16.33;

Verizon (Rentals) \$40.01; One Office Solution (Supplies) \$54.90; One Office Solution (Maintenance) \$10.36; **Safety Center Building:** City of Yankton (Utilities) \$713.18; AGAP LLC dba Power Source Electric (Maintenance) \$1,400.00; Floor Tec (Prof Services) \$4,710.00; Midcontinent Communications (Utilities) \$970.74; Menards (Supplies) \$76.94; Menards (Maintenance) \$69.95; MidAmerican Energy (Utilities) \$1,919.65; Northwestern Energy (Utilities) \$7,462.41; **Sheriff:** Bomgaars (K-9 Expense) \$124.96; Cardmember Services (Travel) \$570.71; Cardmember Services (Supplies) \$111.86; Cardmember Services (Minor Equipment) \$517.40; Cardmember Services (Other) \$28.99; Cardmember Services (Law Enforcement Equipment) \$184.00; Cardmember Services (Auto Equipment) \$259.30; Cardmember Services (K-9 Expense) \$158.52; The Collision Center (Auto Equipment) \$487.50; Les Drake (Travel) \$94.00; AT & T Mobility (Maintenance Contract) \$1,037.65; GR-Emergency Vehicle Outfitters (Auto Equipment) \$329.00; Artistic Custom Badges & Coins (Uniforms) \$577.50; South Dakota Public Assurance Alliance (Insurance) \$550.00; Menards (Supplies) \$15.05; Qualified Presort Services (Maintenance Contract) \$196.33; MT & RC Smith Insurance (Insurance) \$8,558.00; Two Way Solutions, Inc. (Supplies) \$15.99; **County Jail:** Avera Sacred Heart Hospital (Prof Services) \$220.99; Scott Family Dentistry, Inc. (Prof Services) \$839.92; Charm-Tex (Supplies) \$1,331.48; Cardmember Services (Travel) \$195.98; IDEMIA Identity & Security USA, LLC (Maintenance Contract) \$2,598.00; Diamond Drugs (Prof Services) \$9,706.04; Avera Medical Group-Wound Care (Prof Services) \$187.07; McKesson Medical-Surgical Inc. (Supplies) \$502.56; Trinity Services Group (Food Services) \$11,104.47; Jerome Koenig (Travel) \$94.00; Avera Medical Group-Willcockson Eye Associates (Prof Services) \$157.76; Spectacle Shop, LLC (Prof Services) \$70.00; Tonna Poppe (Travel) \$94.00; SHI International Corp. (Prof Services) \$141.94; AT & T Mobility (Maintenance Contract) \$396.06; Sapphire Health, LLC (Prof Services) \$550.00; Assusen Prof., LLC (Prof Services) \$4,197.50; Quinn Danielson (Travel) \$94.00; Vicente Medina-Lopez (Travel) \$94.00; JCL Solutions (Supplies) \$2,737.21; Kaiser Appliance & Refrigeration (Maintenance) \$233.50; **Coroner:** Dakota Embalming & Transportation (Prof Services) \$420.00; Sanford Health (Prof Services) \$2,514.00; **Airport:** City of Yankton (2025 Contribution) \$2,500.00; **Poor Relief:** Qualified Presort Services (Supplies) \$317.27; **Ambulance:** Avera Sacred Heart Hospital (Supplies) \$368.31; Sacred Heart Health Services (Prof Services) \$1,500.00; Teleflex Funding, LLC (Supplies) \$1,330.00; City of Yankton (Utilities) \$146.66; Credit Collection Services (Prof Services) \$1.98; Cintas (Maintenance) \$190.68; Amazon Capital Services (Supplies) \$335.24; SHI International Corp. (Prof Services) \$610.84; Waystar, Inc. (Prof Services) \$878.92; Avera Health (Supplies) \$150.00; JCL Solutions (Supplies) \$221.26; Menards (Supplies) \$108.71; MidAmerican Energy (Utilities) \$361.58; Northwestern Energy (Utilities) \$1,063.81; Olson's Pest Technicians (Maintenance) \$119.00; MT & RC Smith Insurance (Insurance) \$6,281.00; Yankton County EMS (Prof Services) \$1,436.80; **Mental Illness Board:** Blackburn & Stevens Prof. LLC (Hearings) \$228.73; Val Larson (Hearings) \$64.00; Fox Law Firm, PLLC (Hearings) \$591.75; Mark Katterhagen (Hearings) \$64.00; Luci Lewno (Hearings) \$722.73; **Extension:** Clarity Telecom, LLC (Utilities) \$311.16; City of Yankton (Utilities) \$92.70; Great America Financial (Rentals) \$290.44; MidAmerican Energy (Utilities) \$82.15; Olson's Pest Technicians (Maintenance) \$140.00; **Planning and Zoning:** Ramkota Hotel & Conference Center (Travel) \$212.00; Microfilm Imaging Systems (Maintenance) \$70.00; Qualified Presort Services (Supplies) \$30.18; One Office Solution

(Supplies) \$17.84; **Highway:** Appeara (Supplies) \$180.80; C & B Operations (Rentals) \$5,000.00; Bomgaars (Supplies) \$19.98; B-Y Electric (Utilities) \$71.05; Barco Municipal Products (Supplies) \$311.89; Butler Machinery Co. (Supplies) \$57.38; City of Yankton (Utilities) \$30.15; NAPA Auto Parts of Yankton (Supplies) \$432.97; CenturyLink (Utilities) \$79.35; Diesel Machinery, Inc. (Supplies) \$67.00; Amazon Capital Services (Supplies) \$7.59; Titan Machinery-Yankton (Maintenance) \$91.98; City of Yankton-Landfill (Supplies) \$383.28; UST Testing Services, Inc. (Maintenance) \$770.00; SHI International Corp. (Prof Services) \$141.94; New Century FS (Highway Fuel) \$2,028.81; Fischer Gravel (Bridges) \$3,225.00; I State Truck Center (Maintenance) \$906.94; Kaiser Appliance & Refrigeration (Maintenance) \$343.67; Kaiser Appliance & Refrigeration (Supplies) \$1,259.87; LEAF (Supplies) \$124.98; Northwestern Energy (Utilities) \$1,096.64; Olson's Pest Technicians (Maintenance) \$220.00; MT & RC Smith Insurance (Insurance) \$153.92; Southeastern Electric Co. (Utilities) \$153.92; Truck Trailer Sales & Service (Supplies) \$17.69; Truenorth Steel (Supplies) \$22,348.80; Team Laboratory Chemical Corp. (Supplies) \$46,200.00; **E911:** Clarity Telecom, LLC (Utilities) \$1,568.66; CenturyLink (Utilities) \$97.22; CenturyLink (Utilities) \$83.20; Midcontinent Communications (Utilities) \$160.39; **OEM:** Kopetsky's Ace Hardware (Supplies) \$761.03; B-Y Electric (Utilities) \$61.00; Great America Financial (Rentals) \$191.39; MidAmerican Energy (Utilities) \$19.31; **Government Buildings:** AGAP LLC dba Power Source Electric (OEM Building) \$1,321.47; Larsen Carpet (OEM Building) \$9,959.00; **24/7:** Precision Kiosk Technologies (Prof Services) \$1,500.00; PharmChem, Inc. (Supplies) \$7,486.82; **M & PR:** Executive Management Finance (Rentals) \$439.34; **Non-Departmental:** Southeast Public Transit (Diversion Expense) \$772.50; South Dakota Department of Revenue (Alcoholic Beverage License) \$2,700.00. General Fund \$170,331.36; Road & Bridge \$92,022.68; Emergency Management \$1,032.73. All present voted aye; motion carried, 5-0.

Action 25148C: A motion was made by Fox and seconded by Klimisch to approve the **April 2025 Gross Payroll:** **Commissioners:** \$6,640.96; **Election:** \$0.00; **Auditor:** \$17,888.68; **Treasurer:** \$23,362.94; **States Attorney:** \$44,229.50; **Government Buildings:** \$5,935.18; **Director of Equalization:** \$28,864.56; **Register of Deeds:** \$18,452.06; **Veterans Service:** \$4,470.97; **Courthouse & Safety Center:** \$8,428.31; **Sheriff:** \$94,265.42; **County Jail:** \$98,726.47; **Coroner:** \$1,250.00; **Juvenile:** \$0.00; **Nurse:** \$3,717.13; **Ambulance:** \$75,176.13; **WIC:** \$705.60; **Extension:** \$4,492.32; **Soil Conservation:** \$0.00; **Weed:** \$1,686.48; **Planning & Zoning:** \$12,986.15; **Road & Bridge:** \$93,455.37; **OEM:** \$12,387.94; **24-7 Program:** \$3,811.65. First Dakota National Bank \$39,978.80 (Withholding), First Dakota National Bank \$66,839.82 (FICA) First Dakota National Bank \$15,631.90 (Medicare), South Dakota Retirement System \$34,603.78 (Other Employees), South Dakota Retirement System \$36,461.04 (Sheriff/Jail/EMS), South Dakota Retirement System (Spouse Opt) \$212.14, South Dakota Retirement System (Supplemental) \$5,390.00, American Family Life Assurance Company (AFLAC) \$1,941.37, Nationwide Retirement Solutions \$69.44, Boston Mutual Life Insurance \$290.69, Colonial Life & Accident \$3,139.08, AVERA Health Insurance \$71,568.55, Delta Dental \$2,754.22, VSP Vision \$696.88, HealthEquity \$4,189.00. IBC TPA \$9,578.33, Reliance Life Insurance \$1,972.05. Reliance Dental \$1,134.36, MASA \$67.00, Gross Payroll \$557,984.82, Net Payroll \$412,073.62. All present voted aye; motion carried, 5-0.

Action 25149AUD: A motion was made by Fox and seconded by Klimisch to approve the following Malt Beverage License Renewal applications: Riverside Roadhouse, Captain Norm's, The Cottonwood, Pump N Stuff – Riverside Acres, Double T Truck Stop LLC, Mayfield Bar & Grill, Joe's Substation, Gerstner Oil Co., TJ's Mini Mart, Marina Grill, Lewis & Clark Marina, Lewis & Clark Meat Lodge LLC, Kozy's Bar, Pioneer Spirit LLC, Lewis & Clark Resort, Mazing Acres Pumpkin Patch, Fire and Ice, and Max Bet. All present voted aye; motion carried, 5-0.

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

Commissioner updates Budget webinar, upcoming WIR conference and 8-county meeting.

Action 25150C: A motion was made by Fox and seconded by Heine to recess the regular session at 7:35 p.m. and convene in executive session to discuss a personnel issue pursuant to SDCL 1-25-2(1). All present voted aye motion carried, 5-0.

Action 25151C: A motion was made by Fox and seconded by Kettering to adjourn executive session at 8:10 p.m. and reconvene in regular session. All present voted aye; motion carried, 5-0.

No action was taken on executive session.

Action 25152C: A motion was made by Klimisch and seconded by Heine to adjourn. All present voted aye; motion carried, 5-0.

The next regular meeting will be Monday, May 19, 2025 at 6:00 p.m.

John Marquardt, Chairman
Yankton County Commission

ATTEST:

Patty Hojem, Yankton County Auditor

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 1
ITEMS PRINTED: PAID, UNPAID

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01489	DEBRA LILLIE	I-202505120345	101-4-34145	DIVERSION EXPENSE		143.00
01-04773	SUPERCOM INC.	I-202505120341	101-4-34145	DIVERSION EXPENSE		74.75
01-05065	FIRST BANKCARD	I-202505140499	101-4-34145	DIVERSION EXPENSE		31.48
01-18128	SD DEPARTMENT OF REVENUE	I-202505140487	101-4-34212	FINGER PRINTS		47.43
01-18128	SD DEPARTMENT OF REVENUE	I-202505140488	101-4-34180	OTHER COPIES		0.99
01-18128	SD DEPARTMENT OF REVENUE	I-202505140489	101-4-34170	NOTARY FEES		6.20

DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL: 303.85

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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BANK: ALL

TOTAL: 7,961.55

ITEMS PRINTED: PAID, UNPAID

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DEPARTMENT 141	AUDITOR	TOTAL:	795.30
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DEPARTMENT 141	AUDITOR	TOTAL:	795.30
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5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 142 TREASURER

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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ITEMS PRINTED: PAID, UNPAID

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202505140447	101-5-142-42800	UTILITIES - TREASURER		196.79
01-11049	LEAF	I-202505140465	101-5-142-42400	RENTALS - TREASURER		235.34
01-16017	QUALIFIED PRESORT SERVI	I-202505140551	101-5-142-42600	SUPPLIES - TREASURER		134.58
01-24031	YANKTON THRIVE	I-202505140561	101-5-142-42700	MEMBERSHIP DUES - TREASURER		28.00
DEPARTMENT 142 TREASURER					TOTAL:	594.71

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 143 DATA PROCESSING

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00928	ANDERSEN TELECOM LLC	I-202505120366	101-5-143-42500	MAINTENANCE - DATA		264.80
01-01200	CLARITY TELECOM, LLC	I-202505140442	101-5-143-42800	UTILITIES - DATA		851.55
01-05065	FIRST BANKCARD	I-202505140504	101-5-143-42500	MAINTENANCE - DATA		49.67
DEPARTMENT 143 DATA PROCESSING						TOTAL: 1,166.02

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 151 STATES ATTORNEY

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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ITEMS PRINTED: PAID, UNPAID

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00928	ANDERSEN TELECOM LLC	I-202505120368	101-5-151-42200	PROF SERVICES - STATES ATTY		175.00
01-02483	CULLIGAN	I-202505140457	101-5-151-42600	SUPPLIES - STATES ATTY		54.25
01-04800	DEADWOOD MOUNTAIN GRAND	I-202505120353	101-5-151-42700	TRAVEL - STATES ATTY		255.90
01-05065	FIRST BANKCARD	I-202505140500	101-5-151-42700	TRAVEL - STATES ATTY		129.95
01-05101	TYLER LARSEN	I-202505120359	101-5-151-42700	TRAVEL - STATES ATTY		677.90
01-16017	QUALIFIED PRESORT SERVI	I-202505140559	101-5-151-42600	SUPPLIES - STATES ATTY		38.78
01-18951	SECURITY SHREDDING SERV	I-202505120361	101-5-151-42500	MAINTENANCE - STATES ATTY		40.00
01-19083	THE LODGE AT DEADWOOD	I-202505120342	101-5-151-42700	TRAVEL - STATES ATTY		339.00
01-22259	THOMSON REUTERS - WEST	I-202505140440	101-5-151-42200	PROF SERVICES - STATES ATTY		222.24
01-24003	YANKTON DAILY P & D	I-202505140453	101-5-151-42600	SUPPLIES - STATES ATTY		254.49
01-24031	YANKTON THRIVE	I-202505140518	101-5-151-42700	MEMBERSHIP DUES - STATES ATTY		28.00

DEPARTMENT 151 STATES ATTORNEY TOTAL: 2,215.51

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 161 GOVERNMENT CENTER

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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ITEMS PRINTED: PAID, UNPAID

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202505140450	101-5-161-42800	UTILITIES - GOVT CENTER		25.25
01-02001	CITY OF YANKTON	I-202505140496	101-5-161-42600	SUPPLIES - GOVT CENTER		14.28
01-02483	CULLIGAN	I-202505140458	101-5-161-42600	SUPPLIES - GOVT CENTER		237.69
01-09038	J & H CLEANING SERVICES	I-202505140490	101-5-161-42200	PROF SERVICES - GOVT CENTER		1,200.00
01-12167	MENARDS	I-202505140475	101-5-161-42600	SUPPLIES - GOVT CENTER		25.93

DEPARTMENT 161 GOVERNMENT CENTER TOTAL: 1,503.15

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 162 DIRECTOR OF EQUALIZATION

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202505140449	101-5-162-42800	UTILITIES - DOE		193.50
01-16017	QUALIFIED PRESORT SERVI	I-202505140553	101-5-162-42600	SUPPLIES - DOE		419.65
01-24031	YANKTON THRIVE	I-202505140562	101-5-162-42700	MEMBERSHIP DUES - DOE		28.00

DEPARTMENT 162 DIRECTOR OF EQUALIZATI TOTAL: 641.15

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 163 REGISTER OF DEEDS

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202505140448	101-5-163-42800	UTILITIES - ROD		171.88
01-07199	BRIAN HUNHOFF	I-202505140491	101-5-163-42700	TRAVEL - ROD		314.60
01-16017	QUALIFIED PRESORT SERVI	I-202505140554	101-5-163-42600	SUPPLIES - ROD		64.80
01-22241	ONE OFFICE SOLUTION	I-202505140471	101-5-163-42600	SUPPLIES - ROD		92.84
01-24031	YANKTON THRIVE	I-202505140512	101-5-163-42700	MEMBERSHIP DUES - ROD		28.00

DEPARTMENT 163 REGISTER OF DEEDS TOTAL: 672.12

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 165 VETERANS SERVICE OFFICER

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202505140443	101-5-165-42800	UTILITIES - VSO		25.25
01-11049	LEAF	I-202505140468	101-5-165-42400	RENTALS - VSO		59.76
01-16017	QUALIFIED PRESORT SERVI	I-202505140556	101-5-165-42600	SUPPLIES - VSO		16.75
01-24031	YANKTON THRIVE	I-202505140513	101-5-165-42700	MEMBERSHIP DUES - VSO		28.00
DEPARTMENT 165 VETERANS SERVICE OFFIC TOTAL:						129.76

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 169 SAFETY CENTER BUILDING

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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ITEMS PRINTED: PAID, UNPAID

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00090	KOPETSKY'S ACE HARDWARE	I-202505140463	101-5-169-42500	MAINTENANCE - SAFETY CENTER		10.58
01-01200	CLARITY TELECOM, LLC	I-202505140484	101-5-169-42800	UTILITIES - SAFETY CENTER		82.99
01-02001	CITY OF YANKTON	I-202505140492	101-5-169-42800	DUMPSTER FEES - SAFETY CENTER		152.00
01-02084	COLE PAPERS INC.	I-202505140456	101-5-169-42600	SUPPLIES - SAFETY CENTER		420.09
01-05065	FIRST BANKCARD	I-202505140501	101-5-169-42600	SUPPLIES - SAFETY CENTER		74.86
01-12167	MENARDS	I-202505140476	101-5-169-42600	SUPPLIES - SAFETY CENTER		75.41
01-14993	OVERHEAD DOOR COMPANY O	I-202505120385	101-5-169-42500	MAINTENANCE - SAFETY CENTER		1,133.94

DEPARTMENT 169 SAFETY CENTER BUILDING TOTAL: 1,949.87

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 211 SHERIFF

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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ITEMS PRINTED: PAID, UNPAID

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01059	BROADWAY CHRYSLER, DODG	I-202505120387	101-5-211-42500	MAINTENANCE - SHERIFF		21.19
01-01131	HANSON BRIGGS SPECIALTY	I-202505120365	101-5-211-42600	SUPPLIES - SHERIFF		84.81
01-02001	CITY OF YANKTON	I-202505140493	101-5-211-42610	FUEL - SHERIFF		4,335.33
01-04296	GUARDIAN ALLIANCE TECHN	I-202505120335	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		315.00
01-04493	STEVEN LUKE	I-202505140480	101-5-211-42700	TRAVEL - SHERIFF		217.98
01-04715	ROBERT KIRVIN	I-202505120379	101-5-211-42700	TRAVEL - SHERIFF		267.30
01-04802	NOAH HOFER	I-202505120378	101-5-211-42700	TRAVEL - SHERIFF		459.01
01-04804	FBI - NATIONAL COMMAND	I-202505140548	101-5-211-42200	PROF SERVICES - SHERIFF		50.00
01-16017	QUALIFIED PRESORT SERVI	I-202505140560	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		146.94
01-17339	LEWIS & CLARK FORD LINC	I-202505120386	101-5-211-43600	AUTO EQUIPMENT - SHERIFF		1,209.94
01-18610	TWO WAY SOLUTIONS INC	I-202505120389	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		443.93
01-19064	TIRE MUFFLER ALIGNMENT	I-202505120373	101-5-211-42500	MAINTENANCE - SHERIFF		537.50
01-22241	ONE OFFICE SOLUTION	I-202505140469	101-5-211-42520	MAINTENANCE CONTRACT - SHERIF		125.16
01-22241	ONE OFFICE SOLUTION	I-202505140470	101-5-211-42600	SUPPLIES - SHERIFF		414.67
01-24003	YANKTON DAILY P & D	I-202505140454	101-5-211-42200	PROF SERVICES - SHERIFF		50.00
01-24031	YANKTON THRIVE	I-202505140517	101-5-211-42700	MEMBERSHIP DUES - SHERIFF		28.00

DEPARTMENT 211 SHERIFF

TOTAL: 8,706.76

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 212 COUNTY JAIL

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00269	AVERA SACRED HEART HOSP	I-202505140549	101-5-212-42200	PROF SERVICES - JAIL		333.10
01-01383	SCOTT FAMILY DENTISTRY,	I-202505120381	101-5-212-42200	PROF SERVICES - JAIL		183.23
01-01383	SCOTT FAMILY DENTISTRY,	I-202505140481	101-5-212-42200	PROF SERVICES - JAIL		227.66
01-02059	CHARM-TEX	I-202505120352	101-5-212-42600	SUPPLIES - JAIL		284.70
01-02483	CULLIGAN	I-202505140459	101-5-212-42210	FOOD SERVICES - JAIL		46.00
01-03073	DIAMOND DRUGS	I-202505140547	101-5-212-42200	PROF SERVICES - JAIL		10,432.22
01-03678	TRINITY SERVICES GROUP	I-202505120354	101-5-212-42210	FOOD SERVICES - JAIL		5,695.94
01-03678	TRINITY SERVICES GROUP	I-202505120355	101-5-212-42210	FOOD SERVICES - JAIL		5,000.47
01-03678	TRINITY SERVICES GROUP	I-202505140479	101-5-212-42210	FOOD SERVICES - JAIL		5,629.84
01-04132	SPECTACLE SHOP LLC	I-202505120388	101-5-212-42200	PROF SERVICES - JAIL		70.00
01-04422	SAPPHIRE HEALTH LLC	I-202505140478	101-5-212-42200	PROF SERVICES - JAIL		550.00
01-07310	HANSEN LOCKSMITHING INC	I-202505120334	101-5-212-43600	AUTO EQUIPMENT- JAIL		735.00
01-09196	JACKS UNIFORMS & EQUIPM	I-202505120383	101-5-212-42640	UNIFORMS - JAIL		997.93
01-09287	JCL SOLUTIONS	I-202505140461	101-5-212-42600	SUPPLIES - JAIL		49.76
01-09287	JCL SOLUTIONS	I-202505140462	101-5-212-42600	SUPPLIES - JAIL		1,127.03
01-14005	OLSON'S PEST TECHNICIAN	I-202505140473	101-5-212-42500	MAINTENANCE - JAIL		155.00
01-15097	PHOENIX SUPPLY	I-202505120351	101-5-212-42600	SUPPLIES - JAIL		755.50
01-15104	CORRECTIONAL RISK SERVI	I-202505120350	101-5-212-42220	INMATE INSURANCE - JAIL		744.25
01-18384	SIOUXLAND ORAL & MAXILL	I-202505140482	101-5-212-42200	PROF SERVICES - JAIL		881.93
01-24002	YANKTON REXALL DRUG CO.	I-202505120358	101-5-212-42200	PROF SERVICES - JAIL		141.37
01-24004	YANKTON MEDICAL CLINIC	I-202505120382	101-5-212-42200	PROF SERVICES - JAIL		150.95
01-24004	YANKTON MEDICAL CLINIC	I-202505140483	101-5-212-42200	PROF SERVICES - JAIL		130.58

DEPARTMENT 212 COUNTY JAIL TOTAL: 34,322.46

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 213 CORONER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-24031	YANKTON THRIVE	I-202505140514	101-5-213-42700	MEMBERSHIP DUES - CORONER		28.00

DEPARTMENT 213 CORONER TOTAL: 28.00

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
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VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 226 YANKTON AREA SEARCH & RES

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01131	HANSON BRIGGS SPECIALTY	I-202505120364	101-5-226-42600	SUPPLIES - YSAR		320.54
01-02001	CITY OF YANKTON	I-202505140494	101-5-226-42600	SUPPLIES - YSAR		14.18

DEPARTMENT 226 YANKTON AREA SEARCH & TOTAL: 334.72

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 411 CARE OF POOR

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-16017	QUALIFIED PRESORT SERVI	I-202505140557	101-5-411-42600	SUPPLIES - POOR RELIEF		110.17
DEPARTMENT 411 CARE OF POOR						TOTAL: 110.17

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 424 AMBULANCE

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01200	CLARITY TELECOM, LLC	I-202505140543	101-5-424-42800	UTILITIES - AMBULANCE		87.99
01-01902	BOUND TREE MEDICAL LLC	I-202505120356	101-5-424-42600	SUPPLIES - AMBULANCE		1,272.22
01-02001	CITY OF YANKTON	I-202505140495	101-5-424-42600	SUPPLIES - AMBULANCE		1,808.62
01-03820	AMAZON CAPITAL SERVICES	I-202505120374	101-5-424-42600	SUPPLIES - AMBULANCE		72.95
01-03820	AMAZON CAPITAL SERVICES	I-202505120375	101-5-424-42600	SUPPLIES - AMBULANCE		69.99
01-04347	WAYSTAR INC.	I-202505140545	101-5-424-42200	PROF SERVICES - AMBULANCE		895.18
01-04770	SACRED HEART HEALTH SER	I-202505140544	101-5-424-42600	SUPPLIES - AMBULANCE		96.67
01-04805	AAA COLLECTIONS	I-202505140542	101-5-424-42200	PROF SERVICES - AMBULANCE		5,102.70
01-05065	FIRST BANKCARD	I-202505140497	101-5-424-42600	SUPPLIES - AMBULANCE		316.48
01-05065	FIRST BANKCARD	I-202505140498	101-5-424-42200	PROF SERVICES - AMBULANCE		489.63
01-08009	INVESTIGATIVE SERVICES	I-202505120360	101-5-424-42200	PROF SERVICES - AMBULANCE		171.50
01-08009	INVESTIGATIVE SERVICES	I-202505140546	101-5-424-42200	PROF SERVICES - AMBULANCE		143.50
01-11049	LEAF	I-202505140466	101-5-424-42400	RENTALS - AMBULANCE		168.69
01-12167	MENARDS	I-202505140477	101-5-424-42600	SUPPLIES - AMBULANCE		41.90
01-19064	TIRE MUFFLER ALIGNMENT	I-202505120372	101-5-424-42500	MAINTENANCE - AMBULANCE		268.33
01-24031	YANKTON THRIVE	I-202505140519	101-5-424-42700	MEMBERSHIP DUES - AMBULANCE		28.00
01-24090	YANKTON COUNTY EMS	I-202505140541	101-5-424-42200	PROF SERVICES - AMBULANCE		167.88

DEPARTMENT 424 AMBULANCE

TOTAL: 11,202.23

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 441 MENTLLY HANDICAPPED

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00075	AVERA MCKENNAN HOSPITAL	I-202505120349	101-5-441-00010	PROF SERVICES - MENTAL ILLNES		863.00
01-18215	SD ACHIEVE dba LIFESCAP	I-202505120370	101-5-441-00000	MENTALLY HANDICAPPED		120.00
DEPARTMENT 441 MENTLLY HANDICAPPED TOTAL:						983.00

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 445 MENTAL ILLNESS BOARD

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-04100	FOX LAW FIRM, PLLC	I-202505140526	101-5-445-00000	HEARINGS - MENTAL ILLNESS		108.00
01-04100	FOX LAW FIRM, PLLC	I-202505140527	101-5-445-00000	HEARINGS - MENTAL ILLNESS		60.00
01-04100	FOX LAW FIRM, PLLC	I-202505140528	101-5-445-00000	HEARINGS - MENTAL ILLNESS		36.00
01-04100	FOX LAW FIRM, PLLC	I-202505140529	101-5-445-00000	HEARINGS - MENTAL ILLNESS		48.00
01-11005	LEWIS & CLARK BEHAVIORA	I-202505120338	101-5-445-00000	HEARINGS - MENTAL ILLNESS		1,125.00
01-11033	LINCOLN COUNTY TREASURE	I-202505120344	101-5-445-00000	HEARINGS - MENTAL ILLNESS		1,124.66

DEPARTMENT 445 MENTAL ILLNESS BOARD TOTAL: 2,501.66

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 611 COUNTY EXTENSION

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-13001	NORTHWESTERN ENERGY	I-202505140474	101-5-611-42800	UTILITIES - EXTENSION		15.51
01-24031	YANKTON THRIVE	I-202505140520	101-5-611-42700	MEMBERSHIP DUES - EXTENSION		28.00
DEPARTMENT 611 COUNTY EXTENSION TOTAL:						43.51

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 612 SOIL CONSERVATION

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-24027	YANKTON COUNTY CONSERVA	I-202505120376	101-5-612-42900	OTHER - SOIL CONSERVATION		30,000.00
DEPARTMENT 612 SOIL CONSERVATION TOTAL:						30,000.00

ITEMS PRINTED: PAID, UNPAID

TOTAL: 8,755.52

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 101 GENERAL FUND
DEPARTMENT: 711 PLANNING & ZONING

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00928	ANDERSEN TELECOM LLC	I-202505120367	101-5-711-42200	PROF SERVICES - ZONING		100.00
01-01200	CLARITY TELECOM, LLC	I-202505140446	101-5-711-42800	UTILITIES - ZONING		50.50
01-05065	FIRST BANKCARD	I-202505140502	101-5-711-42200	PROF SERVICES - ZONING		169.81
01-05065	FIRST BANKCARD	I-202505140503	101-5-711-42700	TRAVEL - ZONING		69.51
01-15188	PHEASANTLAND INDUSTRIES	I-202505120371	101-5-711-42690	E911 SIGNS - ZONING		110.08
01-16017	QUALIFIED PRESORT SERVI	I-202505140555	101-5-711-42600	SUPPLIES - ZONING		15.77
01-24003	YANKTON DAILY P & D	I-202505140452	101-5-711-42300	PUBLISHING - ZONING		93.33
01-24031	YANKTON THRIVE	I-202505140523	101-5-711-42700	MEMBERSHIP DUES - ZONING		28.00

DEPARTMENT 711 PLANNING & ZONING TOTAL: 637.00

FUND 101 GENERAL FUND TOTAL: 119,178.97

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 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02491 KASI'S CLAIMS 05-19-2025
 FUND : 201 ROAD & BRIDGE
 DEPARTMENT: 311 HIGHWAY CONSTRUCTION & MA

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00257	APPEARA	I-202505130396	201-5-311-42600	SUPPLIES - HWY		171.50
01-01011	BOMGAARS	I-202505130397	201-5-311-42600	SUPPLIES - HWY		345.90
01-01013	B-Y WATER DISTRICT	I-202505130398	201-5-311-42800	UTILITIES - HWY		101.75
01-01166	BUTLER MACHINERY CO.	I-202505130399	201-5-311-42500	MAINTENANCE - HWY		11,552.77
01-01200	CLARITY TELECOM, LLC	I-202505140485	201-5-311-42800	UTILITIES - HWY		160.26
01-02008	NAPA AUTO PARTS OF YANK	I-202505130400	201-5-311-42500	MAINTENANCE - HWY		1,853.05
01-02359	CLARKS RENTAL INC.	I-202505130401	201-5-311-42600	SUPPLIES - HWY		275.00
01-02396	GWORKS	I-202505130402	201-5-311-42200	PROF SERVICES - HWY		2,885.00
01-03154	CHS INC	I-202505130403	201-5-311-42600	SUPPLIES - HWY		1,161.60
01-03185	D-P TOOLS	I-202505130404	201-5-311-42500	MAINTENANCE - HWY		248.43
01-04125	TITAN MACHINERY - YANKT	I-202505130405	201-5-311-42500	MAINTENANCE - HWY		184.40
01-04338	MIDWEST PETROLEUM EQUIP	I-202505130406	201-5-311-42500	MAINTENANCE - HWY		1,109.29
01-04489	NEW CENTURY FS	I-202505130407	201-5-311-42640	HIGHWAY FUEL - HWY		1,589.09
01-04709	MIDSTATES EQUIPMENT & S	I-202505130408	201-5-311-42500	MAINTENANCE - HWY		1,576.80
01-04798	STREET SMART RENTALS, L	I-202505130409	201-5-311-42600	SUPPLIES - HWY		7,240.00
01-04799	NFPI TRAINING	I-202505130410	201-5-311-42500	MAINTENANCE - HWY		3,190.00
01-05065	FIRST BANKCARD	I-202505130411	201-5-311-42600	SUPPLIES - HWY		346.77
01-06244	GRAHAM TIRE YANKTON	I-202505130412	201-5-311-42500	MAINTENANCE - HWY		961.07
01-07761	JIM HAWK TRUCK TRAILERS	I-202505130413	201-5-311-42500	MAINTENANCE - HWY		272.15
01-07761	JIM HAWK TRUCK TRAILERS	I-202505130414	201-5-311-42600	SUPPLIES - HWY		561.87
01-09120	JANSSSEN'S GARBAGE SERVI	I-202505130415	201-5-311-42800	UTILITIES - HWY		60.00
01-11088	LOCATORS & SUPPLIES, IN	I-202505130416	201-5-311-42600	SUPPLIES - HWY		82.46
01-12371	MIDAMERICAN ENERGY	I-202505130417	201-5-311-42800	UTILITIES - HWY		239.51
01-14005	OLSON'S PEST TECHNICIAN	I-202505130418	201-5-311-42500	MAINTENANCE - HWY		110.00
01-14030	O'REILLY AUTO PARTS	I-202505130419	201-5-311-42500	MAINTENANCE - HWY		15.99
01-17226	RIVERSIDE HYDRAULICS &	I-202505130420	201-5-311-42500	MAINTENANCE - HWY		83.08
01-18221	TRANSOURCE	I-202505130421	201-5-311-42500	MAINTENANCE - HWY		566.72
01-18610	TWO WAY SOLUTIONS INC	I-202505130422	201-5-311-42500	MAINTENANCE - HWY		1,529.99
01-19057	TRUENORTH STEEL	I-202505130423	201-5-311-42500	MAINTENANCE - HWY		4,560.00
01-22241	ONE OFFICE SOLUTION	I-202505130424	201-5-311-42600	SUPPLIES - HWY		87.79
01-24008	YANKTON JANITORIAL SUPP	I-202505130425	201-5-311-42600	SUPPLIES - HWY		455.90
01-24031	YANKTON THRIVE	I-202505140521	201-5-311-42700	MEMBERSHIP DUES - HWY		28.00

DEPARTMENT 311 HIGHWAY CONSTRUCTION & TOTAL: 43,606.14

FUND 201 ROAD & BRIDGE TOTAL: 43,606.14

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 207 EMERGENCY 911 FUND
DEPARTMENT: 225 LOCAL EMERGENCY PLANNING

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02692	CENTURYLINK	I-202505140550	207-5-225-42800	UTILITIES - E911		83.20
01-06224	GOLDEN WEST TELECOMMUNI	I-202505120384	207-5-225-42800	UTILITIES - E911		145.00
DEPARTMENT 225 LOCAL EMERGENCY PLANNI TOTAL:						228.20
FUND 207 EMERGENCY 911 FUND TOTAL:						228.20

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 210 JAIL BUILDING
DEPARTMENT: 212 JAIL BUILDING

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-04207	SENTRY SECURITY FASTENE	I-202505120394	210-5-212-42500	JAIL BUILDING		1,971.20
01-04207	SENTRY SECURITY FASTENE	I-202505120395	210-5-212-42500	JAIL BUILDING		4,282.55
				DEPARTMENT 212 JAIL BUILDING	TOTAL:	6,253.75
				FUND 210 JAIL BUILDING	TOTAL:	6,253.75

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 226 EMERGENCY MANAGEMENT
DEPARTMENT: 222 EMERGENCY MANAGEMENT

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00928	ANDERSEN TELECOM LLC	I-202505120369	226-5-222-42500	MAINTENANCE - EDS		200.00
01-02008	NAPA AUTO PARTS OF YANK	I-202505120393	226-5-222-42600	SUPPLIES - EDS		129.99
01-04023	ECHO GROUP	I-202505140460	226-5-222-42500	MAINTENANCE - EDS		325.00
01-04295	AT & T MOBILITY	I-202505120391	226-5-222-42800	UTILITIES - EDS		67.41
01-05065	FIRST BANKCARD	I-202505140506	226-5-222-42600	SUPPLIES - EDS		504.60
01-05065	FIRST BANKCARD	I-202505140507	226-5-222-42200	PROF SERVICES - EDS		547.20
01-05065	FIRST BANKCARD	I-202505140508	226-5-222-42700	TRAVEL - EDS		1,622.57
01-05065	FIRST BANKCARD	I-202505140509	226-5-222-42500	MAINTENANCE - EDS		99.96
01-10258	GREAT AMERICA FINANCIAL	I-202505140540	226-5-222-42400	RENTALS - EDS		191.39
01-11049	LEAF	I-202505140467	226-5-222-42400	RENTALS - EDS		137.69
01-12132	MIDCONTINENT COMMUNICAT	I-202505120390	226-5-222-42800	UTILITIES - EDS		179.96
01-19247	TABOR LUMBER COOPERATIV	I-202505120337	226-5-222-42600	SUPPLIES - EDS		229.64
01-24031	YANKTON THRIVE	I-202505140516	226-5-222-42700	MEMBERSHIP DUES - EDS		28.00

DEPARTMENT 222 EMERGENCY MANAGEMENT TOTAL: 4,263.41

FUND 226 EMERGENCY MANAGEMENT TOTAL: 4,263.41

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 248 24/7 SOBRIETY FUND
DEPARTMENT: 212 24/7 PROGRAM

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-15051	PHARMCHEM INC.	I-202505120380	248-5-212-42200	PROF SERVICES - 24/7		4,600.80
DEPARTMENT 212 24/7 PROGRAM						TOTAL: 4,600.80
FUND 248 24/7 SOBRIETY FUND						TOTAL: 4,600.80

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 250 M & P R FUND
DEPARTMENT: 163 MOD & PRESERV RELIEF

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-22241	ONE OFFICE SOLUTION	I-202505140472	250-5-163-42900	M & PR FUND		61.11
DEPARTMENT 163 MOD & PRESERV RELIEF TOTAL:						61.11
FUND 250 M & P R FUND TOTAL:						61.11

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 759 CLEARING FUND
DEPARTMENT: N/A NON-DEPARTMENTAL

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 33
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04773	SUPERCOM INC.	I-202505120340	759-4-34216	JAIL TRACKING MONITORS		78.00
01-18405	BYRON NOGELMEIER	I-202505120346	759-4-34217	CAM DAILY FEE		2,707.00
01-18405	BYRON NOGELMEIER	I-202505120348	759-4-34223	REMOTE BREATH		1,320.00
DEPARTMENT 0000 NON-DEPARTMENTAL						TOTAL: 4,105.00

FUND 759 CLEARING FUND						TOTAL: 4,105.00

5/14/2025 4:06 PM
VENDOR SET: 01 Yankton County
PACKET: 02491 KASI'S CLAIMS 05-19-2025
FUND : 768 ST WIDE 24/7 SOBRIETY FUN
DEPARTMENT: N/A NON-DEPARTMENTAL

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 34
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-18405	BYRON NOGELMEIER	I-202505120347	768-4-34230	STATE PARTICIPATION FEE		210.00
				DEPARTMENT 0000 NON-DEPARTMENTAL	TOTAL:	210.00
				FUND 768 ST WIDE 24/7 SOBRIETY	TOTAL:	210.00
				REPORT GRA TOTAL:		182,507.38

POOLED CASH REPORT
AS OF: APRIL 30TH, 2025

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-10100		GENERAL CASH & DEPOSITS	5,402,552.94	2,421,500.68	7,824,053.62
201-10100		ROAD & BRIDGE CASH & DEPOSITS	194,099.27	59,016.28	253,115.55
207-10100		E911	514,696.53	(39,006.41)	475,690.12
210-10100		JAIL BLDG CASH & DEPOSITS	696,212.50	793.26	697,005.76
218-10100		OPIOID SETTLEMENT	19,215.35	0.00	19,215.35
219-10100		DIVERSION	114,785.75	2,500.00	117,285.75
226-10100		EMERGENCY MANAGEMENT	(63,181.82)	(22,799.29)	(85,981.11)
229-10100		DOMESTIC ABUSE	1,374.23	581.57	1,955.80
233-10100		COUNTY BUILDING	35,697.81	36,745.42	72,443.23
243-10100		HISTORICAL PRESERVATION	9,025.46	41,142.85	50,168.31
248-10100		24/7 FUND	124,975.60	2,036.41	127,012.01
250-10100		M & P R FUND	139,969.15	565.56	140,534.71
290-10100		AMERICAN RESCUE PLAN	0.00	0.00	0.00
295-10100		RURAL ACCESS INFRASTRUCTURE	401,797.01	457.81	402,254.82
402-10100		DEBT SERVICE-SAFETY CENTER	125,173.62	104,873.07	230,046.69
404-10100		DEBT SERVICE - NAPA JUNCTION	206,863.51	8,170.15	215,033.66
704-10100		COUNTY LAW LIBRARY	1,316.85	726.00	2,042.85
705-10100		TOWER FUND	13,358.41	0.00	13,358.41
721-10100		DISTRICT SCHOOLS	1,324,153.09	6,358,562.48	7,682,715.57
723-10100		CITIES & TOWNS	388,826.39	1,581,922.65	1,970,749.04
725-10100		TOWNSHIPS	56,568.04	86,036.54	142,604.58
735-10100		DELINQUENT TAXES	32,492.56	(1,359.00)	31,133.56
736-10100		MUNICIPALITIES	0.00	7,964.85	7,964.85
739-10100		SPECIAL ASSESSMENTS	0.00	0.00	0.00
740-10100		DRAINAGE DITCHES	371,191.96	13,329.26	384,521.22
742-10100		STATE MOTOR	458,041.70	(24,315.65)	433,726.05
748-10100		LOCAL EMERGENCY PLANNING	4,460.25	0.00	4,460.25
757-10100		SPECIAL HIGHWAY	0.00	24,073.49	24,073.49
759-10100		CLEARING FUND	5,281.99	(45.00)	5,236.99
763-10100		REDEMPTION	114.85	0.00	114.85
764-10100		RC & D LOWER JAMES	4,620.00	0.00	4,620.00
767-10100		FIRE/ROAD DISTRICT	37.98	0.00	37.98
768-10100		Statewide 24/7 Sobriety Prog	1,942.00	(65.00)	1,877.00
769-10100		M & PR Fund	0.00	0.00	0.00
770-10100		OTHER SPECIALS	88,450.19	435,759.23	524,209.42
771-10100		W 11TH IMPROVEMENT ZONE	<u>57,574.24</u>	<u>8,562.50</u>	<u>66,136.74</u>
TOTAL CLAIM ON CASH			10,731,687.41	11,107,729.71	21,839,417.12
			=====	=====	=====

CASH IN BANK - POOLED CASH

999-10050		TOTAL CASH ON HAND	173,976.83	0.00	173,976.83
999-10100		Pooled Cash Checking	6,264,399.15	6,917,333.45	13,181,732.60
999-10200		CHECKING CREDIT CARD	0.00	0.00	0.00
999-10300		SAVINGS ACCOUNT BALANCES	4,287,034.79	4,190,396.26	8,477,431.05
999-10400		CD'S ACCOUNT BALANCE	0.00	0.00	0.00
999-10500		BAD CHECKS	<u>6,276.64</u>	<u>0.00</u>	<u>6,276.64</u>
SUBTOTAL CASH IN BANK - POOLED CASH			10,731,687.41	11,107,729.71	21,839,417.12

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<hr/>					
<u>WAGES PAYABLE</u>					
999-20400		WAGES PAYABLE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
		SUBTOTAL WAGES PAYABLE	0.00	0.00	0.00
TOTAL CASH IN BANK - POOLED CASH			10,731,687.41	11,107,729.71	21,839,417.12
			=====	=====	=====
<u>DUE TO OTHER FUNDS - POOLED CASH</u>					
999-20300		DUE TO OTHER FUNDS	<u>10,731,687.41</u>	<u>11,107,729.71</u>	<u>21,839,417.12</u>
		TOTAL DUE TO OTHER FUNDS	10,731,687.41	11,107,729.71	21,839,417.12
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