

Agenda

Yankton County Commission

6:00 PM, Thursday, September 17, 2026
Commission Chamber
Yankton County Government Center

DOCUMENTS WILL BE AVAILABLE AT AUDITOR'S OFFICE FOR REVIEW BEGINNING
SEPTEMBER 11TH. 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: _____ Wand Howey-Fox _____ Ryan Heine _____ Don Kettering
_____ Dan Klimisch _____ John Marquardt

AGENDA ITEMS

No.	Time	Item Description	Presenter
03	6:00 PM	Abstain Financial Conflict of Interest (SDCL 6-1-17) Non-Financial Interest-Must State Reason for Abstaining	Commissioner Marquardt
04	6:05 PM	Approval of Agenda Public comment is a time for persons to address this body on any subject. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Each person has up to three minutes to speak. There shall be no personal attacks against the members of this body, county staff, individual, or organizations. The Chair has the authority to enforce this policy. Failure to adhere to these rules may result in forfeiture of the remaining speaking time.	Public Comment
05	6:10 PM	2nd Reading Ordinance #26 Gross Receipts and a use Tax	Commission
06	6:15 PM	Approve Vacation of Section Line	Ross Den Herder
07	6:20 PM	Quote Cleargov, upgrade to Incode 10 Quote Approve Annual Budget for 2027	Commission

08	6:25 PM	Financial Update	Brian Hunhoff
09	6:30 PM	Approve BIG PE Agreement's for 68-186-070 and Fleegs Bridge 68-156-182	Highway
10	6:35 PM	5-Year Plan	Highway
11	6:40 PM	Approval of Subsurface Bid Approve Joint Powers and Funding Agreement Purchase Agreement – Mower Tractor	Highway
12	6:45 PM	Plat - Hacecky Plat – Golden	Zoning
13	6:50 PM	Approve Recommendations for Ambulance Funding	Commission
14	6:55 PM	Surplus Property 1215 Whiting St. and 708 Walnut St.	Commission
15	7:00 PM	Hazard Mitigation Project Selection	Commission
16	7:05 PM	August 12, 2026 Minutes September 1, 2026 Minutes	Commission
17	7:10 PM	Claims	Auditor
18	7:15 PM	August 2026 Auditor/Treasurer Report & Pooled Cash Unanticipated Donation Revenue - Sheriff	Auditor
19	7:20 PM	Public Comment	
20	7:25 PM	Commissioner Updates	
21	7:30 PM	Executive Session Legal 1-25-2(3), Poor Relief Issues Pursuant to SDCL 1-25-2 & 28-13 and 28-13-1.3 Items for Next Meeting	States Attorney

ORDINANCE #26

AN ORDINANCE IMPOSING A COUNTY GROSS RECEIPTS TAX AND A USE TAX FOR YANKTON COUNTY, SOUTH DAKOTA

BE IT ORDAINED BY YANKTON COUNTY, SOUTH DAKOTA.

Section 1. **PURPOSE:** The purpose of this ordinance is to provide additional needed revenue for Yankton County, South Dakota, by imposing county gross receipts tax pursuant to the powers granted to the county by the State of South Dakota by SDCL 10-52B. The purpose of the county gross receipts tax is to provide property tax relief on the county property tax levy for all property classified as owner-occupied. All monies collected by the county from the gross receipts tax must be deposited into a property tax reduction fund, whereby passage of this ordinance shall hereby create.

Section 2. **EFFECTIVE DATE AND ENACTMENT OF TAX:** From and after the first day of January, 2027, there is hereby imposed as a county gross receipts tax of one-half percent (0.5%) on the gross receipts of all persons engaged in business within the jurisdiction of Yankton County, South Dakota, who are subject to the South Dakota Retail Occupational Sales and Service Tax, SDCL 10-45 and acts amendatory thereto.

Section 3. **USE TAX:** In addition, there is hereby imposed a gross receipts tax on the privilege of use, storage, and consumption within the jurisdiction of the county of items purchased from and after the first of January, 2027, at the same rate as the county gross receipt tax upon all transactions or use, storage, and consumption which are subject to the South Dakota Use Tax, SDCL 10-46, and acts amendatory thereto.

Section 4. **COLLECTION:** Such tax is levied pursuant to authorization granted by SDCL 10-52B and acts amendatory thereto, and shall be collected by the South Dakota Department of Revenue in accordance with the same rules and regulations applicable to the State Sales Tax and under such additional rules and regulations as the Secretary of Revenue of the State of South Dakota shall lawfully prescribe.

Section 5. **INTERPRETATION:** It is declared to be the intention of this ordinance and the taxes levied hereunder that the same shall be interpreted and construed in the same manner as all sections of the South Dakota Retail Occupational Sales and Service Tax, SDCL 10-45 and acts amendatory thereto and the South Dakota Use Tax, SDCL 10-46 and acts amendatory hereto, and that this shall be considered a similar tax except for the rate thereof to that tax.

Section 6. **COUNTY ADMINISTRATIVE FEES:** There shall be allocated from the Property Tax Reduction Fund established herein, amounts necessary to implement this ordinance in the amount of two percent (2%) of all monies deposited in the property tax reduction fund during the first year of implementation and \$20,000 per year thereafter.

Section 7. **PENALTY:** Any person failing or refusing to make reports or payments prescribed by this ordinance and the rules and regulations relating to the ascertainment and collection of the tax herein levied shall be subject to all such collection remedies authorized by SDCL 10-45, and acts amendatory thereto, and SDCL 10-46, and acts amendatory thereto.

Section 8. SEVERABILITY: If any provision of this ordinance is declared unconstitutional or the application thereof to any person or circumstances held invalid the constitutionality of the remainder of the ordinance and applicability thereof to other persons or circumstances shall not be affected thereby.

Yankton County Chairman, John Marquardt /s/
ATTEST: Patty Hojem, Yankton County Auditor /s/

First Reading: September 1, 2026

Second Reading and Adoption: September 17, 2026

Publication Date: August 21 and August 28, 2026

NOTICE OF PUBLIC HEARING ON
THE VACATION OF A SECTION LINE OF SECTION 8
and 9, TOWNSHIP 93N, RANGE 55W

Notice is hereby given that a Petition to Vacate
Section Line has been presented to the Board of
County Commissioners of Yankton County
requesting that the section line be vacated:

The north-south section line highway beginning at
the north boundary of the Whiting Drive right of
way to the north boundaries of Section 8 and 9,
Township Ninety-three (93) North, Range Fifty-five
(55) west of 5th P.M.. Notice is further given that
Thursday, September 17, 2026 at the hour of
6:10 PM, at the Yankton County
Government Center in the Commissioners'
Chambers has been set by the Board of County
Commissioners as the time and place for hearing
said Petition. Notice is further given that any
person, persons, or their attorney may appear and
be heard at said scheduled public hearing.
Information, opinions or arguments may be
presented by any person or persons unable to
attend the hearing by submitting such information,
opinions or arguments in writing to the Yankton
County Commission Attention: Yankton County
Auditor, 321 W 3rd St., Suite 100, Yankton, SD
57078. Any such information, opinions or
arguments submitted in writing must be received in
the Yankton County Auditor's office by 5:00 PM,
five (5) days prior to the scheduled hearing.

Patty Hojem, Yankton County Auditor

PETITION TO VACATE SECTION LINE HIGHWAY

To: The Members of the Board of County Commissioners, Yankton County, South Dakota

In accordance with SDCL 31-3-6, the property owners identified in Article I herein, hereby petition the Board of County Commissioners, Yankon County, South Dakota, to vacate the section line highway described in Article II herein.

I. Property Owners/Petitioners:

The following entities and individuals are the owners of the property adjacent to the portion of the section line highway to be vacated. No other property owners own property adjacent to this portion of the section line highway.

Parcel Number on Exhibit A	Property Owners/Address	Description of Property Owned
05.008.100.310	Tabor Lumber Cooperative P.O. Box 278 Tabor, South Dakota 67063	Tract One (1) & Tract Four (4) Long's Addition, of Section Eight (8), Township Ninety-three (93) North, Range Fifty-five (55) West of the 5 th P.M., Yankton County, South Dakota
05.008.100.300	Anderson Holdings SDA, LLC 202 W. Second Street Yankton, SD 57078	Southeast Quarter of the Northeast Quarter (SW1/4SE1/4) and the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) and the West Half of the Northeast Quarter (W1/2NE1/4) all lying north of the Highway, excepting therefrom Tracts 1, 2, 3, and 4 o Long's Addition as plated in Book S 18, page 119, and further exempting Lots H2, H3 and H4 as plated in Book S16, page 34, all in Section Eight (8), Township Ninety-three (93) North, Range Fifty-five (55) West of the 5 th P.M., Yankton County, South Dakota, less highways and roads
05.009.400.465	Roger J. Hochstein and Jeanne A. Hochstein 2301 SW Jim River Road Yankton, SD 57078	The North Half (N1/2) of Lot Two (2) of Jacob's Lots in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Nine (9), Township Ninety-three (93) North, Range Fifty-five (55) West of the 5 th P.M., Yankton County, South Dakota

05.009.400.470	Mark Keehr & Paula Keehr 2300 Whiting Drive Yankton, SD 57078	South Half (S1/2) of Lot Two (2) of Jacob's Lots in the Northwest Quarter of the Northwest Quarter (NW1/4 of the NW1/4), Section Nine (9), Township Ninety-three (93), Range Fifty-five (55) West of the 5 th P.M., Yankton County, South Dakota
05.009.400.460	Mark Keehr 2300 Whiting Drive Yankton, SD 57078	Lot One (1) of Jacob's Lot, of Northwest Quarter (NW1/4) of Section Nine (9) Township Ninety-three (93) North, Range Fifty-five (55) West of the 5 th P.M., Yankton County, South Dakota, excluding Lot Three (3) of Jacob's Lot and Highway Lot 1
05.009.400.475	Michael B. Giedd and Sharon A. Giedd 2210 Whiting Drive Yankton, SD 57078	Lot Three (3) of Jacob's Lot, of Northwest Quarter (NW1/4) of Section Nine (9) Township Ninety-three (93) North, Range Fifty-five (55) West of the 5 th P.M., Yankton County, South Dakota

II. Description of the Section Line Highway to be Vacated:

As depicted in Exhibit A and Exhibit B attached hereto, the beginning, course, and termination of the portion of the section line highway that this petition requests to vacate is described as follows:

The north-south section line highway beginning at the north boundary of the Whiting Drive right of way to the north boundaries of Section 8 and 9, Township Ninety-three (93) North, Range Fifty-five (55) West of the 5th P.M., Yankton County, South Dakota, a distance of approximately 1,050 feet.

The beacon report identifies the property to be vacated as highway lots, however, beacon is incorrect. The plats attached hereto as Exhibit C correctly identifies the property as section line right-of-way.

III. Compliance with SDCL 31-3-44

SDCL 31-3-44 requires that when the property subjection to vacation is subject to the extraterritorial jurisdiction of a municipality the vacation must be approved by the governing board of the municipality exercising comprehensive planning and zoning powers within such extraterritorial area. As set forth in Exhibit D, the proposed vacation was approved by the City of Yankton Planning and Zoning Board and the City of Yankton Board of Commissioners on October 6, 2025 and October 14, 2025 respectively.

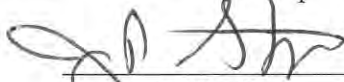
IV. This request is in the best interest of the public for the following reasons:

1. To the best of Petitioners' knowledge, except for the Petitioners and their predecessors in interest, who have utilized the section line highway as a contingent portion of their adjacent property and not a roadway, the section line highway has never been used by any member of the public since the Jim River Road was constructed in the late 1960s approximately 400 feet to the east of the section line. As such, vacating the section line highway is in the public's best interest because it would eliminate any legal duty and attendant expense (and potential liability) to maintain the roadway to a passable minimum standard.
2. Vacating the requested portion of the section line highway will not land-lock any parcels either legally or by natural conditions or obstructions. It will not create a burden upon any neighboring land, as all adjacent parcels identified in Article I herein have access by all-weather public highways from their own frontage.

PETITIONERS

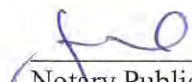
Dated this 24th day of July, 2026.

Tabor Lumber Cooperative


By: Jason Stark
Its: Manager



Subscribed and sworn to before me this 24th day of July, 2026.


Notary Public
My Commission Expires:



Dated this 20 day of June, 2026.

Anderson Holdings SDA, LLC

[Signature]

By:

Its: Authorized Member

Subscribed and sworn to before me this 29th day of June, 2026.



[Signature]

Notary Public

My Commission Expires:

Dated this 24 day of July, 2026.

Mark Keehr
Mark Keehr



Subscribed and sworn to before me this 24th day of July, 2026.

[Signature]
Notary Public
My Commission Expires:
MY COMMISSION EXPIRES 07-07-29

Dated this 24 day of July, 2026.

Paula Keehr
Paula Keehr



Subscribed and sworn to before me this 24th day of July, 2026.

[Signature]
Notary Public
My Commission Expires:
MY COMMISSION EXPIRES 07-07-29

Dated this 12th day of June, 2026.

Roger J. Hochstein
Roger J. Hochstein



Subscribed and sworn to before me this 12th day of June, 2026.

Juno
Notary Public
My Commission Expires:
MY COMMISSION EXPIRES 07-07-29

Dated this 12th day of June, 2026.

Jeanne A. Hochstein
Jeanne A. Hochstein



Subscribed and sworn to before me this 12th day of June, 2026.

Juno
Notary Public
My Commission Expires:
COMMISSION EXPIRES 07-07-29

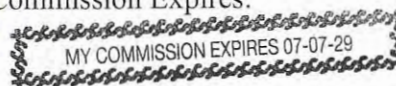
Dated this 24th day of July, 2026.

Michael B. Giedd
Michael B. Giedd



Subscribed and sworn to before me this 24th day of July, 2026.

Jenna
Notary Public
My Commission Expires:



Dated this 24th day of July, 2026.

Sharon A. Giedd
Sharon A. Giedd



Subscribed and sworn to before me this 24th day of July, 2026.

Jenna
Notary Public
My Commission Expires:





Yankton County, SD

Exhibit A



Overview



Legend

- Townships
- Sections
- Parcels
- City Limits
- Streets and Roads

Disclaimer: Yankton County digital cadastral data are a representation of recorded plats and surveys for use within the Geographic Information System for purposes of data access and analysis. These and other digital data do not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use.

Date created: 6/3/2026
Last Data Uploaded: 6/3/2026 4:02:12 AM

Developed by  SCHNEIDER
GEOSPATIAL

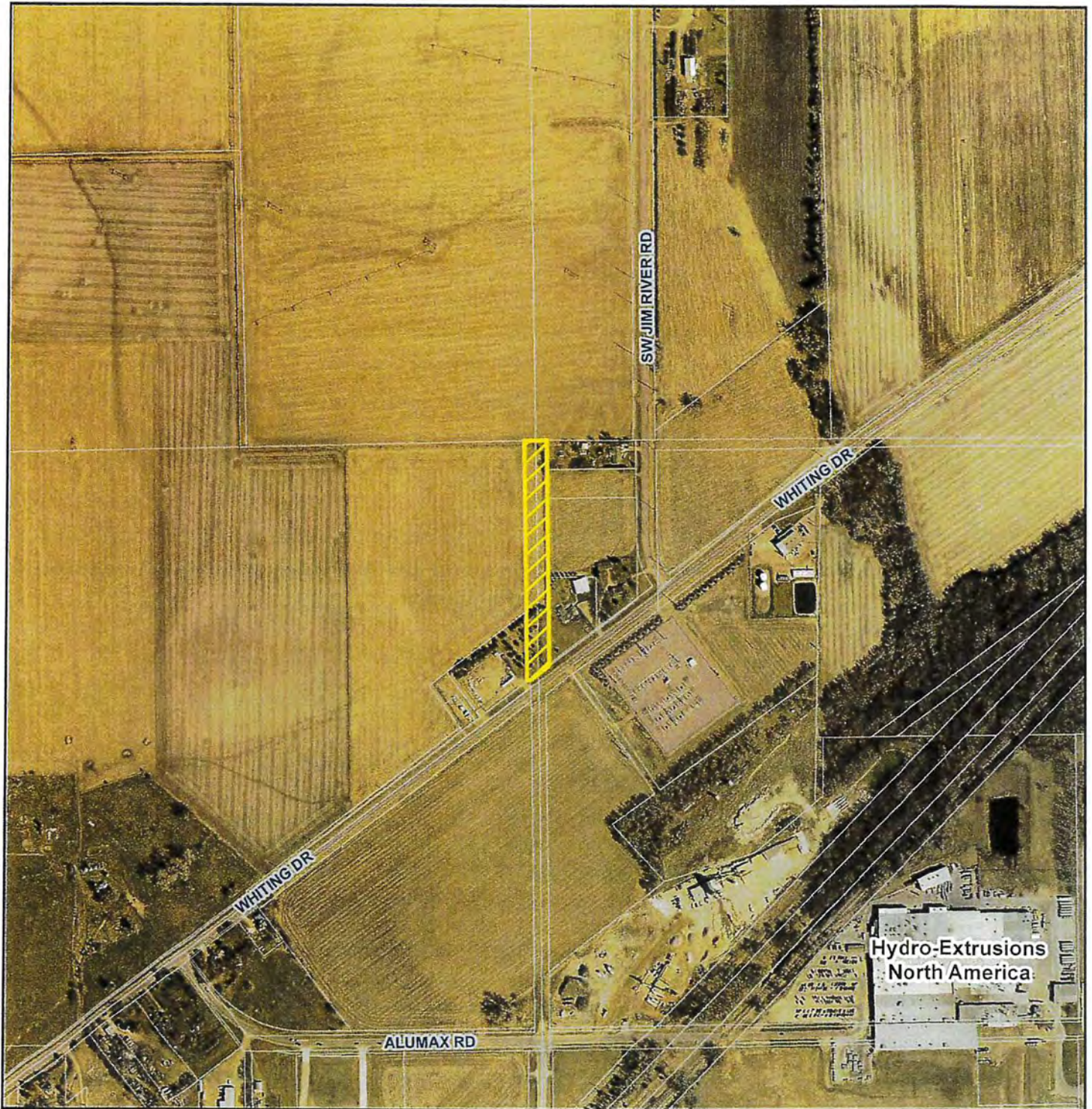


EXHIBIT B

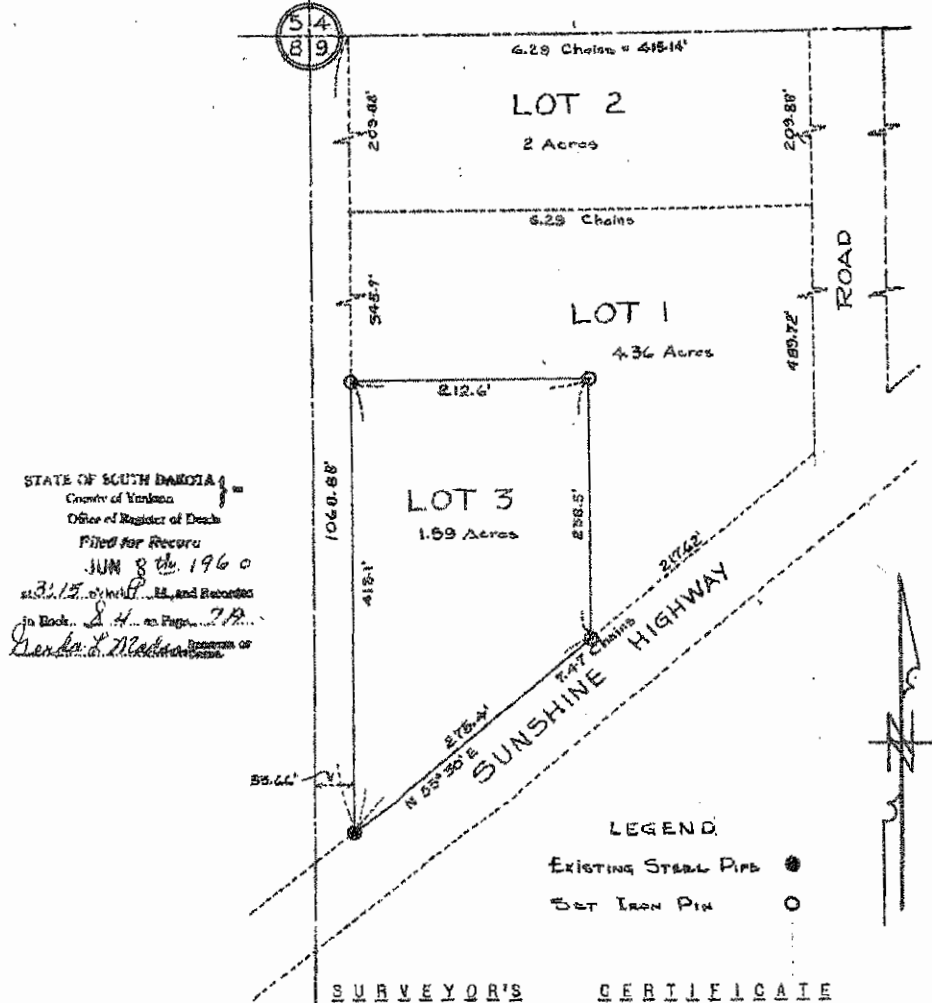
Proposed ROW Vacation Location Map



Blumberg No. 5208

EXHIBIT
C

PLAT OF
LOT #3 OF JACOB'S LOTS
NW 1/4 OF NW 1/4 OF SECTION 9, TWP 93, RG. 55



STATE OF SOUTH DAKOTA
County of Yankton
Office of Registrar of Deeds
Filed for Record
JUN 8th 1960
at 3:15 p.m. by J. H. and Recorded
in Book 24 on Page 79.
Danka & Nelson, Register of Deeds

SURVEYOR'S CERTIFICATE

I, W.R. NEUFELD, REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE REQUEST OF EDWARD KEHR, MADE A SURVEY OF THE PROPERTY TO BE KNOWN AS LOT 3 OF JACOB'S LOTS - NW 1/4, NW 1/4, OF SECTION 9, TWP. 93, RG. 55W OF YANKTON COUNTY, SOUTH DAKOTA, BEGINNING AT A POINT 33.66' EAST AND 1068.88' SOUTH OF THE NORTHWEST CORNER OF SEC. 9, TWP. 93, RG. 55W, AND RUNNING THENCE NORTH 413.1', RUNNING THENCE EAST 212.6', RUNNING THENCE SOUTH 238.5', RUNNING THENCE SOUTH-WESTERLY ALONG THE NORTHERLY ROW OF THE SUNSHINE HIGHWAY 275.4' TO THE POINT OF BEGINNING. SAID LOT CONTAINING 1.59 AC.

I CERTIFY THAT I HAVE EXECUTED THE ABOVE INSTRUMENT THIS 27th DAY OF May, 1960 A.D.

W.R. Neufeld
W.R. NEUFELD
REG. P.E. AND L.S.

SEAL

COUNTY TREASURER'S CERTIFICATE

E. J. Gorman, COUNTY TREASURER FOR THE COUNTY OF YANKTON, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH MAY BE A LIEN UPON THE LAND INCLUDED IN THE ACCOMPANYING PLAT HAVE BEEN FULLY PAID.

E. J. Gorman
COUNTY TREASURER

COUNTY AUDITOR'S CERTIFICATE

B. J. Hokenstam, AUDITOR IN AND FOR THE COUNTY OF YANKTON, SOUTH DAKOTA, HEREBY CERTIFY THAT PURSUANT TO CHAPTER 51.1405 OF THE SOUTH DAKOTA CODE AS AMENDED BY CHAPTER 214 OF THE SESSION LAWS OF 1945, I ORDER THE PLAT DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE MADE AND RECORDED, HEREAFTER THE PARCEL OF LAND SO PLATTED SHALL BE KNOWN AND DESCRIBED BY ITS RESPECTIVE LOT NUMBER AS SHOWN ON THE ACCOMPANYING PLAT.

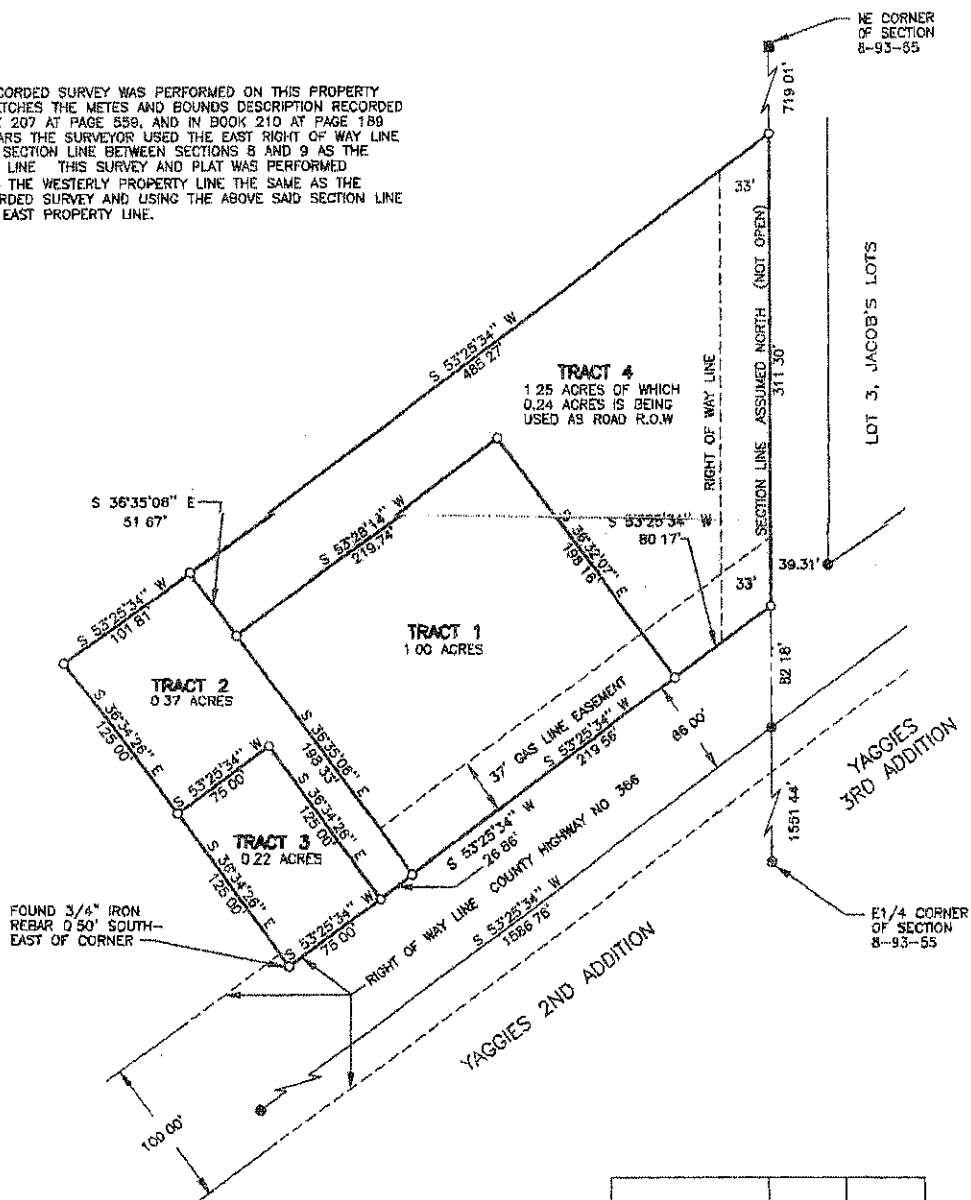
WITNESS MY HAND AND SEAL OF OFFICE THIS 8th DAY OF June, 1960 A.D.

B. J. Hokenstam
COUNTY AUDITOR
YANKTON COUNTY, S.D.

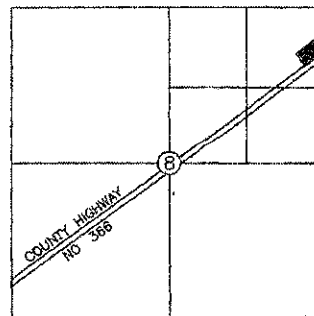
PLAT OF TRACTS 1, 2, 3 AND 4, LONG'S ADDITION IN THE NE1/4 OF THE NE1/4
OF SECTION 8, T93N, R55W, OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA.

NOTE:

A UNRECORDED SURVEY WAS PERFORMED ON THIS PROPERTY THAT MATCHES THE METES AND BOUNDS DESCRIPTION RECORDED IN BOOK 207 AT PAGE 558, AND IN BOOK 210 AT PAGE 189. IT APPEARS THE SURVEYOR USED THE EAST RIGHT OF WAY LINE OF THE SECTION LINE BETWEEN SECTIONS 8 AND 9 AS THE SECTION LINE. THIS SURVEY AND PLAT WAS PERFORMED KEEPING THE WESTERLY PROPERTY LINE THE SAME AS THE UNRECORDED SURVEY AND USING THE ABOVE SAID SECTION LINE AS THE EAST PROPERTY LINE.



LEGEND
SCALE 1" = 60'



LOCATION (NOT TO SCALE)

SURVEYOR'S CERTIFICATE

I, JOHN L. BRANDT, A REGISTERED LAND SURVEYOR UNDER THE LAWS OF SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNERS, MADE A SURVEY AND PLAT OF 2 METES AND BOUNDS DESCRIPTIONS RECORDED AT THE YANKTON COUNTY REGISTER OF DEEDS OFFICE IN BOOK 210, PAGE 169 AND 170, PAGE 592. THAT SHALL HEREAFTER BE KNOWN AS TRACTS 1, 2, 3 AND 4, LONG'S ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T93N, R55W, OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA. I HAVE SET IRON REBAR AS SHOWN AND SAID SURVEY AND PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 13TH DAY OF NOVEMBER, 1993.



OWNER'S CERTIFICATE

I, DENNIS D. WERKMEISTER, AGENT AND ATTORNEY-IN-FACT OF NORTHERN NATURAL GAS, DO HEREBY CERTIFY THAT NORTHERN NATURAL GAS IS THE OWNER OF TRACT 3, LONG'S ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T93N, R55W, OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA, AND

WE, JACK L. ALEXANDER, Sr. VICE PRESIDENT, MIDAMERICAN ENERGY COMPANY AND P.J. LEIGHTON, CORPORATE SECRETARY, MIDAMERICAN ENERGY COMPANY, DO HEREBY CERTIFY THAT MIDAMERICAN ENERGY COMPANY IS THE OWNER OF TRACTS 1, 2 AND 4, LONG'S ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T93N, R55W, OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA, AND

THAT THE ABOVE PLAT WAS MADE AT OUR REQUEST AND UNDER OUR DIRECTION FOR THE PURPOSE OF PLATTING AND MARKING THE SAME. WE ALSO CERTIFY THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND SEDIMENT CONTROL REGULATIONS.

DATED THIS 8 DAY OF APRIL, 1999

Dennis D. Werkmeister
DENNIS D. WERKMEISTER
AGENT AND ATTORNEY-IN-FACT
NORTHERN NATURAL GAS COMPANY

STATE OF Minnesota
COUNTY OF Hennepin

ON THIS 8th DAY OF April, 1999, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED DENNIS D. WERKMEISTER, WHO ACKNOWLEDGED HIMSELF AS AGENT AND ATTORNEY-IN-FACT, NORTHERN NATURAL GAS, AND THAT AGENT AND ATTORNEY-IN-FACT BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF NORTHERN NATURAL GAS BY HIMSELF AS AGENT AND ATTORNEY-IN-FACT.

DATED THIS _____ DAY OF _____, 19____



MY COMMISSION EXPIRES NOTARY PUBLIC

Jack L. Alexander
JACK L. ALEXANDER
Sr. VICE PRESIDENT
MIDAMERICAN ENERGY COMPANY

P.J. Leighton
P.J. LEIGHTON
CORPORATE SECRETARY
MIDAMERICAN ENERGY COMPANY

STATE OF Iowa
COUNTY OF Polk

ON THIS 29th DAY OF January, 1999, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED JACK L. ALEXANDER AND P.J. LEIGHTON, WHO ACKNOWLEDGED THEMSELVES AS Sr. VICE PRESIDENT, MIDAMERICAN ENERGY COMPANY AND CORPORATE SECRETARY, MIDAMERICAN ENERGY COMPANY, RESPECTIVELY, AND THAT SUCH Sr. VICE PRESIDENT AND CORPORATE SECRETARY BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF MIDAMERICAN ENERGY COMPANY BY THEMSELVES AS Sr. VICE PRESIDENT AND CORPORATE SECRETARY.



Marilyn A. Clauson
MY COMMISSION EXPIRES NOTARY PUBLIC

RESOLUTION BY THE CITY COMMISSION

WHEREAS, IT APPEARS THAT THE OWNER'S THEREOF HAVE CAUSED A PLAT TO BE MADE OF THE FOLLOWING DESCRIBED REAL PROPERTY TRACTS 1, 2, 3 AND 4, LONG'S ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 8, 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 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 THE 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

Carl F. ...
MAYOR, CITY OF YANKTON, SOUTH DAKOTA

I, AL PEDERICK, 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 1st DAY OF APRIL, 1999.

Al Pederrick
CITY FINANCE OFFICER, YANKTON, SOUTH DAKOTA

COUNTY COMMISSIONER'S RESOLUTION

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF YANKTON COUNTY, SOUTH DAKOTA THAT THE PLAT OF TRACTS 1, 2, 3 AND 4, LONG'S ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T93N, R55W, OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA BE APPROVED AND THE COUNTY AUDITOR FOR YANKTON COUNTY, SOUTH DAKOTA IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THE RESOLUTION AND CERTIFY THE SAME.

DATED THIS 25th DAY OF MAY, 1999

John Shueless
CHAIRMAN, COUNTY COMMISSIONERS

I, THE UNDERSIGNED, COUNTY AUDITOR FOR YANKTON COUNTY, SOUTH DAKOTA DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF YANKTON COUNTY, SOUTH DAKOTA AT THE REGULAR MEETING ON THE 25th DAY OF MAY, 1999.

Santa H. Jones
COUNTY AUDITOR

COUNTY TREASURER'S CERTIFICATE

I, THE UNDERSIGNED, COUNTY TREASURER FOR YANKTON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE AND FOREGOING PLAT, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN PAID IN FULL.

James Macdonald
COUNTY TREASURER

DIRECTOR OF EQUALIZATION

I, THE UNDERSIGNED, COUNTY DIRECTOR OF EQUALIZATION FOR YANKTON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE

David ...
DIRECTOR OF EQUALIZATION

REGISTER OF DEEDS

FILED FOR RECORD THIS 13 DAY OF July, 1999, AT 9:00 O'CLOCK A. M. AND RECORDED IN BOOK 218 OF PLATS ON PAGE 119

John L. Brandt
REGISTER OF DEEDS
Feb 15 98 # 38575

Memorandum #25-186

To: Amy Leon, City Manager
From: Eric Ambrosen, Community Development Manager *Eric Ambrosen*
Subject: Planning Commission Action #25-27-Section Line Right of Way Vacation
Date: October 7, 2025

ROW VACATION REVIEW**ACTION NUMBER: 25-27**

LOCATION: North side of the 2200 Block of Whiting Drive (refer to vicinity map).

PROPERTY DESCRIPTION: The north-south section-line highway beginning at the north boundary of the Whiting Drive right of way (ROW) to the north boundaries of Sections 8 and 9, T93N, R55W of the 5th P.M., all in Yankton County South Dakota, a centerline distance of approximately 1,050 feet.

COMMENTS: The City is being asked to deliver an opinion on a potential Section Line ROW vacation request in the County. The described ROW is less than 500 feet west of the centerline of Southwest Jim River Road. The process is technically a County action. However, the ROW is located within the City's three-mile platting jurisdiction, and the County would like the City's opinion regarding the proposal. A petition was circulated to neighboring property owners and gathered the required signatures to proceed with the vacation request.

The southern terminus of Southwest Jim River Road is located at its intersection with Whiting Drive. Southwest Jim River Road proceeds north parallel to the section line for approximately two miles before crossing over the section line before it heads north for several miles. Southwest Jim River Road has set a precedent as being the "section line of record" in this case. In future subdivision or platting cases in the vicinity, the City would consider the Southwest Jim River Road's ROW as the regulating "section line" for subdivision and platting purposes. However, the City would continue to consider quarter-section and sixteenth-section lines for dedicating rights of way in future platting proposals in the area. From this analysis, City staff do not have any objection to vacating the ROW as presented with the understanding that future platting will adhere to quarter-section and sixteenth-section lines for ROW consideration.

Staff recommend approval of a position statement from the City informing the County of the recommendation for ROW vacation. This issue is not being presented in the form of a resolution because the City does not technically have the authority to determine the outcome of said ROW vacation request.

Roll Call

EXHIBIT

Section 8, 2025

D

HEARING SCHEDULE:

October 6, 2025: Planning Commission reviews the issue and makes a recommendation to the City Commission.

October 14, 2025: City Commission reviews the issue and takes action.

Planning Commission results: The Planning Commission recommended issuing a position statement to the County that stipulated the City will be satisfied with a County decision to vacate the described ROW if they elect.

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
OCTOBER 14, 2025**

The regular meeting of the Yankton City Commission was called to order by Mayor Villanueva at 6:16 p.m.

Roll Call: Present: Commissioners Benson, Brunick, Carda, Hunhoff, Moser, Spencer and Mayor Villanueva. Absent: Commissioners Bertsch and Conkling. City Attorney Den Herder, City Manager Leon, and Finance Officer Yardley were also present. Quorum present.

Action 25-239

Moved by Commissioner Moser, seconded by Commissioner Brunick, to approve minutes of the regular meeting of September 22, 2025. All present voted aye; motion carried, 7-0.

Action 25-240

Moved by Commissioner Hunhoff, seconded by Commissioner Carda, that the Schedule of Bills be approved and warrants be issued as listed below. All present voted aye; motion carried, 7-0.

A&B Business (Copier Lease) \$470.35, A-Ex Welding Supply (Propane) \$285.30, Brightway Electric (Repair) \$83.99, Caselle (Maintenance & Support) \$13,426.02, Cedar Knox Public Power (Electricity) \$628.46, CenturyLink (Phone) \$599.97, CHS (Bulk Def) \$416.25, City Of Vermillion (JT Powers Tonnage Fee) \$82,275.92, Constellation New Energy (Fuel) \$361.04, Credit Collection Services (Utility Collections) \$48.70, Danko Emergency Equip (Pump Test) \$1,475, Diesel Machinery (Switch) \$117.31, Echo Electric (Maintenance) \$37,054.68, Electric Pump (Repairs) \$14,228.21, Feimer Construction (Repairs) \$264,955.65, General Traffic Controls (Parts) \$3,344, Geotek Eng (Testing) \$3,076, Gerstner Oil (Fuel) \$35,716.71, GFL Environmental Services (Disposal) \$168.68, Hanson Briggs (Shirts & Flyers) \$1,653.39, Hawkins (Chemicals) \$30,400.67, Heartland Natural Gas (Fuel) \$1,034.69, Heiman Fire Equip (Repair) \$87.27, Hulstein Excavating (Walnut Street Project) \$316,739.56, Interstates (Repairs) \$4,006, Kirt Flannery (Irrigation Repair Reimb) \$164.09, Tom Noecker (Irrigation Repair Reimb) \$321.79, Justin Olson (Irrigation Repair Reimb) \$631.81, Shana Platt (Irrigation Repair Reimb) \$2,613.14, Lois Ulmer (Irrigation Repair Reimb) \$973.16, J&H Cleaning (Janitorial Service) \$4,300.00, Jnn Construction (Maintenance) \$5,236, John T Jones Construction (WWTP Project) \$2,198,076.62, Klein's Tree (Code Enforcement Services) \$3,350, Knife River (Asphalt) \$34,445.86, Larsen Carpet (Tiles) \$8,275, Lewis & Clark Bhs (Special Appropriation) \$10,000, Masonry Components (12th & Locust Street Project) \$240,455.71, Mead Lumber (Supplies) \$41.97, Merkel Electric (Repair) \$96.94, Midwest Alarm (Monitoring) \$203.16, Midwest Boiler (Repair) \$3,520.41, Millennium Recycling (Fee) \$2,248.84, New Century Fs (Fuel) \$794.48, Observer (Ads) \$60, O'Connor Co (Freight) \$574.95, Teresa Nelson Estate (Grave Buy Back) \$405, Yankton Daily P&D (Legals) \$1,557.51, Racom Corporation (Antenna) \$794.60, Saber Shred Solutions (Tire Disposal) \$6,282.50, Sanitation Products (Parts) \$2,753.43, SDPAA (Insurance) \$3,194.92, Sd Redbook Fund (Textbooks) \$144, Public Health Laboratory (Lab Testing) \$572, Stan Houston Equip (Repair) \$518, Third Millennium Assoc (Utility Billing) \$3,742.34, Titan Machinery (Bobcat Bucket/Backhoe) \$11,000, Transource Truck (Repairs) \$4,982.37, Truck Trailer Sales (Repairs) \$2,694.50, USPS (Postage) \$994.10, United Way (Special Appropriation) \$11,250, Utility Equipment (Parts) \$10,326.69, Wholesupply Co (Supplies) \$187.80, Williams & Company (Audit) \$7,180, Yankton County (Taxes) \$720.04.

BMO Spend Dynamics P-Card Statement (Supplies, Parts, Training Travel, Professional Services, Postage, Misc. Concessions, Small Tools & Hardware, Telephone/Internet, Uniforms) \$82,766; Adobe \$79.98, Ag Boston \$128.71, Amazon \$3,391.67, Artistic Custom Badges \$656.38, AT&T \$1,575.47, Auto Value \$967.38, AutoZone \$266.81, Avera Sacred Heart \$565, Axon \$436, Axvoice \$21.44, Barnes & Noble \$283.70, Bluepeak \$5,042.56, Bomgaars \$1,066.45, Bulls.com \$263.88, Business Week \$5.81-, C & B Operations \$690.60, Casey's \$67.61, CCSI MetroFax \$12.69, Center Point Large Print \$148.62, Champion Battery Sales \$42.55, Clarks Rentals \$62.50, Coffee Cup \$74.95, Creative Product \$2,112.42, Crescent Electric \$1,962.06, Culvers \$21.63, Decker Equipment \$52.75, Department of Ag \$102.50, Diamond Mowers \$148.60-, Dollar Tree \$37.50, eBay \$671.95, Echo Electric \$732.05, Endress+Hauser \$935.89, Fire Dept Training Net \$300, Four Brothers Grill \$56, Four Seasons Fabric \$30, GDP Hard Drive Out \$76.80, Girton Adams \$1,535, Graham Tire \$25.97, Grainger \$622.15, H & K Oil \$279.18, Hach Company \$2,851.56, Harbor Freight \$27.98, Hardees \$15.75, HP.com \$1,596, Hy-Vee \$77.95, IAAI \$500, Isa \$170, JCL Solutions \$1,390.90, Kaiser Refrigeration \$136.93, Koletzky Implement \$5,374.10, Kopetskys Ace \$777.95, McMaster-Carr \$846.05, Mead Museum \$50, Menards \$2,158.58, Midco \$736.87, Midwest Alarm \$83.76, Midwest Laboratories \$902.97, Midwest Tire And Muffler \$11,940.55, Midwest Turf & Irrigation \$685.73, Napa Auto \$216.73, NFPA Natl Fire Protect \$295.03, Olson's Pest \$185, Oncourt Offcourt Ltd \$151.99, One Office \$190.99, O'Reilly \$2,462.63, Otc Brands \$27.99, Panda Express \$26.37, Pb Online Postage \$515, Pfs Healthworks \$150.80, Pierre Ramkota \$1,306.30, Pitney Bowes \$117.38, Pizza Ranch \$2,553, Playaway Products \$1,093.26, Powers Port A Pot \$135, Rapid City Journal \$400, River District Co \$100, Riverside Hydraulics \$1,278.70, Sd Library Association \$90, SDMUNI \$208.99, Smartsights \$1,980, Southeast South Dakota \$385, Sports Illustrated \$40, Supplyhouse.Com \$611.01, Taco Johns \$12.52, Tessman Company \$4,155.02, The Atlantic \$95.57, Tools Renewed \$582.13, Trk Hosting \$7.95, Truck Trailer Sales \$137.75, United States Plastic \$218.61, UPS \$75.03, USPS \$90.30, Ven Yanktonrodctr \$32.50, Verizon \$1,140.56, Vwr International \$915.51, Walmart \$630.86, Wef Main \$84.30, Wendy's \$11.35, Yankton Aox \$95.06, Yankton Janitorial \$720.70, Yankton Media Inc \$435.43, Yankton Medical Clinic \$738, Yankton Nurseries \$299.85, Yankton Radio Group \$520, Yankton Thrive \$1,000, Yankton Winnelson \$93.76, Zero Tools \$151.99, Zumba Fitness \$527.88.

Salaries by Department for September:

Administration \$66,030.32; Finance \$36,011.34; Community Development \$30,614.72; Police/Dispatch \$240,249.33; Fire \$16,187\$60,153.27; Engineering / Sr. Citizens; Streets \$60,952.21; Traffic Control \$4,622.88; Library \$41,368.62; Parks / SAC \$107,124.78; Huether Aquatics \$1,773.25; Marne Creek \$4,211; Cemetery \$8,013.08; Water \$49,932.61; Wastewater \$50,818.33; Solid Waste \$34,252.65; Joint Powers \$22,515.88; Central Garage \$10,002.80.

Position Changes:

Environmental Services Department: Devin Gullikson, Finance Generalist to Water Plant Operations Specialist, \$2,026.46 to \$2,027.23 biweekly.

City Manager Leon submitted a written report giving an update on community projects and items of interest.

There were no public appearances at that time.

Action 25-241

Moved by Commissioner Benson, seconded by Commissioner Hunhoff, to approve the consent items listed below. All present voted aye; motion carried, 7-0.

1. Establish Thursday, December 18, 2025 at 12:00 PM as the date and time for the second City Commission meeting in December.
2. The City of Yankton Christmas party will be held on December 5, 2025 at the Brewery. No official Commission action will be taken if a quorum is present.

Action 25-242

This was the time and place for the second reading and public hearing for Ordinance No. 1101 AMENDMENTS TO THE CITY OF YANKTON TREE ORDINANCE IN CHAPTER 24 VEGETATION. (Memorandum 25-183) Moved by Commissioner Brunick, seconded by Commissioner Carda, to adopt Ordinance No. 1101. All present voted aye; motion carried, 7-0.

Action 25-243

Moved by Commissioner Carda, seconded by Commissioner Spencer, to approve Resolution #25-31 and authorize the City Manager to sign the revised agreement between the City of Yankton and the American Federation of State, County, and Municipal Employees, AFL-CIO Local 3968 effective January 1, 2026 through December 31, 2028 and authorize the City Manager to implement a base adjustment of 2% and a one-step increase of the pay scale, if eligible, on the pay plan effective January 1, 2026. (Memorandum 25-152) Commissioners Benson, Brunick, Carda, Hunhoff, Spencer, and Villanueva voted aye; Commissioner Moser abstained; motion carried, 6-0.

RESOLUTION #25-31

A Resolution establishing Base Salary Adjustments at 2.0% and a one-step increase on the pay plan for American Federation of State, County and Municipal Employees AFL-CIO, Local 3968 Union Represented Eligible City Employees of the City of Yankton, South Dakota.

WHEREAS, adequate monies have been provided for in the adopted 2026 budget for the remuneration of services rendered by City of Yankton employees; and

WHEREAS, the City Commission wishes to provide a base adjustment for all American Federation of State, County and Municipal Employees AFL-CIO, Local 3968 Union Represented Eligible City Employees of 2.0% and a one-step increase on the pay plan, if eligible.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners that starting with hours worked on January 1, 2026, the City Manager shall implement a base adjustment of 2.0 % for all American Federation of State, County and Municipal Employees AFL-CIO, Local 3968 Union regular full-time employees that are at or below the maximum of their respective pay range, and a one-step increase on the pay plan for all American Federation of State, County and Municipal Employees AFL-CIO, Local 3968 Union regular full-time employees that are below the maximum of their respective pay range.

Action 25-244

Moved by Commissioner Brunick, seconded by Commissioner Benson, to approve Resolution #25-32

authorizing the City Manager to implement a base adjustment of 2.0% and a one-step increase on the pay plan, if eligible, effective January 1, 2025 for all regular full-time non-resented, non-certified law enforcement employees that are below the maximum of their respective pay range. (Memorandum 25-153) Commissioners Benson, Brunick, Carda, Hunhoff, Spencer, and Mayor Villanueva voted aye; Commissioner Moser abstained; motion carried, 6-0.

RESOLUTION #25-32

A Resolution Establishing Base Salary Adjustments at 2.0%, and a one-step increase on the pay plan for Non-Union Represented, Non-Certified Law Enforcement Eligible City Employees of the City of Yankton, South Dakota

WHEREAS, adequate monies have been provided for in the adopted 2026 budget for the remuneration of services rendered by City of Yankton employees; and

WHEREAS, the City Commission wishes to provide a base adjustment for all Non- Union, Non-Certified Law Enforcement represented eligible City employees of 2.0% and a one-step increase on the pay plan, if eligible.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners that starting with hours worked on January 1, 2026, the City Manager shall implement a base adjustment of 2.0 % for all Non-Union, Non-certified law enforcement regular full-time employees that are at or below the maximum of their respective pay range, and a one-step increase on the pay plan for all Non-Union, Non-certified law enforcement regular full-time employees that are below the maximum of their respective pay range.

Action 25-245

Moved by Commissioner Hunhoff, seconded by Commissioner Moser, to approve the Mayor's appointment of Nick Severson to the Yankton Housing and Redevelopment Commission Board, with his position expiring in 2029. (Memorandum 25-185) All present voted aye; motion carried, 7-0.

Action 25-246

Moved by Commissioner Moser, seconded by Commissioner Hunhoff, to adopt the updated 2025 Emerald Ash Borer Mitigation Plan (Memorandum 25-184) All present voted aye; motion carried, 7-0.

Action 25-247

Moved by Commissioner Carda, seconded by Commissioner Benson, to accept the sewer, storm and street improvements for Phase I of the Garden Estates Development. (Memorandum 25-187) All present voted aye; motion carried, 7-0.

Action 25-248

Moved by Commissioner Carda, seconded by Commissioner Spencer, to accept the completed Cedar Street Reconstruction project, as well as the alley and parking lot reconstruction, and authorize the Finance Office to issue a manual check to Hulstein Excavating, Inc. in the amount of \$32,113.03. (Memorandum 25-188) All present voted aye; motion carried, 7-0.

Action 25-249

Moved by Commissioner Brunick, seconded by Commissioner Benson, to approve Change Order No. 1, accept the completed construction along Karen Drive, Bradley Street and Valley Road and authorize the Finance Officer to issue a manual check to Feimer Construction, Inc. in the amount of \$175,352.30. (Memorandum 25-189) All present voted aye; motion carried, 7-0.

Action 25-250

Moved by Commissioner Hunhoff, seconded by Commissioner Benson, to approve Resolution #25-47, a vacation of the current water line easement and creation of a new easement in Tract B of Steven Larson Addition, City of Yankton, Yankton County, South Dakota. (Memorandum 25-190) All present voted aye; motion carried, 7-0.

RESOLUTION #25-47

**REQUEST FOR WATER LINE EASEMENT RELOCATION
Easement Vacation and Dedication of New Alignment**

WHEREAS, Shur-Co, LLC, owner of Tract B of Steven Larson Addition, City of Yankton, Yankton County, South Dakota, as shown in the associated attachments, has requested the relocation of the existing water line easement; and

WHEREAS, no other utility providers are located in the easement; and

WHEREAS, approval of this resolution vacates the current easement and establishes the newly described easement.

NOW THEREFORE BE IT RESOLVED, that the described property has received City of Yankton Board of Commissioners approval for the vacation of the identified water line easement and dedication of the new easement located in Tract B of Steven Larson Addition, City of Yankton, Yankton County, South Dakota as depicted in the associated attachments, and

BE IT FURTHER RESOLVED, the City Manager is hereby authorized to sign any documents associated with the actions described herein.

Action 25-251

Moved by Commissioner Moser, seconded by Commissioner Benson, to approve the Maintenance and Financial Agreement for the Chan Gurney Airport Project No. 3-46-4600-31-2025 and authorize the City Manager to sign the SDDOT Agreement (Memorandum 25-191) All present voted aye; motion carried, 7-0.

Action 25-252

Moved by Commissioner Carda, seconded by Commissioner Brunick, to adopt Resolution #25-48. (Memorandum 25-192) All present voted aye; motion carried, 7-0.

RESOLUTION #25-48

ADJUSTING JOINT POWERS TIPPING RATES

WHEREAS, at the September 18, 2025, Joint Powers Advisory Board meeting in Yankton, the board voted to recommend that each city increase the tipping fees at each municipality's respective facility; and

WHEREAS, the operating costs per ton continues to increase; and

WHEREAS, the Capital Cost needs continue to increase at both locations; and

WHEREAS, the Joint Powers member cities desire to provide solid waste services on a self-sustaining user fee basis;

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Yankton, South Dakota that the following Joint Powers Landfill and Recycling tipping rates are hereby adopted, effective for January 1, 2026, and January 1, 2027, and January 1, 2028:

	Current	Proposed 01/01/2026	Proposed 01/01/2027	Proposed 01/01/2028
	Per Ton	+\$7/ton	+\$5/ton	+\$3/ton
1. Garbage for Licensed Haulers	\$65.50	\$72.50	\$77.50	\$80.50
2. Garbage for Un-Licensed Haulers	\$71.00	\$78.00	\$83.00	\$86.00
3. Garbage / Out of County / Licensed	\$75.00	\$82.00	\$87.00	\$90.00
4. Garbage / Construction Debris	\$73.00	\$80.00	\$85.00	\$88.00
Transfer Fee to Vermillion	\$34.00	\$36.00	\$36.00	\$38.00
Minimum Fee	\$12.00	\$14.00		

The City of Yankton reserves the right to impose additional fees on loads or items deemed to be not in keeping with the above rates. These fees will be set in accordance with the final recycling cost, transportation costs, and operations cost affected.

Action 25-253

Moved by Commissioner Moser, seconded by Commissioner Carda, to adopt Resolution #25-49. (Memorandum 25-193) All present voted aye; motion carried, 7-0.

RESOLUTION #25-49

ADJUSTING CHAN GURNEY AIRPORT RATES

WHEREAS, at the September 17, 2025, Chan Gurney Airport Advisory Board meeting in Yankton, the board discussed and voted to increase fees; and

WHEREAS, the operating costs continue to increase; and

WHEREAS, the rental fees have not been adjusted in over 15 years;

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Yankton, South Dakota that the following Chan Gurney Airport rental rates are hereby adopted, effective for January 1, 2026:

Transient hangar: piston engine	from \$20 to \$40/night
Transient hangar: turbo prop	from \$50 to \$100/night
Transient hangar: jet engine	from \$75 to \$150/night
Barrel hangar (unheated)	from \$125 to \$150/month plus tax
Maintenance hangar (heated)	from \$250 to \$300/month plus tax
Hangar land lease	from \$0.10 to \$0.15/sq ft

Action 25-254

Upon receiving a recommendation from the Planning Commission, the matter of the Section Line Right of Way vacation on the North side of the 2200 Block of Whiting Drive request was presented to the City Commission. After discussion of the same and after public comment on the proposed Right of Way vacation, the following vote took place:

Moved by Commissioner Carda, seconded by Commissioner Brunick, to stipulate that the City will be satisfied with a County decision to vacate the described Right of Way if they elect. (Memorandum 25-186) All present voted aye; motion carried, 7-0.

Moved by Commissioner Moser, seconded by Commissioner Spencer, to adjourn into Executive Session at 6:58 p.m. to discuss contractual and litigation matters under SDCL 1-25-2. All present voted aye; motion carried, 7-0.

Regular meeting of the Board of City Commissioners of the City of Yankton was reconvened by Mayor Villanueva at 7:29 p.m.

Roll Call: Present: Commissioners Benson, Brunick, Carda, Hunhoff, Moser, Spencer and Mayor Villanueva. Absent: Commissioners Bertsch and Conkling. City Attorney Den Herder, City Manager Leon, and Finance Officer Yardley were also present. Quorum present.

Action 25-255

Moved by Commissioner Benson, seconded by Commissioner Brunick, to adjourn at 7:29 p.m. All present voted aye; motion carried, 7-0.

Michael Villanueva, Mayor

ATTEST: _____
Lisa Yardley, Finance Officer



Software Quote

Prepared On

8-14-2026

Valid Until

9-30-2026

Prepared For

Gary Vetter
Development Services Director
Yankton County, SD

Prepared By

Alex Weiss
ClearGov, Inc.
aweiss@cleargov.com
248-410-1667



Investment Summary | Option #1

Operational Budgeting and Capital Budgeting

Implementation & Professional Services (One-Time Investment)		
Service	Description	
Implementation Services	Full Data Activation & Setup	
	Expert Data Onboarding	
	Personalized Client Training	
Net Total One-Time Investment		\$8,700

Software Solutions (Annual Recurring Investment)		
Software	Description	
Budgeting & Planning Suite	Operational Budgeting	
	Capital Budgeting	
Platform & Support	Platform (Required)	
Net Total Annual Investment		\$15,725

Investment Summary | Option #2

Operational Budgeting, Capital Budgeting, and Monthly Reporting

Implementation & Professional Services (One-Time Investment)		
Service	Description	
Implementation Services	Full Data Activation & Setup	
	Expert Data Onboarding	
	Personalized Client Training	
Net Total One-Time Investment		\$10,350

Software Solutions (Annual Recurring Investment)		
Software	Description	
Budgeting & Planning Suite	Operational Budgeting	
	Capital Budgeting	
Reporting Suite	Monthly Reporting	
Platform & Support	Platform (Required)	
Net Total Annual Investment		\$17,845

Investment Summary | Option #3

Operational Budgeting, Capital Budgeting, Monthly Reporting, and Financial Engagement

Implementation & Professional Services (One-Time Investment)		
Service	Description	
Implementation Services	Full Data Activation & Setup	
	Expert Data Onboarding	
	Personalized Client Training	
Net Total One-Time Investment		\$12,200

Software Solutions (Annual Recurring Investment)		
Software	Description	
Budgeting & Planning Suite	Operational Budgeting	
	Capital Budgeting	
Reporting Suite	Monthly Reporting	
Engagement Studio	Financial Engagement	
Platform & Support	Platform (Required)	
Net Total Annual Investment		\$21,600



Billing Address:

Yankton County, Sd
321 West 3rd
Suite 100
Yankton SD 57078-0137

Quoted By Tanner Cate
Quote Expiration 3/2/27
Quote Name

Tyler Migration Services	
Description	Total
ERP Pro	
ERP Pro 10 Financial Management Suite	
Migration Services	\$ 19,920
Accounts Receivable Services	\$ 1,440
Accounts Receivable	
Fixed Assets	
Core Financials	
Human Resources Management (Includes Position Budgeting)	
ERP Pro 10 Tax Management Suite	
Migration Services	\$ 11,520

Property Tax Management

Other Services

Project Management

\$ 3,000

Total:

\$ 35,880

Summary

Total Tyler Services

One Time Fees

\$ 35,880

Recurring Fees

Summary Total

\$ 35,880

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Property Tax Management

Includes Tyler University

Core Financials

Includes General Ledger, Budget Prep, Bank Recon, AP, CellSense, a Standard Forms Pkg, Output Director, Positive Pay, Secure Signatures, and Tyler University.

Human Resources Management (Includes Position Budgeting)

Includes Position Budgeting, and Tyler University.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, unless otherwise indicated in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the first month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____



Billing Address:

Yankton County, Sd
321 West 3rd
Suite 100
Yankton SD 57078-0137

Quoted By Tanner Cate
Quote Expiration 3/2/27
Quote Name

Tyler Annual Services	
Description	Annual
ERP Pro	
ERP Pro 10 Financial Management Suite	
Planned Annual Continuing Education (PACE 12)	\$ 13,200
TOTAL:	\$ 13,200

Summary	One Time Fees	Recurring Fees
Total Tyler Services		\$ 13,200
Summary Total	\$ 0	\$ 13,200

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Planned Annual Continuing Education (PACE 12) Includes 12 PACE days, along with one Business Process Review for every three years of PACE services purchased, and 2 passes to Tyler Connect. PACE days may only be utilized on live ERP Pro modules. The first annual term for PACE commences on the 1st of the month following the date of the client's signature on the applicable sales quotation, amendment, or purchase order. The PACE annual term runs for 12 full calendar months. Upon expiration of the first annual term, the term will renew automatically for an additional one (1) year term at the current rate unless terminated in writing by either party at least thirty (30) days before the end of the term. Tyler Connect passes for the current year are available to clients with a cycle start date before April 1. Clients with a cycle start date of April 1 or later will be eligible for Tyler Connect passes the following year. PACE days, Business Process Reviews, and Tyler Connect passes expire at the conclusion of the term. No credit will be granted for unused days, business process reviews, or passes.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, unless otherwise indicated in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the first month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.

- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____



Billing Address:

Yankton County, Sd
321 West 3rd
Suite 100
Yankton SD 57078-0137

Quoted By Tanner Cate
Quote Expiration 3/2/27
Quote Name

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro	
ERP Pro 9 Financial Management Suite	
Core Financials	\$ 21,761
Fixed Assets	\$ 2,734
Payroll	\$ 8,199
Accu ODBC	\$ 259
InStar AcuXDBC	\$ 12,512
System Software Non SQL	\$ 5,354
Accounts Receivable	\$ 4,869
ERP Pro 10 Customer Relationship Management Suite	
Cashiering	\$ 9,838
ERP Pro 9 Tax Management Suite	

Tyler Annual Software – SaaS

Description

Annual

Property Tax Management

\$ 58,401

TOTAL:

\$ 123,927

Summary

One Time Fees

Recurring Fees

Total SaaS

\$ 123,927

Total Tyler Services

Summary Total

\$ 0

\$ 123,927

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Payroll	Includes Fraud, Risk & Compliance.
Core Financials	Includes General Ledger, Budget Prep, Bank Recon, Accounts Payable, Tyler University, and Fraud, Risk & Compliance.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WITH RESPECT TO ALL CYBERSECURITY OFFERINGS, INCLUDING FRAUD, RISK & COMPLIANCE, (A) TYLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO OUTCOMES OR ERRORS AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) IN NO EVENT WILL TYLER BE LIABLE FOR THE ACTIONS OF ANY MALICIOUS OR CRIMINAL ACTORS, AND (C) TYLER DOES NOT WARRANT THAT SUCH OFFERINGS WILL PREVENT A BREACH OF SYSTEM SECURITY FROM OCCURRING.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, unless otherwise indicated in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the first month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

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- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
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Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Date:

Print Name:

P.O.#:

Attached are the quotes for the migration to v10, cloud, and PACE. These are the things I have quoted for the other counties as well. A few things to note:

The migration quote is a one time fee for the migration to version 10. We bill 50% at the start of the project and then 50% at the go live of each suite. I would expect us to start this in 2027 if you signed before the end of the year.

The cloud quote replaces your current annual maintenance fees – it is not an additional fee. This is something we would want to do in conjunction with the migration, but would require a new contract to replace your current fees.

PACE – this is the subscription to training that a few counties have signed up for. I quoted you the same thing that I quoted for Hutchinson County.

Please let me know if you have any questions – as I stated before we can get these going in FY27 if you can get your commission to get this in the budget.

Tanner Cate
Account Representative
Tyler Technologies, Inc.

P: 806.791.8221

www.tylertech.com



Did you know you can chat with Support?

Chat with us at chat.tylertech.com!

From: Patty Hojem <patty.hojem@yankton.sdcounty.gov>

Sent: Tuesday, September 1, 2026 3:14 PM

To: Cate, Tanner <Tanner.Cate@tylertech.com>

Subject: RE: SDACEs - ERP Pro 10 Tax - PowerPoints

Thank you, I had a nice time at SDACEs. It was nice to have met you, you know! picture the voice and then finally you see the face.

Patty Hojem
Yankton County Auditor
patty.hojem@yankton.sdcounty.gov
321 W 3rd St., Suite 100
605-260-4436

Patty Hojem

From: Cate, Tanner <Tanner.Cate@tylertech.com>
Sent: Friday, September 4, 2026 9:07 AM
To: Patty Hojem
Subject: Re: SDACEs - ERP Pro 10 Tax - PowerPoints

You too!! I forgot to say this originally, but there are a few things on that cloud quote that could be cancelled after the migration to v10. For instance you wouldn't need InStar anymore. So while it's a lot on the surface, I can help you trim it to what's necessary once we get you to v10 and then to the cloud.

Tanner Cate

From: Patty Hojem <patty.hojem@yankton.sdcounty.gov>
Sent: Friday, 04 September 2026 09:02:02
To: Cate, Tanner <Tanner.Cate@tylertech.com>
Subject: RE: SDACEs - ERP Pro 10 Tax - PowerPoints

Thank you sir! Have a nice holiday weekend.

Patty Hojem
Yankton County Auditor
patty.hojem@yankton.sdcounty.gov
321 W 3rd St., Suite 100
605-260-4436



From: Cate, Tanner <Tanner.Cate@tylertech.com>
Sent: Thursday, September 3, 2026 4:09 PM
To: Patty Hojem <patty.hojem@yankton.sdcounty.gov>
Subject: RE: SDACEs - ERP Pro 10 Tax - PowerPoints

09/03/2026 You don't often get email from tanner.cate@tylertech.com. [Learn why this is important](#)
Patty,

ANNUAL BUDGET FOR YANKTON COUNTY, SD
For the Year January 1, 2027 through December 31, 2027

Governmental Funds														
	General Fund	County Road and Bridge Fund	E911 Fund	EMERGENCY MANAGEMENT Fund	DOMESTIC ABUSE Fund	GOVERNMENT BUILDINGS Fund	HISTORICAL PRESERVATION Fund	24 7 Fund	M&PR Fund	NAPA JUNCTION Fund	JAIL BUILDING Fund	OPIOID Fund	DIVERSION Fund	RURAL ACCESS FUND
100 General Government														
110 Legislative														
111 Board of County Commissioner	172,771													
112 Contingency (7-21-6.1)	500,000													
120 Elections	13,500													
130 Judicial System	650,000													
140 Financial Administration														
141 Auditor	324,261													
142 Treasurer	404,326													
143 Finance Office DATA	325,000													
149 Other														
150 Legal Services														
151 States Attorney	803,557											20,000	5,000	
152 Public Defender														
153 Court Appointed Attorney														
154 Abused and Neglected Child Defense														
159 Other CLERP	20,000													
160 Other														
161 General Government Building	273,627					90,000								
162 Director of Equalization	452,000													
163 Register of Deeds	318,939								12,000					
164 Judgments														
165 Veterans' Service Officer	70,054													
166 Predatory Animal (GFP)	2,500													
167 Disability Coordinator														
168 Self Insurance Plan														
169 Safety Center	372,807													
170 Geographic Information System														
171 Information Technology														
172 Human Resources														
TOTAL GENERAL GOVERNMENT	4,703,342	-	-	-	-	90,000	-	-	12,000	-	-	20,000	5,000	-

ANNUAL BUDGET FOR YANKTON COUNTY, SD
For the Year January 1, 2027 through December 31, 2027

Governmental Funds														
	General Fund	County Road and Bridge Fund	E911 Fund	EMERGENCY MANAGEMENT Fund	DOMESTIC ABUSE Fund	GOVERNMENT BUILDINGS Fund	HISTORICAL PRESERVATION Fund	24 7 Fund	M&PR Fund	NAPA JUNCTION Fund	JAIL BUILDING Fund	OPIOID Fund	DIVERSION Fund	RURAL ACCESS FUND
200 Public Safety														
210 Law Enforcement														
211 Sheriff	1,994,165													
212 County Jail	2,335,592							140,700			40,000			
213 Coroner	40,157													
214 County-Wide Law Enforcement														
215 Juvenile Detention	300,000													
219 Other Law Enforcement														
220 Protective & Emergency Services														
221 Fire Protection														
222 Emergency & Disaster Services	27,428			318,837										
223 Flood Control														
225 Communications Center (911)			315,532											
229 Other Prot. & Emerg. Services														
TOTAL PUBLIC SAFETY	4,697,342	-	315,532	318,837	-	-	-	140,700	-	-	40,000	-	-	-
300 Public Works														
310 Highways & Bridges														
311 Highways, Roads, & Bridges		5,731,589												150,000
320 Sanitation														
321 Sewers														
322 Solid Wastes														
330 Transportation														
331 Airport														
332 Railroad														
333 Other Transportation														
340 Water System														
390 Other Public Works														
TOTAL PUBLIC WORKS	-	5,731,589	-	-	-	-	-	-	-	-	-	-	-	150,000

ANNUAL BUDGET FOR YANKTON COUNTY, SD
For the Year January 1, 2027 through December 31, 2027

Governmental Funds														
	General Fund	County Road and Bridge Fund	E911 Fund	EMERGENCY MANAGEMENT Fund	DOMESTIC ABUSE Fund	GOVERNMENT BUILDINGS Fund	HISTORICAL PRESERVATION Fund	24 7 Fund	M&PR Fund	NAPA JUNCTION Fund	JAIL BUILDING Fund	OPIOID Fund	DIVERSION Fund	RURAL ACCESS FUND
400 Health & Welfare														
410 Economic Assistance														
411 Support of Poor	71,200													
412 Public Welfare	10,000													
413 LIEAP														
415 CONTACT	30,000													
419 Other CATASTROPHIC	2,000													
420 Health Assistance														
421 County Nurse														
422 Health Services														
423 Hospital														
424 Ambulance	1,515,050													
425 Board of Health														
426 WIC														
429 Other														
430 Social Services														
431 Day Care Centers														
432 Child Support Enforcement														
433 Care of Aged														
434 Domestic Abuse					10,000									
439 Other														
440 Mental Health Services														
441 Mentally Ill	60,000													
442 Developmentally Disabled														
443 Drug Abuse														
444 Mental Health Centers	132,728													
445 Mental Illness Board	60,000													
449 Other														
TOTAL HEALTH & WELFARE	1,880,978	-	-	-	10,000	-	-	-	-	-	-	-	-	-

ANNUAL BUDGET FOR YANKTON COUNTY, SD
For the Year January 1, 2027 through December 31, 2027

Governmental Funds														
	General Fund	County Road and Bridge Fund	E911 Fund	EMERGENCY MANAGEMENT Fund	DOMESTIC ABUSE Fund	GOVERNMENT BUILDINGS Fund	HISTORICAL PRESERVATION Fund	24 7 Fund	M&PR Fund	NAPA JUNCTION Fund	JAIL BUILDING Fund	OPIOID Fund	DIVERSION Fund	RURAL ACCESS FUND
500 Culture & Recreation														
510 Culture														
511 Public Library	10,000													
512 Historical Museum														
513 County Monuments														
514 Historical Sites	22,000						149,000							
515 Memorial Day Expense														
516 Arts														
519 Other														
520 Recreation														
521 Recreation Program														
522 Parks														
523 Exhibition Building O & M														
524 County Fair														
525 Senior Citizens	44,572													
529 Other														
TOTAL CULTURAL & RECREATION	76,572	-	-	-	-	-	149,000	-	-	-	-	-	-	-
600 Conservation of Natural Resources														
610 Soil Conservation														
611 County Extension	86,452													
612 Soil Conservation Districts	30,000													
613 Rodent Control														
614 Predator Control Districts														
615 Weed Control	118,098													
616 Grasshopper & Pest Control														
619 Other														
620 Water Conservation														
621 Geological Survey														
622 Weather Modification														
623 Water Conservation Districts														
624 Drainage Commission	500													
629 Other														
TOTAL CONSERVATION OF NATURAL	235,050	-	-	-	-	-	-	-	-	-	-	-	-	-

ANNUAL BUDGET FOR YANKTON COUNTY, SD
For the Year January 1, 2027 through December 31, 2027

Governmental Funds														
	General Fund	County Road and Bridge Fund	E911 Fund	EMERGENCY MANAGEMENT Fund	DOMESTIC ABUSE Fund	GOVERNMENT BUILDINGS Fund	HISTORICAL PRESERVATION Fund	24 7 Fund	M&PR Fund	NAPA JUNCTION Fund	JAIL BUILDING Fund	OPIOID Fund	DIVERSION Fund	RURAL ACCESS FUND
700 Urban & Economic Development														
710 Urban Development														
711 Planning & Zoning	259,642													
712 Urban & Rural Development														
719 Other														
720 Economic Development														
721 Tourism, Ind. & Rec. Development														
729 Other														
TOTAL URBAN & ECONOMIC DEVELOP	259,642	-	-	-	-	-	-	-	-	-	-	-	-	-
750 INTERGOVERNMENTAL EXPENDITURES														
800 DEBT SERVICE														
										500,000				
Agencies														
890 Capital Outlay														
900 Other Uses														
910 Other Financing Uses														
911 Transfers Out	2,441,093													
912 Payments to Refunded Debt Escrow														
913 Special Items														
914 Extraordinary Items														
915 Discount on Bonds Issued														
TOTAL OTHER USES	2,441,093	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURE APPROPRIATIO	14,294,019	5,731,589	315,532	318,837	10,000	90,000	149,000	140,700	12,000	500,000	40,000	20,000	5,000	150,000
Capital Outlay Accumulations (SDCL 7-21-51)														
TOTAL APPROPRIATIONS	14,294,019	5,731,589	315,532	318,837	10,000	90,000	149,000	140,700	12,000	500,000	40,000	20,000	5,000	150,000

Appendix D2: Means of Finance

ANNUAL BUDGET FOR YANKTON COUNTY, SD
For the Year January 1, 2027 through December 31, 2027

	Governmental Funds													
	General Fund	County Road and Bridge Fund	E911 Fund	EMERGENCY MANAGEMENT Fund	DOMESTIC ABUSE Fund	GOVERNMENT BUILDINGS Fund	HISTORICAL PRESERVATION Fund	24/7 Fund	M&PR Fund	NAPA JUNCTION Fund	JAIL BUILDING Fund	OPIOID Fund	DIVERSON Fund	RURAL ACCESS Fund
Cash Balance Applied	2,359,387	(130,907)	(66,468)	-	5,200	(86,500)	(1,000)	40,700	2,000	-	40,000	(11,000)	(45,000)	150,000
311 Current Property Tax Amo	8,556,762	502,240				90,000	150,000			500,000				
Less current uncollected														
311 TIF Property Taxes														
312/319 - Other Taxes	85,700	650,000				84,500								
NET TOTAL TAXES	8,642,462	1,152,240	-	-	-	174,500	150,000	-	-	500,000	-	-	-	-
320 Licenses & Permits	160,000	2,000												
330 Intergovernmental Revenue	452,900	2,499,000	380,000	65,000	3,000								30,000	
340 Charges for Goods & Services	2,416,150	4,000			1,500			100,000	10,000					
350 Fines & Forfeits	20,000				150								20,000	
360 Miscellaneous Revenue	238,120	18,000	2,000		150	2,000						31,000		
370 Other Financing Sources	5,000													
TRANSFERS IN (FROM GENERAL)		2,187,256		253,837										
TOTAL OTHER REVENUES	3,292,170	4,710,256	382,000	318,837	4,800	2,000	-	100,000	10,000	-	-	31,000	50,000	-
NET MEANS OF FINANCE	14,294,019	5,731,589	315,532	318,837	10,000	90,000	149,000	140,700	12,000	500,000	40,000	20,000	5,000	150,000
TOTAL APPROPRIATIONS	14,294,019	5,731,589	315,532	318,837	10,000	90,000	149,000	140,700	12,000	500,000	40,000	20,000	5,000	150,000

Adopted Budget Levies & Resolution

ANNUAL BUDGET FOR YANKTON COUNTY, SD
For the Year January 1, 2027 through December 31, 2027

COUNTY TAX LEVIES	Dollars	\$'s/1,000
WITHIN GENERAL PURPOSE LEVIES:		
* General County Purposes (10-12-9)	8,556,762.00	2.872
Library (10-12-9.2)		
Opt Out		
<i>WITHIN GENERAL PURPOSE LEVIES (10-12-21) - SUB-TOTAL</i>	8,556,762.00	2.872
OUTSIDE GENERAL PURPOSE LEVIES:		
County Snow Removal and Special Emergency Fund (34-5-2)		
County Road and Bridge* (10-12-13)		
Courthouse, Jail, etc., Bldg. (7-25-1)	90,000.00	0.030
Bond Redemption (7-24-18)		
Historical Preservation	148,945.00	0.050
<i>OUTSIDE GENERAL PURPOSE LEVIES - SUB-TOTAL</i>	238,945.00	0.080
WITHIN GENERAL PURPOSE AND OUTSIDE GENERAL PURPOSE LEVIES - SUB-TOTAL	8,795,707.00	2.952
OTHER SPECIAL LEVIES:		
Secondary Road (Unorg. PT-76) (31-12-27)	502,240.00	0.673
Fire Protection (34-31-3)		
TOTAL TAXES LEVIED BY COUNTY	9,297,947.00	3.625

RESOLUTION

ADOPTION OF ANNUAL BUDGET FOR YANKTON
County, South Dakota

Whereas, (7-21-5 thru 13), SDCL provides that the Board of County Commissioners shall each year prepare a Provisional Budget of all contemplated expenditures and revenues of the County and all its institutions and agencies for such fiscal year and, Whereas, the Board of County Commissioners did prepare a Provisional Budget and cause same to be published by law, and

Whereas, due and legal notice has been given to the meeting of the Board of County Commissioners for the consideration of such Provisional Budget and all changes, elimination's and additions have been made thereto.

NOW THEREFORE BE IT RESOLVED, That such provisional budget as amended and all its purposes, schedules, appropriations, amounts, estimates and all matters therein set forth, SHALL BE APPROVED AND ADOPTED AS THE ANNUAL BUDGET OF THE APPROPRIATION AND EXPENDITURES FOR YANKTON County, South Dakota and all its institutions and agencies for calendar year beginning January 1, 2027 and ending December 31, 2027 and the same is hereby approved and adopted by the Board of County Commissioners of Yankton County, South Dakota, this 17th day of September, 2026. The Annual Budget so adopted is available for public inspection

during normal business hours at the office of the county auditor Yankton, County, South Dakota. The accompanying taxes are levied by Yankton County for the year January 1, 2027 through December 31, 2027.

BOARD OF COUNTY COMMISSIONERS OF
Yankton County, South Dakota

_____ Chairman

_____ Commissioner

_____ Commissioner

_____ Commissioner

_____ Commissioner

ATTEST _____ County Auditor

As of September 17, 2026 these levies are not
approved by the Department of Revenue

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS BRIDGE IMPROVEMENT GRANT AGREEMENT
FOR PRELIMINARY ENGINEERING – STATE ADMINISTRATION**

This Agreement is made and 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.”

1. JOINT POWERS

- A. 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 STATE and the COUNTY. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used.
- B. Any COUNTY or STATE employee engaged in joint action under this Agreement will remain an employee of his 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 any 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.

2. BACKGROUND:

- A. The STATE has local bridge improvement grant funding available pursuant to SDCL § 32-11-38 for preservation, rehabilitation, or replacement of eligible local public agency bridges.
- B. The COUNTY has applied for and the STATE has awarded to the COUNTY a Bridge Improvement Grant (“BIG”) for preliminary engineering for structure number 68-186-070, project number BRO 8068(00)27-1 PCN 0ANA, referred to in this Agreement as the “PROJECT.”
- C. The COUNTY applied for and was awarded a BIG for preliminary engineering for the PROJECT.

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

3. TERM

- A. The STATE issued a letter on August 27, 2026 notifying the COUNTY of the award of the BIG. This Agreement is effective on the date of the letter of award attached to and incorporated in this Agreement as **Exhibit A**.
- A. The preliminary engineering work contemplated by this Agreement will be completed no later than three years from the date of the letter of award. No reimbursements will be processed by the STATE for work performed after the date of August 27, 2029.

4. PROJECT PLANNING AND ENGINEERING

- A. The STATE will invite the COUNTY, and the COUNTY will participate in, all planning, scoping, and inspection meetings held in connection with the PROJECT.
- B. The COUNTY will select a professional engineering firm from the STATE’S current consultant retainer list for the bridge design category of work.

- B. The STATE will hire the professional engineering firm selected by the COUNTY to perform the preliminary engineering for the PROJECT. The requirements for the preliminary engineering services to be performed are identified in the attached **Exhibit B**.
- C. The STATE will submit to the COUNTY a draft type, size, and location (TS&L) report for the PROJECT for the COUNTY'S review and comment. The COUNTY will review the TS&L and provide the COUNTY'S comments to the STATE. The STATE will address, in writing, all comments made by the COUNTY to the COUNTY'S satisfaction.

5. PAYMENT

- A. The STATE will directly pay the professional engineering firm for all PROJECT costs.
- B. The STATE will be responsible for eighty percent (80%) of eligible PROJECT costs not to exceed the maximum BIG amount of sixty-seven thousand, nine hundred dollars (\$67,900). The COUNTY will reimburse the STATE for the COUNTY'S twenty percent (20%) match on eligible PROJECT costs. Once the total BIG amount has been paid, the COUNTY will be responsible for one hundred percent (100%) of all remaining PROJECT costs. The COUNTY will also be one hundred percent (100%) responsible for any PROJECT costs incurred prior to the date of the letter of award. The COUNTY will reimburse the STATE within thirty (30) days of receipt of a billing from the STATE.

6. SUBCONTRACTORS

The COUNTY will include provisions in the COUNTY'S contracts and subcontracts requiring the COUNTY'S contractors and subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE, all in a manner consistent with this Agreement. The COUNTY will cause the COUNTY'S contractors, subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

7. TERMINATION

The parties may terminate this Agreement by mutual written agreement. The STATE may also terminate this Agreement if the COUNTY breaches any terms of this Agreement. If the STATE terminates this Agreement due to the COUNTY'S breach, then any payments owed to the COUNTY at the time of termination may be adjusted to cover any additional costs to the STATE because of the COUNTY'S breach. The adjustment of payments will be in addition to any other remedies the STATE may pursue as a result of COUNTY'S breach, and the STATE does not waive these other remedies by making a payment adjustment. If termination is not due to a breach by the COUNTY, then the COUNTY will be paid for eligible PROJECT costs incurred up to the date of termination, subject to the maximum limiting amount of the BIG.

8. INDEMNIFICATION

The COUNTY agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief to the extent arising as a result of the COUNTY'S negligence, tortious acts, or intentional acts in performing services under this Agreement. Notwithstanding the foregoing, the STATE may, in its sole discretion engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist COUNTY in the defense. If the STATE exercises this authority and COUNTY is determined to be liable, then the STATE is entitled to reimbursement of its reasonable attorney fees and costs in defending the suit in proportion to the degree of liability attributed to COUNTY in the proceeding. This section does not require COUNTY to be responsible for or defend against claims or proceedings for damages, liabilities, losses or

equitable relief arising solely from errors or omissions of the STATE, its officers, agents or employees.

9. AMENDMENT

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.

10. FUNDING AVAILABILITY

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, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

11. SINGLE AGENCY AUDIT

The COUNTY certifies the COUNTY is in compliance with the federal Single Audit Act and the requirements of SDCL § 4-11-2.1, if applicable. The COUNTY further certifies audits are displayed on the COUNTY'S website.

12. AUDIT

All PROJECT charges will be subject to audit by the STATE. The COUNTY and the COUNTY'S contractors and subcontractors will keep accounting records clearly identified with this Agreement and will support all PROJECT charges by documents which evidence, in detail, the nature and propriety of those charges.

13. EXAMINATION OF RECORDS

Upon reasonable notice, the COUNTY and the COUNTY'S contractors and subcontractors will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The COUNTY will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement.

14. NON-DISCRIMINATION

The COUNTY will abide by the requirements of Title VI of the Civil Rights Act of 1964, incorporated in and attached to this Agreement as **Exhibit C**.

15. AMERICANS WITH DISABILITIES ACT

The COUNTY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1990 and any amendments.

16. COMPLIANCE

- A. The COUNTY must 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 must procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.
- B. The COUNTY certifies the COUNTY has a conflict of interest policy and enforces said policy.

C. The COUNTY certifies the COUNTY has filed an Internal Revenue Services (IRS) Form 990 in compliance with federal law, if applicable. The COUNTY will display the filed IRS Form 990 on the COUNTY'S website immediately upon filing.

D. The COUNTY certifies the COUNTY employs an effective internal control system.

17. CONTROLLING LAW

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.

18. SEVERABILITY

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.

19. SUPERCESSION

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

20. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The COUNTY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the COUNTY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

21. PUBLIC ACCESS TO AGREEMENT

The parties acknowledge and agree that this entire Agreement, including any exhibits and attachments to this Agreement, is a public record that may be provided to the public and posted in its entirety on the State of South Dakota's searchable internet website pursuant to SDCL 1-27-45.

22. SIGNATURE AUTHORITY

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 D**.

[SIGNATURE PAGE FOLLOWS]

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the COUNTY to enter into the same.

Yankton County, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Printed Name: Joel M. Jundt

Its: County Commission Chairperson

Its: Department Secretary

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

County Auditor/Clerk

(COUNTY

SEAL)



Division of Secretariat
Office of the Secretary
700 E. Broadway Avenue
Pierre, South Dakota 57501
605.773.5105
dot.sd.gov | sd511.org

Transportation Commission Award Date: August 27, 2026

County Commissioners
Yankton County

NOTICE OF AWARD

2027 Preliminary Engineering Bridge Improvement Grant
Structure Number 68-186-070
Project Number BRO 8068(00)27-1, PCN 0ANA
Grant Amount = \$67,900 (80%)

To whom it may concern;

I am pleased to inform you that the South Dakota Transportation Commission approved a Local Bridge Improvement Grant (BIG) in the amount shown above for the noted structure during their August 27, 2026, commission meeting. This award is contingent on you entering into the attached grant agreement within 30 calendar days of this date. Failure to sign the agreement may result in the reallocation of the grant funds to another eligible applicant within the associated grant cycle.

If you have questions, please feel free to contact Doug Kinniburgh at 605.773.4284.

Sincerely,

A handwritten signature in blue ink that reads "Joel Jundt". The signature is fluid and cursive.

Joel Jundt
Secretary

Attachment

cc: County Highway Superintendent
File

Local Bridge Improvement Grant (BIG) Procedure

Bridge Improvement Grant

Work Order Requirements for Survey and Hydraulics

SCOPE OF SERVICES TEMPLATE – Survey & Hydraulics

Category-Specific Technical Requirements & Provisions,
from the Current SDDOT Consultant Retainer, Shall Be Applied

1. **Field survey for completion of the Drainage Data Sheet and Contour Map.** The information required for placement on these sheets is listed below. An example is attached containing the required information.
 - ☐ Stationing from south to north or west to east.
 - ☐ Beginning and ending stations of the current structure, or centerline station of culverts.
 - ☐ Proposed and in-place gradelines.
 - ☐ Stream profile. (Including a table of stations and elevations for each shot taken.) Refer specifically to the *SD Highway Surveying Manual, Chapter 6 – Preliminary Surveys*, starting on page 36 for guidance.
 - ☐ Sea level datum is required. Stations, elevations, and offsets from and descriptions of permanent objects will be required for project benchmarks. (The High Accuracy Reference Network (HARN) map and the County Bench Mark map for the State of South Dakota can be found at the following web site – <https://dot.sd.gov/doing-business/engineering/design-services/surveyors>)
 - ☐ Include an electronic file (DGN) containing the plan/profile of the in-place gradeline at the structure. (This will be submitted with the final hydraulics and only when the replacement structure will be a bridge. The Consultant will submit this file through the LGA SFTP site.)
 - ☐ Landowners with their addresses, phone numbers, and location of property.
 - ☐ Utilities with their addresses, phone numbers, and locations along the project.
2. **Field survey as necessary for preparation of construction plans.** Required information is listed below.
 - ☐ Establishment of transit points, land ties and benchmarks as well as cross sections and topography. (Stations, elevations, and offsets from permanent objects will be required for project benchmarks.)
 - ☐ Project limits as established by consultation with the County Highway Superintendent / City Engineer.
 - ☐ Additional legal survey as required for preparation of right-of-way plats.
 - ☐ The geometrics of horizontal and vertical alignment in accordance with the Local Roads Plan design standards.
 - ☐ Survey notes are to be retained on file with the Consultant for subsequent use in the preparation of construction plans and are to be available to the County/City upon request.

It is anticipated that this item will permit the issuance of a separate work order (after the Type, Size and Location (TS&L) Inspection) for the development of construction plans with no further survey needed.
3. **Photo Documentation and Record Search of the Structure as defined in [Attachment #2](#).**
4. **Preliminary Hydraulic Design Report, Plan/Profile Sketches (Preliminary Hydraulic Layouts) and gradelines, Electronic Copy of Hydraulic Model, Draft Hydraulic Design Report in accordance with the newest version of the South Dakota Drainage Manual, and cost estimates for all proposed structure alternatives. THE DESIGN YEAR FOR THIS SITE SHALL BE IN ACCORDANCE WITH THE LOCAL ROADS PLAN (SPECIFICALLY BY FUNCTIONAL CLASSIFICATION).** (More than one feasible alternative is required. This includes options on different alignments if applicable. The options need to be acceptable to the owner's future needs and maintenance capabilities. If there is only one type of structure that can reasonably be constructed at a site, simply provide an explanation instead of alternatives.) The South Dakota Drainage Manual is available at the following location: <https://dot.sd.gov/doing-business/engineering/design-services/forms-manuals>. Guidance on hydraulic design report format, contents, and instructions on completing the hydraulics data sheet can be found in chapter 6. **The current preliminary hydraulic data sheet to be used can be found in the folder under "000 LGA General Info and Docs" located on the Consultant's LGA SFTP site.** Directions for filling out the form can be found at the same location. All items will be submitted to the Local Government Assistance Office for distribution to SDDOT personnel for review for compliance with minimum required State and Federal standards. Necessary revisions shall be provided in writing by the SDDOT and shall be forwarded to the Consultant by the Local Government Assistance Office. Necessary

Local Bridge Improvement Grant (BIG) Procedure

revisions shall be completed by the consultant and the Revised Draft Hydraulic Design Report submitted within 2 weeks of receipt of revisions from LGA. The Consultant is wholly responsible for the accuracy of the design calculations and the independent check design calculations.

Culvert Countersink Depth Requirements will be in accordance with the US Army Corps of Engineers Current Nationwide Permits Regional Conditions, Omaha District, State of South Dakota, which can be found under Booklets, Manuals, & Guides at: <https://usace.contentdm.oclc.org/> Section B.3. from the most current Regional Conditions, shown below.

3. Culvert Countersinking:

For all NWP's in streams with relatively permanent flow and a stable stream bed, culvert stream crossings shall be installed with the bottom of the culvert set below the natural stream channel flow line. This regional condition does not apply in instances where the lowering of the bottom of the culvert would allow a headcut to migrate upstream of the project into an unaffected stream reach or result in lowering the elevation of the stream reach.

- a. The stream's flow line (or the main path of the water) will be determined by calculating the average elevation along the streambed during periods when the stream is at its lowest flow levels.
- b. The slope of the culvert should be parallel to the slope of the stream flow line.
- c. Riprap inlet and outlet protection shall be placed to match the height of the bottom of the culvert.

Add site inspection layout

5. **Conduct TS&L inspection, assistance in the selection of the type, size and location of the replacement structure, and preparation of TS&L summary letter (See Examples #1 & #2 following the attachments).** The county or city (owner) shall be in attendance and advance notice given by the Local Government Assistance Office so if time allows, a staff member can attend.
6. **Report of Foundation Investigation.** Conduct field investigation and provide design recommendations according to AASHTO LRFD Bridge Design Specifications Section 10. Report shall include boring information, lab results, and design recommendations. See **Examples #3 and #4, following the attachments**, for reports that are typically developed by SDDOT Geotechnical Engineering Activity.
7. **Obtain Traffic Data.** Conduct field study to obtain 24-hour traffic volumes for existing structure. Data shall be gathered using a mechanical or electronic device. Study shall be conducted on a typical weekday (Tuesday-Thursday) from midnight to midnight. Report of traffic data shall include structure number, counter brand, serial number, date collected, and total volume.
8. **For Structure Chosen at TS&L: Final Hydraulic Design Report, Final Hydraulic Data Sheet (use the current data sheet found in the folder "000 LGA General Info and Docs" located on the LGA SFTP site,) Hydraulic Model with existing and proposed conditions, and if the structure selected is a bridge, Scour Memo summarizing hydraulic scour calculation, Scour Calculation, and Berm Slope Protection Recommendations (if applicable.)**

Please refer to the checklist in **Attachment #1** for the TS&L Packet of items that shall be submitted to the Local Government Assistance Office. **Attachment #3** provides guidance on aquatic resources in relation to the 404 permitting process.

Local Bridge Improvement Grant (BIG) Procedure

Attachment #1 Bridge Improvement Grant Checklist for Survey and Hydraulics Work Order TS&L Packet

These items must be submitted to DOT/Local Government Assistance.
If any of these items are missing, the full packet will be returned for completion and resubmission to this office.

Project Number _____ County _____ PCN _____

- ☐ **Survey Sheets and Contour Map (submit as PDF and DGN files) including the following information:**
 - ☐ Stationing from south to north or west to east
 - ☐ Beginning and ending stations of the existing structure, or centerline station of culverts
 - ☐ Beginning and ending stations of proposed structures, or centerline station of culverts
 - ☐ Proposed and existing gradelines
 - ☐ Stream profile and cross sections (Downstream to upstream direction including a table showing stations and elevations for each shot taken). Refer specifically to the *SD Highway Surveying Manual, Chapter 6 – Preliminary Surveys*, starting on page 36 for guidance.
 - ☐ Elevation and location of buildings and other structures
 - ☐ Survey information using sea level datum and showing station, elevation, offset, and physical description of each project benchmark
 - ☐ Landowner names, addresses, phone numbers, and legal descriptions of their property
 - ☐ Utility names, addresses, phone numbers, and locations along the project
- ☐ **Photo Documentation and Historical Record Search of the Structure (including list of files or repositories searched) as defined in Attachment #2. (In the event that nothing is found, a letter indicating lack of findings, along with files or repositories searched, shall be submitted to the SDDOT/Local Government Assistance Office.)**

NOTE: THE DESIGN YEAR FOR THIS SITE SHALL BE IN ACCORDANCE WITH THE LOCAL ROADS PLAN (SPECIFICALLY BY FUNCTIONAL CLASSIFICATION).

- ☐ **Preliminary Hydraulic Design Report (use current data sheet found on the LGA SFTP site in the “000 LGA General Info & Docs” folder) including the following information:**
 - ☐ Calculated flows
 - ☐ Inplace conditions (Ordinary High-Water Elevation, HW₁₀₀, V_{max}, OT_{fr})
 - ☐ Proposed conditions for each option (HW₂, HW₂₅, HW₁₀₀, V_{max} Q_{ot}, OT_{fr}, EL_{overtop})
 - ☐ Ordinary High-Water Elevation Shown on Cross-Sections (in the absence of identifiable bed & bank, use approx. 2-year flow)
 - ☐ Observed High Water Elevation (identifiable high-water mark)
- ☐ **Electronic copy of Hydraulic Model of existing and proposed conditions**
- ☐ **Plan and profile sketches (preliminary hydraulic layout sheets) for the existing structure and proposed gradelines for each option (submit as PDF and DGN files) More than one feasible alternative is required. This includes options on different alignments if applicable. The options need to be acceptable to the owner’s future needs and maintenance capabilities. If there is only one type of structure that can reasonably be constructed at a site, simply provide an explanation instead of alternatives.**
- ☐ **Cost Estimates (including design and construction engineering and construction costs for each option)**
- ☐ **TS&L Summary Letter**
- ☐ **Report of Foundation Investigation (see Examples 3 and 4 in this appendix)**
- ☐ **For Structure Chosen at TS&L**
 - ☐ Final Hydraulic Design Report
 - ☐ Final Hydraulic Data Sheet (use current data sheet found on the LGA SFTP site in the “000 LGA General Info and Docs” folder)
 - ☐ Hydraulic model with existing and proposed conditions
 - ☐ Scour memo, scour calculations, and berm slope protection recommendations (Bridges Only)

Local Bridge Improvement Grant (BIG) Procedure

Attachment #2

Local Government Assistance

Photo Documentation and Record Search of the Structure

The information defined below will satisfy one of the requirements of the State Historic Preservation Society in clearing the structure for removal.

Photo Documentation of the Structure

- ☐ **Site map and photo log of all photos**
- ☐ **Photos will be taken of: (*at minimum*)**
 - Full views of the structure's primary elevations
 - Close-ups of any decorative, character-defining or structural features
 - General views of the bridge and its environment
- ☐ **Photos will be labeled as follows:**
 - Photo Number - from photo log and site map
 - Name and Address of property – if property does not have legal address then please note either the Universal Transverse Mercator (UTM) or the legal location down to the quarter section.
 - Month and Year of photograph
 - Description of view, including camera direction (cardinal direction – N, S, E, W)
- ☐ **Photos will be submitted in one of the following formats:**
 - Digital Photographs
 - At least 2000 X 3000 pixels at 300 dpi
 - Saved as TIFFs submitted on CDs
 - 35mm Black and White Photographs
 - 35mm black/white film printed on black/white photographic paper
 - Both prints and negatives submitted

Historical Record Search of the Structure

- ☐ **Any or all the following are needed:**
 - Reports – maintenance or otherwise indicating modifications to the original structure – what was done and why
 - Any Photographs of the original structure (not inspection photos; not photos referenced in this work order)
 - Original Drawings
 - Original Plans
 - Any other documentation
- ☐ **Names of Files or Repositories (courthouse, county historical society, etc.) Searched**

If possible, provide the original copy of this information. If not, submit the information in the following format. High quality clear Xerox copies of any reports, drawings, or plans; and photographs scanned at 600 dpi, saved as TIFFs, and submitted on a CD.

If these documents are not otherwise restricted through state or federal law; submit them to the SDDOT/Local Government Office for submission to the South Dakota State Historical Society for public use and reproduction. If nothing is found, a letter indicating lack of findings, along with files or repositories searched, shall be submitted to the SDDOT/Local Government Assistance Office.

Local Bridge Improvement Grant (BIG) Procedure

Attachment #3

Local Government Assistance

Aquatic Resources Checklist & Summary Example Information to Assist in Applying for a 404 Permit

The following information is an example of what the SDDOT Environmental Office collects and uses when applying for 404 Permits for DOT Administered projects. This information is provided here both to show that the Final Hydraulic Design Report is a source of this information, and to provide guidance to help locals and their consultants on Locally Administered projects.

- The checklist itself is not sent as it is included in a table format in the summary.
- Plans and the final hydraulic design report are sent as attachments to support the summary.

This is the type of information the US Army Corp of Engineers is looking for. The more stream characteristics impacted by a project, the more likely mitigation will be required. (No mitigation was required under Section 404 for the project shown in the example.)

Local Bridge Improvement Grant (BIG) Procedure

Aquatic Resources Checklist

Project Number _____ County _____ PCN _____
Structure Number _____ Street Name _____ Date _____

Characteristics of Stream

- Flow Regime (Ephemeral, Intermittent, Perennial):
- Cross-section (shape, channel width, floodplain connectivity):
- Longitudinal Profile (Riffle Pool complex/sequence):
- Bed Material (NRCS Soils Data):
- Presence of T&E Species (Likely Topeka Shiners):
- Beneficial Use (DANR):
- Chemical, Physical, Biological Integrity:

Local Bridge Improvement Grant (BIG) Procedure

Attachment #3 - Example Aquatic Resource Impact Summary



Planning and Engineering

Environmental Office
700 E Broadway Avenue
Pierre, SD 57501-2586
O: 605.773.4336
dot.sd.gov

January 8, 2024

RE: Project BRO-B 8058(32), PCN 08N9, Spink County, Aquatic Resource Impact Summary

Structure 1 S & 1.8 W of Northville on 155th St over Snake Ck SN 58-052-070

Structure, Approach Grading, PE (2021 Local Federal Bridge Replacement Program)

Project Background: The South Dakota Department of Transportation (SDDOT) proposes a bridge replacement and approach grading for the poor condition Structure Number 58-052-070 located 1 mile south and 1.8 miles west of Northville on 155th Street over Snake Creek in Spink County, South Dakota. The project is part of the 2021 Local Federal Bridge Replacement Program.

Aquatic Resources Delineation: A desktop wetland and stream delineation was conducted by Emily Calhoun in the SDDOT Environmental Office on January 4, 2024. Resources reviewed during the desktop delineation included aerial imagery, USDA Web Soil Survey, the National Wetlands Inventory mapping, and existing topographic information. Additionally, design plans, site photographs, and the final hydraulic design report (dated September 2022) were examined, all prepared by the Consultant. The resulting desktop delineation identified aquatic resources, including one wetland (Wetland 1) encompassing 0.17 acres and a segment of Snake Creek encompassing 1.36 acres.

Wetland Impacts: The project will result in 0.02 acres of permanent impact to wetlands and 0.11 acres of temporary wetland impact. The wetland impacts are shown on the aerial map following this summary. Permanent impacts are those that occur to wetlands within the work limits that will not retain wetland characteristics after construction.

Streambed Impacts: The project will result in 0.14 acres of permanent impact and 0.28 acres of temporary impact to Snake Creek. The stream impacts are shown on the aerial map following this summary. Permanent streambed impacts are those that occur to streams within the work limits. Temporary stream impacts identified along the project will not require mitigation, as they occur within temporary easements or associated with temporary works that will be restored to pre-construction contours and elevations.

Wetland Mitigation Discussion: The proposed project does not require mitigation under Section 404 of the CWA as permanent impacts do not exceed 0.1 acre to a single aquatic resource. However, to satisfy the mitigation requirements under E.O. 11990, the permanent impacts (0.02 acres) will be mitigated off-site under the *Statewide Wetland Finding* dated February 2018.

Streambed Mitigation Discussion: The proposed project should not require streambed mitigation under Section 404 of the CWA. Although the project will permanently impact 0.14 acres of streambed, which exceeds the current USACE 0.03-acre mitigation threshold, the total footprint of the project and changes to the system will result in a neutral or positive effect to stream function. When assessing impact SDDOT examined multiple stream characteristics including as outlined in the following table, along with notes on existing condition and assessment of effect the proposed project will have on Snake Creek.

Local Bridge Improvement Grant (BIG) Procedure

Stream Characteristic	Existing Condition and Proposed Construction	Assessment of Effect from Proposed Construction
Flow Regime	Snake Creek is a perennial stream.	No permanent effect or alteration of Snake Creek's flow regime.
Stream Cross-Section	The current bridge constricts the channel width at this location to 41 feet. The stream channel width will be expanded with the installation of a 4-barrel 12 x 9-foot-box culvert. Stream channel expansions will allow for less constriction and greater floodplain connectivity	Neutral/Positive effects to the Snake Creek cross section following structure replacement.
Longitudinal Profile	The box culvert will be counter-sunk by 1 foot in order to allow for the streambed to naturally reestablish and for aquatic organism passage (see attached plans). Natural riffle-pool complexes will re-establish after construction.	No permanent effect to the longitudinal profile of Snake Creek.
Bed Material	The geotechnical investigation at the bridge location revealed the underlying soils are $\pm 10'$ clay-silt on top of $\pm 20'$ of sand. The box culvert will be counter-sunk to allow for the streambed to naturally reestablish bed material.	No permanent effect on the bed material of Snake Creek.
T/E Species	The portion of Snake Creek in the current project extent has not been identified by USFWS as a Topeka Shiner Stream. Coordination with SD GF&P did not identify any occurrences of endangered, rare or threatened species in the immediate project area.	No effect on known T/E Species within Snake Creek.
Beneficial Uses	Snake Creek is classified as a warm water marginal fishery; limited contact recreation waters; fish and wildlife propagation, recreation, and stock watering waters; and irrigation waters. Proposed construction will not permanently impact or alter any of these beneficial uses. Construction practices will ensure the 30-day average total suspended solids criterion of 150 mg/L and the daily maximum total suspended solids criterion of 263 mg/L will not be violated.	No permanent effect on beneficial uses of Snake Creek.
Chemical, Physical and Biological Integrity	Snake Creek is warm water tributary of the James River. Special construction measures will be taken to ensure impacts to the chemical, physical, and biological characteristics will be minimized.	No permanent effects on the chemical, physical and biological integrity of Snake Creek are anticipated.

A review of the stream characteristics above indicates that the proposed construction is not anticipated to have any permanent negative impacts to Snake Creek. Changes to the stream cross section at its crossing with 155th Street are expected to have positive or neutral permanent impact on the stream. Aerial imagery indicates the stream is constricted at this location by the existing bridge. A historical review of aerial imagery indicates that the upstream pooling and constriction has been degrading over time. The stream channel width will be expanded with the installation of a 4-barrel 12 x 9-foot-box culvert at this location. The current bridge constricts the channel width at this location to 41 feet, while the channel width following the box culvert installation will be 48 feet, 10.5 inches. The proposed box culvert will expand the existing streambed, resulting in no loss of streambed acreage, and will expand/open areas that the bridge embankment had previously filled and constricted.

Local Bridge Improvement Grant (BIG) Procedure

Sincerely,

Attachments: Preliminary Design Plans, Final Hydraulic Design Report (including site photographs, cross section and longitudinal profiles)

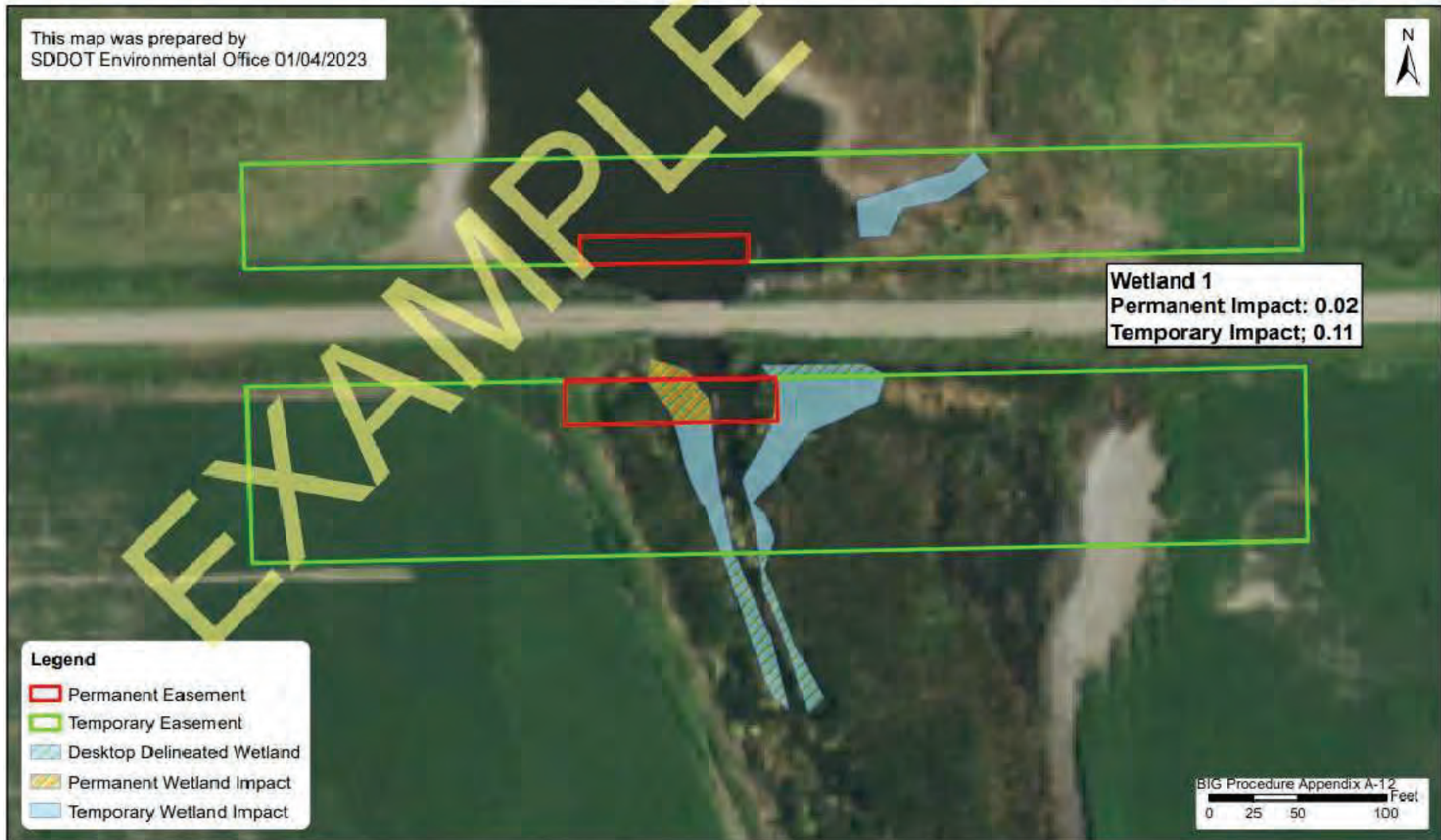
EXAMPLE

Local Bridge Improvement Grant (BIG) Procedure



BRO 8058(32), PCN 08N9
Spink County
1 S & 1.8 W of Northville on 155th St over Snake Ck
Replace Structure 58-052-070, Approach Grading, PE
(2021 Local Federal Bridge Replacement Program)

Wetland Impact Determination

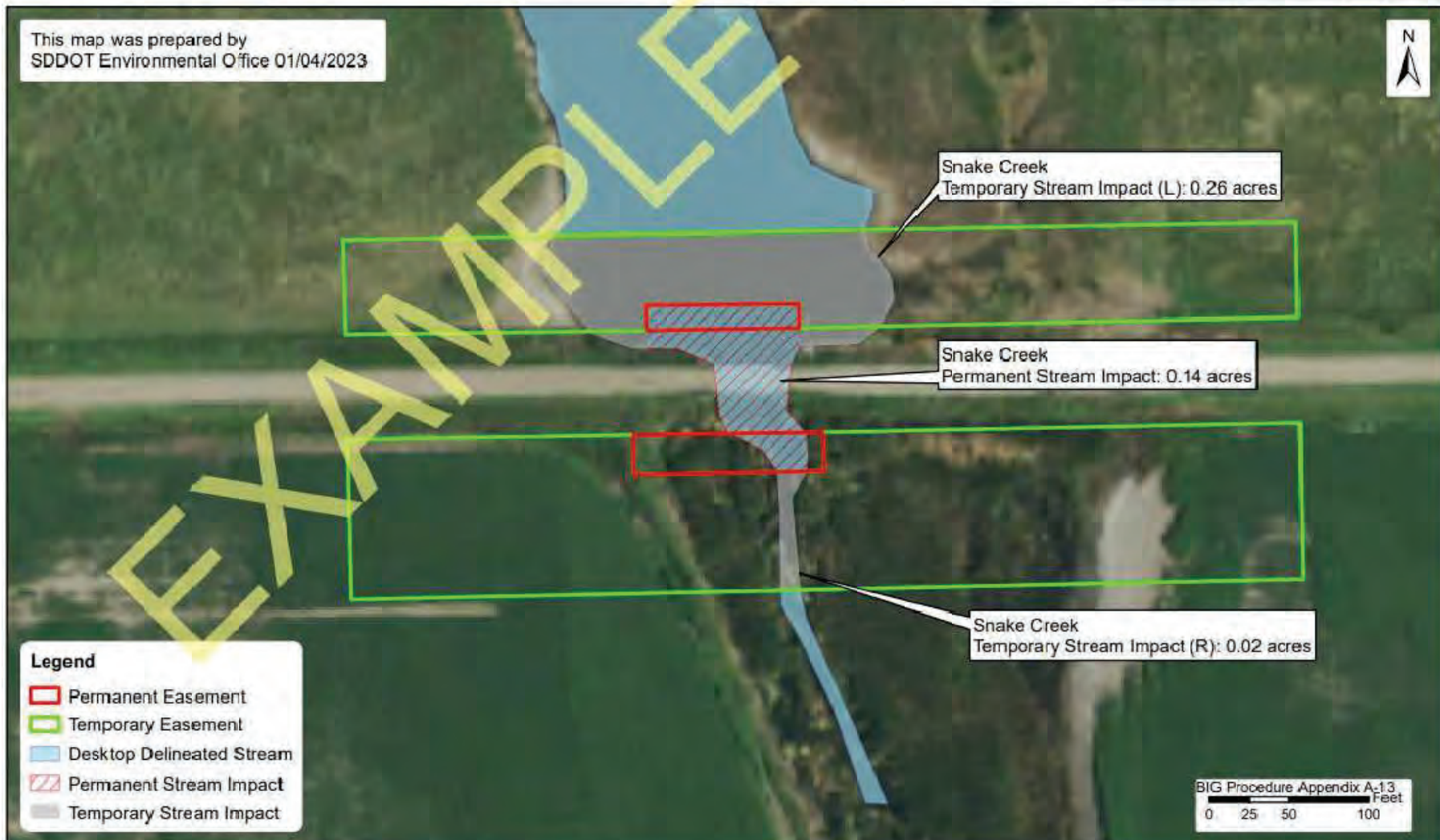


Local Bridge Improvement Grant (BIG) Procedure



BRO 8058(32), PCN 08N9
Spink County
1 S & 1.8 W of Northville on 155th St over Snake Ck
Replace Structure 58-052-070, Approach Grading, PE
(2021 Local Federal Bridge Replacement Program)

Stream Impact Determination



Local Bridge Improvement Grant (BIG) Procedure

Spnk08N9 - Wetland Table															
Aquatic Resource	Latitude	Longitude	Cowardin Class.	Habitat	Station	Threatened Area (ac)	USACE Status	Impact Left (ac)		Impact Right (ac)		Permanent Impact Area	Excluded Foot Impact (')	Mitigation	
								Temp	Perm	Temp	Perm			USACE	EO 11990
Wet 1	45.344333	-88.62168	PEM1A	Riverine	1D+00	0.168	Jurisdictional	0.028	0.000	0.079	0.020	0.020	0	No	Yes
TOTAL						0.17	Total	0.03	0.00	0.08	0.02	0.02	0		

0.13

project temporary impacts =	0.1 acres	All aquatic resources within temporary easements:
project permanent impacts =	0.02 acres	All aquatic resources within work limits
USACE =	0.00 acres	Jurisdictional, but not impacts at single aquatic resources that are 0.1 acres.
EO 11980 =	0.02 acres	
Preamble Waters =	0.00 acres	Non-jurisdictional wetlands that are Preamble waters (i.e., "ditch wetlands") = no mitigation required.
total project impact =	0.12 acres	

Local Bridge Improvement Grant (BIG) Procedure

Robt08N5- OW Table																		
Regulatory Resource	Latitude	Longitude	Conservation Class	OW Class	Station	Delimited Length (ft)	Delimited Stream Bed Area (ac)	USACE Status	Stream Bed Impacts (ac)		Mitigation	Impact Left (ft)		Impact Right (ft)		Permitted Impact Length (ft)	Permissible Impacts (ft)	Mitigation
									Temp	Perm		USACE	Temp	Perm	Temp			
1901 Snake Creek	48.148833	-98.011333		Perennial	15+00	618.000	1.160	Anticipated	0.28	0.14	None	45	0	70	0	110	0	None
TOTAL						618.00		Total	0.28	0.14		45	0	70	0	110	0	
									0.42			225						
stream + proposed impacts =									0.28 acres									
project permanent impacts =									0.14 acres									
stream + proposed impacts =									110 feet									
project permanent impacts =									110 feet									
USACE stream length =									0 feet									
USACE stream bed =									0.00 acres									
Permissible Waters =									0.00 acres									
Permissible Waters =									0 feet									
Total project impacts =									0.42 Acres									
Total project impacts =									0.25 feet									

EXHIBIT C

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016**

During the performance of this Agreement, the COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**JOINT POWERS AND FUNDING AGREEMENT
FOR BRIDGE PRELIMINARY ENGINEERING
BETWEEN
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
AND
YANKTON COUNTY**

This Agreement is made and 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."

1. 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. The COUNTY will be responsible for acquiring, holding and disposing of all real property required in connection with this Agreement.

2. BACKGROUND:

- A. The STATE has limited federal and state funding available for the preliminary engineering of eligible local public agency bridges.
- B. The COUNTY has applied for Federal Highway Local Bridge Program funding ("Federal Funds") for the preliminary engineering of structure number 68-156-182, project number BRF 6366(07), PCN 0ANP, referred to in this Agreement as the "PROJECT."
- C. The Federal Highway Local Bridge Program provides Federal Funds for 81.95% of the actual total eligible costs of an approved bridge preliminary engineering project.

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

3. TERM

This Agreement is effective upon execution by both parties and its term is perpetual.

4. PROJECT FUNDING AWARD

The COUNTY has been awarded federal funds for the costs of the PROJECT. The STATE will apply these federal funds to pay for eighty-one point nine five percent (81.95%) of eligible PROJECT costs. The COUNTY will reimburse the STATE for the COUNTY'S eighteen point zero five percent (18.05%) required share of eligible PROJECT costs. The COUNTY will be one hundred percent (100%) responsible for any costs deemed ineligible for federal funds by the STATE. Ineligible expenses include, but are not limited to, real property acquisition costs, utility relocations, finished roadway surfacing (asphalt, gravel, or concrete), fencing, aesthetics, and off-site environmental mitigation and monitoring costs.

5. DESIGN ENGINEERING SERVICES

The STATE will execute and administer the contracts and work orders for design engineering services for the PROJECT, which includes surveys, hydraulic analysis, and preparation of plans and specifications.

6. ENVIRONMENTAL COORDINATION AND GEOTECHNICAL SERVICES

The STATE will provide environmental coordination and geotechnical services for the PROJECT through STATE forces or consultants selected by the STATE and approved by the COUNTY. If a consultant is retained, the STATE will execute and administer the contracts and works orders for environmental coordination and geotechnical services for the PROJECT. The reasonable and necessary costs of these services will be an eligible PROJECT expense.

7. PROJECT COSTS

The parties estimate the costs of design, environmental coordination and geotechnical services of the PROJECT to be three hundred fifty-six thousand dollars, (\$356,000), but payment obligations under this Agreement will be based on actual costs. The STATE will pay consultants and contractors for any PROJECT design, environmental coordination, and geotechnical services costs and bill the COUNTY for ineligible PROJECT costs. The COUNTY will pay within 30 days of receipt of billing from the STATE.

8. WORK PERFORMED PRIOR TO AGREEMENT

It is understood and agreed between the parties that certain PROJECT work pertaining to this Agreement may have been performed by the consultant or contractor hired by the STATE before this Agreement was executed. Further, it was the intent of the parties that certain work be performed by the consultant or contractor and be paid for in accordance with this Agreement. In light of the foregoing, the parties to this Agreement ratify the acts of the consultant or contractor hired by the STATE which may have been performed during this period and agree to pay for these services in accordance with the terms of this Agreement.

9. STRUCTURE CONSTRUCTION AND MAINTENANCE

Upon completion of the PROJECT, the COUNTY will be one hundred percent (100%) responsible for all work on the structure, including, but not limited to, construction, construction engineering, any inspection, maintenance, repair, rehabilitation, and replacement.

10. REAL PROPERTY ACQUISITION

The COUNTY will obtain all right-of-way and other real property interests necessary for the PROJECT in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended in 1987. The COUNTY will use unaltered STATE forms in obtaining right-of-way and other real property interests necessary for the PROJECT, unless alterations are approved in advance by the STATE.

11. UTILITY ADJUSTMENTS

The COUNTY will arrange for all needed utility adjustments as part of the PROJECT and certify prior to advertisement or letting that all right-of-way and utility adjustments and agreements are in place.

12. CONFLICT OF INTEREST

The COUNTY certifies the COUNTY has a conflict of interest policy and enforces said policy.

13. INTERNAL REVENUE COMPLIANCE

The COUNTY certifies the COUNTY has filed an Internal Revenue Services (IRS) Form 990 in compliance with federal law, if applicable. The COUNTY will display the filed IRS Form 990 on the COUNTY'S website immediately upon filing.

14. INTERNAL CONTROLS

The COUNTY certifies the COUNTY employs an effective internal control system.

15. SINGLE AUDIT ACT

The COUNTY certifies the COUNTY is in compliance with the federal Single Audit Act and the requirements of SDCL § 4-11-2.1, if applicable. The COUNTY further certifies audits are displayed on the COUNTY'S website.

16. INDEMNIFICATION

The COUNTY agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief to the extent arising as a result of the COUNTY'S negligence, tortious acts, or intentional acts in performing services under this Agreement. Notwithstanding the foregoing, the STATE may, in its sole discretion engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist COUNTY in the defense. If the STATE exercises this authority and COUNTY is determined to be liable, then the STATE is entitled to reimbursement of its reasonable attorney fees and costs in defending the suit in proportion to the degree of liability attributed to COUNTY in the proceeding. This section does not require COUNTY to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the STATE, its officers, agents or employees.

17. CIVIL RIGHTS ACT

The COUNTY will abide by the requirements of Title VI of the Civil Rights Act of 1964, incorporated in and attached to this Agreement as **Exhibit A**.

18. AMERICANS WITH DISABILITIES ACT

The COUNTY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1964 and any amendments.

19. AMENDMENTS

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.

20. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the federal government, Legislature and South Dakota Transportation Commission for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, the South Dakota Transportation Commission fails to allocate state highway funds, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement or reduce the Federal Funds or state highway funds paid under this Agreement. Termination or funding reductions for any of these reasons is not a default or breach by the STATE nor does it give rise to a claim against the STATE.

21. TERMINATION

The STATE may terminate this Agreement with or without cause. If this Agreement is terminated prior to completion of the PROJECT, the COUNTY will, within 180 days of termination of this Agreement, repay all Federal Funds and state highway funds expended on the PROJECT.

22. COMPLIANCE WITH LAWS

The COUNTY must 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 must procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.

23. GOVERNING LAW AND VENUE

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.

24. SEVERABILITY

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.

25. ENTIRE AGREEMENT

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 its subject matter.

26. EMPLOYEE STATUS

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.

27. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The COUNTY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the COUNTY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

28. PUBLIC ACCESS TO AGREEMENT

The parties acknowledge and agree that this entire Agreement, including any exhibits and attachments to this Agreement, is a public record that may be provided to the public and posted in its entirety on the State of South Dakota's searchable internet website pursuant to SDCL 1-27-45.

29. SIGNATURE AUTHORITY

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 or Council 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 B**.

[SIGNATURE PAGE FOLLOWS]

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the COUNTY to enter into the same.

Yankton County, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Printed Name: Joel M. Jundt

Its: Chairperson

Its: Department Secretary

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

County Auditor/Clerk
(COUNTY SEAL)

EXHIBIT A

**STATE OF SOUTH DAKOTA
DEPARTMENT OF
TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION
ASSURANCES APPENDIX A & E
MARCH 1, 2016**

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1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
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 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
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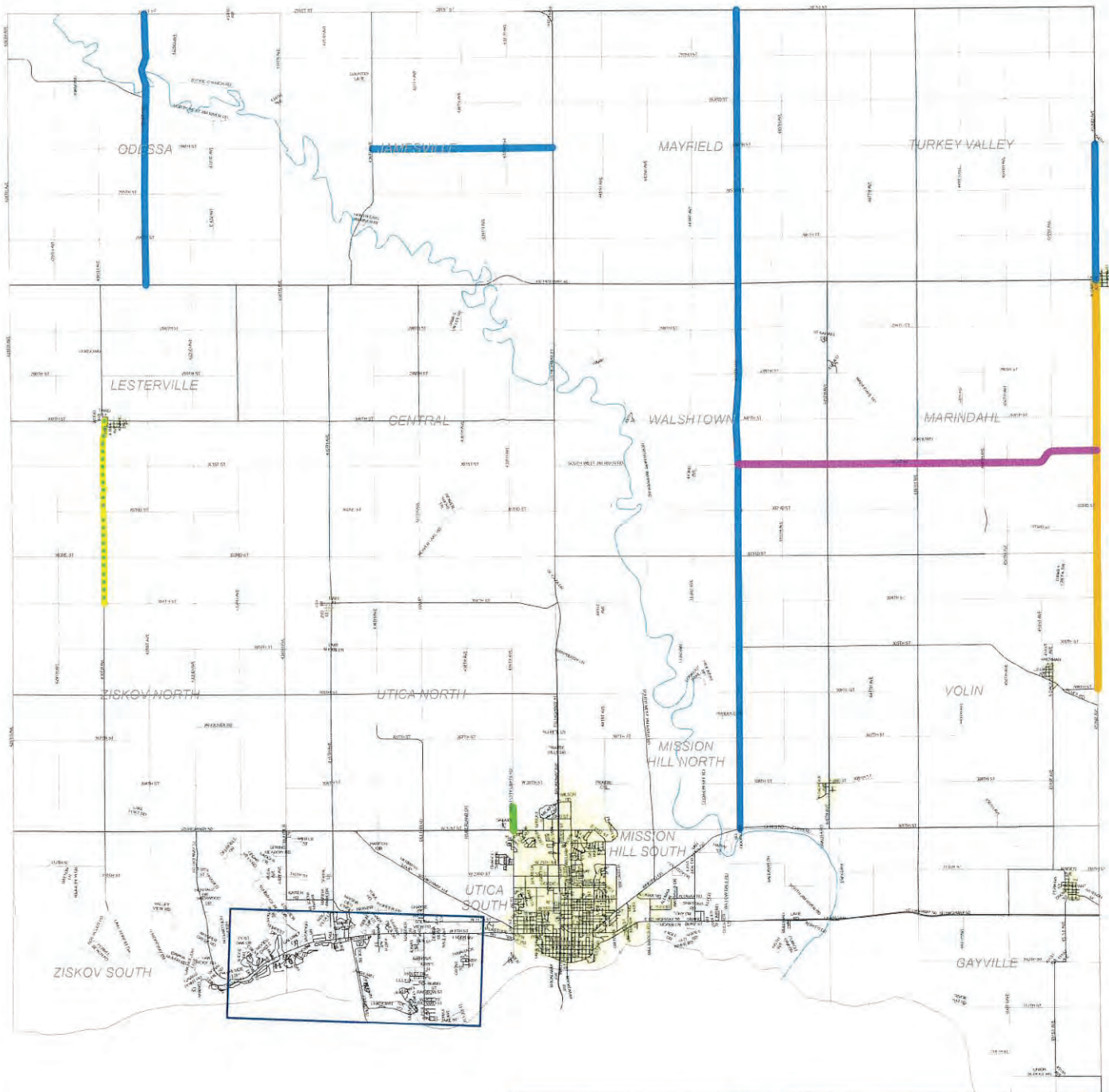
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Pertinent Non-Discrimination Authorities:

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- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
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- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

YANKTON COUNTY

ROAD IMPROVEMENTS 2027



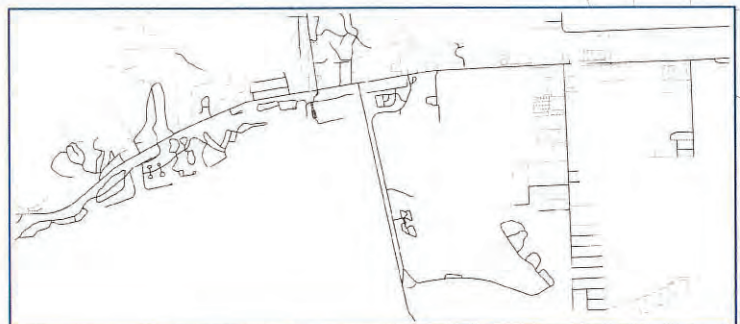
Legend

- High NB & Corral
- Microsurfing
- Dark Seal
- Clear Seal
- Overlays
- Low Maintenance
- Wet C&G
- Paved/Gravel
- City Limits

Yankton County Geocode

SURFACE TYPE

ROAD





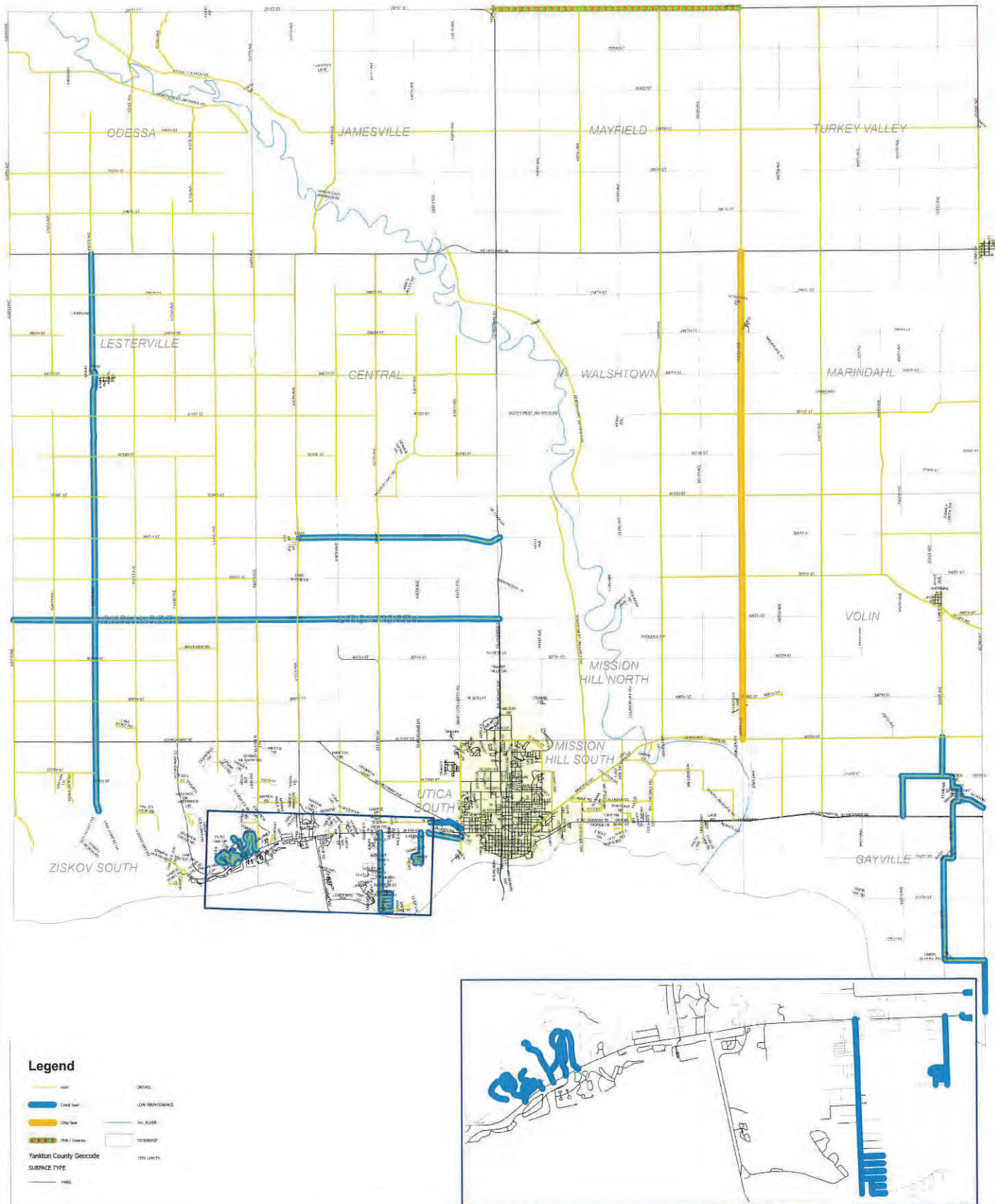
YANKTON COUNTY PROJECT PLAN 2027

Work Type	Hwy Road #	Project #	Road Information	Location (Township)	Funding (County unless otherwise)	Miles	Estimated Cost per mile	Estimated Total Cost			
Profile Mill & Overlay Asphalt											
	LVF430, ZKF430	2027-430AO	430th Ave - From 300th St to 304th St	Lesterville, Ziskov North		4.00	\$140,500.00	\$562,000.00			
Overlay											
	HSWCLR	2027-HSWCLRO	439th Ave - From 309th St 1/2 mi	Yankton		0.50		\$266,000.00			
						4.50		\$828,000.00			
Micro Surface											
	WTC301, MDC301	2027-301MS	301st St - From 444nd Ave to 452nd Ave	Walshtown, Marindahl		8.00	\$59,000.00	\$472,000.00			
						8.00		\$472,000.00			
Crack Seal											
	ODF431	2027-431CRS	431st Ave - From 297nd St to 291st St	Odessa		6.00	\$1,800.00	\$10,800.00			
	JAC294	2027-294CRS	294th St - From 440nd Ave to 436th Ave	Jamesville		4.00	\$1,800.00	\$7,200.00			
	MHF444	2027-444CRS	444nd Ave - From 309th St to 291st St	Walshtown, Mayfield		18.00	\$1,800.00	\$32,400.00			
	TVF452	2027-452CRS	452nd Ave - From 297th St to 294th St	Turkey Valley		3.00	\$1,800.00	\$5,400.00			
						31.00		\$55,800.00			
Chip Seal											
	MDF452, VOF452	2027-452CS	452nd Ave - From 306th St to 297th St	Marindahl, Volin		8.50	\$14,500.00	\$123,250.00			
						8.50		\$123,250.00			
					Totals	52.00		\$1,479,050.00			





Work Type	Hwy Road #	Project #	Road Information	Location (Township)	Funding (County unless otherwise)	Miles	Estimated Cost per mile	Estimated Total Cost			
Profile Mill & Overlay Asphalt											
	ZKF430	2028AO	430 Ave - From 309th St to 304th St	Ziskov North		5.00	\$145,400.00	\$727,000.00			
						5.00		\$727,000.00			
Micro Surface											
	ODF431	2028MS	431st Ave - From 297th St to 291st St	Odessa		6.00	\$60,000.00	\$360,000.00			
	JAF294	2028MS	294th St - From 436th Ave to 440th Ave	Jamesville		4.00	\$60,000.00	\$240,000.00			
						4.00		\$600,000.00			
Crack Seal											
	LVF300, CEF300	2028CRS	300th St - From 428th Ave to 440th Ave	Lesterville, Central		12.00	\$1,800.00	\$21,600.00			
	LVC433	2028CRS	433rd Ave - From 300th St to 297th St	Lesterville		3.00	\$1,800.00	\$5,400.00			
	CEC437	2028CRS	437th Ave - From 300th St to 297th St	Central		3.00	\$1,800.00	\$5,400.00			
	MHC305, VOF305	2028CRS	305th Ave - From 444th Ave to 450th Ave	Mission Hill, Volin		5.50	\$1,800.00	\$9,900.00			
	VOF306	2028CRS	306th St - From 451st St to 452nd St	Volin		2.50	\$1,800.00	\$4,500.00			
	VOCBR	2028CRS	Bluff Rd	Volin		0.75	\$1,800.00	\$1,350.00			
						26.75		\$48,150.00			
Chip Seal											
	MHCSWJRR, 9355CSWJRR	2028CS	444nd Ave - From 310th St to 306th St	Mission Hill, Mission Hill South		4.25	\$30,000.00	\$127,500.00			
						4.25		\$127,500.00			
					Totals	40.00		\$1,502,650.00			





YANKTON COUNTY PROJECT PLAN 2029

Work Type	Hwy Road #	Project #	Road Information	Location (Township)	Funding (County unless otherwise)	Miles	Estimated Cost per mile	Estimated Total Cost			
FDR/Overlay Asphalt											
	MAF291	2029FDRO	291st St - From 440th Ave to 446th St	Mayfield		6.00	\$189,000.00	\$1,134,000.00			
						6.00		\$1,134,000.00			
Crack Seal											
	9356C434A	2029CRS	434th Ave - From 311th St to 309th St	Utica South		1.50	\$1,800.00	\$2,700.00			
	9356CKR	2029CRS	Kaiser Road	Utica South		1.00	\$1,800.00	\$1,800.00			
	9356CDB	2029CRS	Deer Boulevard	Utica South		3.00	\$1,800.00	\$5,400.00			
	9356CW11	2029CRS	W 11th St	Utica South		1.00	\$1,800.00	\$1,800.00			
	9355CESD	2029CRS	East Side Drive	Mission Hill South		1.50	\$1,800.00	\$2,700.00			
	9355CAL	2029CRS	Alumax Road	Mission Hill South		0.50	\$1,800.00	\$900.00			
	9355CHD	2029CRS	Hastings Drive	Mission Hill South		0.20	\$1,800.00	\$360.00			
	9355CSRA	2029CRS	Sunrise Addition	Mission Hill South		0.50	\$1,800.00	\$900.00			
	LVF430, ZKF430, 9357C430	2029CRS	430th Ave - From 311th St to 297th St	Lesterville, Ziskov North, Ziskov South		13.50	\$1,800.00	\$24,300.00			
	ZKF306, UTF306	2029CRS	306th St - From 428th Ave to 440th Ave	Ziskov North, Utica North		12.00	\$1,800.00	\$21,600.00			
	UTF304	2029CRS	304th St - From 435th Ave to 440th Ave	Utica North		5.25	\$1,800.00	\$9,450.00			
	GVC451	2029CRS	451st Ave - From	Gayville		1.50	\$1,800.00	\$2,700.00			
	GVCIVE	2029CRS	Iverson St	Gayville		0.75	\$1,800.00	\$1,350.00			
	GVC310	2029CRS	E/W Hay Mill Road	Gayville		1.00	\$1,800.00	\$1,800.00			
	GVC450	2029CRS	N/S Hay Mill Road	Gayville		1.00	\$1,800.00	\$1,800.00			
	GVC451	2029CRS	Old 50 to New 50	Gayville		1.50	\$1,800.00	\$2,700.00			
	GVCUSR	2029CRS	Union School Road	Gayville		1.00	\$1,800.00	\$1,800.00			
	GVC452	2029CRS	East County Line	Gayville		1.00	\$1,800.00	\$1,800.00			
						47.70		\$85,860.00			
Chip Seal											
	WTF446, VOC446	2029CS	446th Ave - From 309th St to 297th St	Walshtown, Volin		12.00	\$30,000.00	\$360,000.00			
						12.00		\$360,000.00			
					Totals	65.70		\$1,579,860.00			



- ☐ Town/CDP
- ☐ City Limits
- ☒ Crack Seal
- ☒ Chip Seal
- ☒ PDE / Overlay

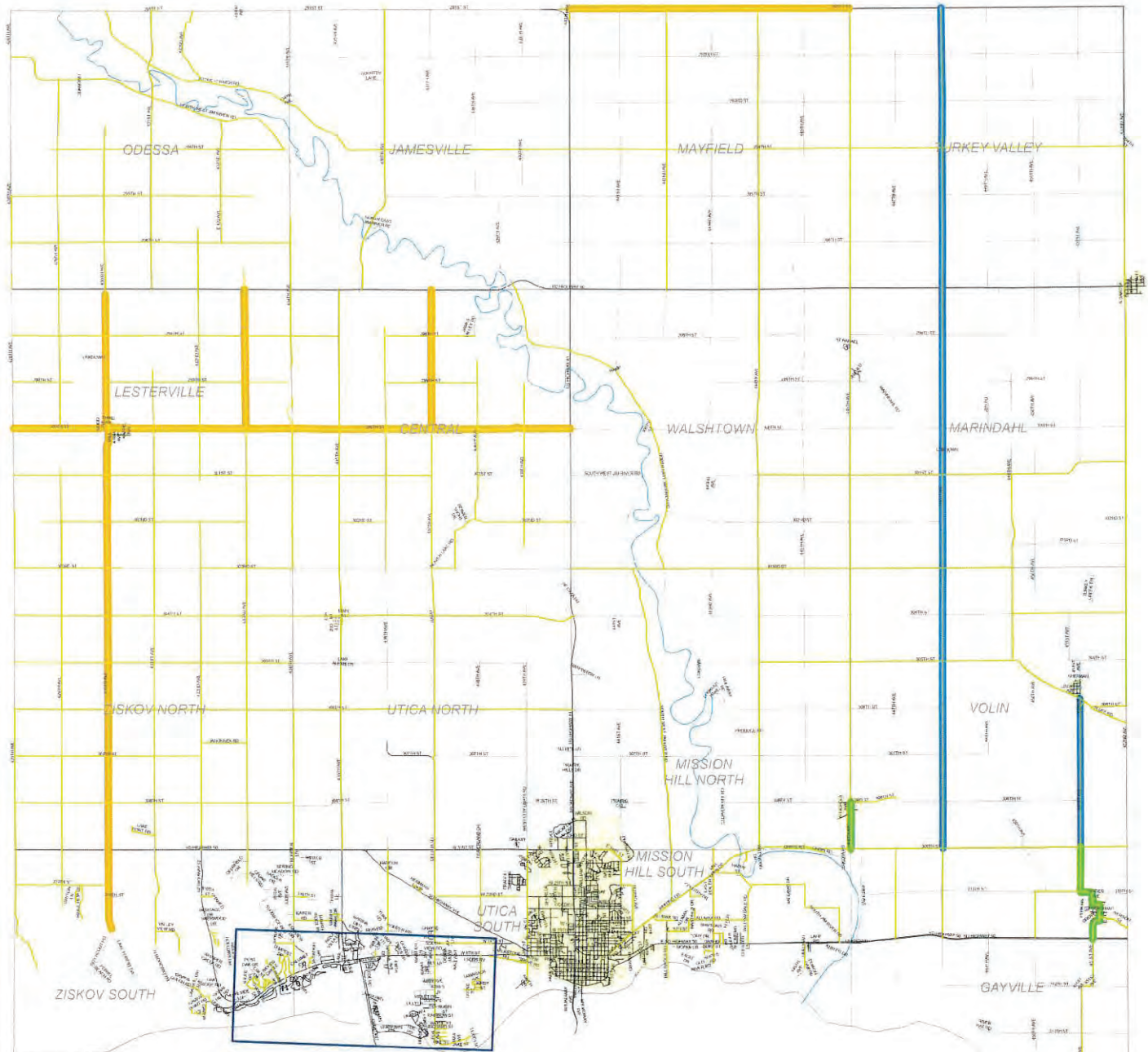




Work Type	Hwy Road #	Project #	Road Information	Location (Township)	Funding (County unless otherwise)	Miles	Estimated Cost per mile	Estimated Total Cost			
FDR/ Overlay Asphalt											
	VOF451	2030FDRO	451st Ave - From 309th St to 306th St	Volin		3.00	\$144,000.00	\$432,000.00			
						3.00		\$432,000.00			
Chip Seal											
	LVF300, CEF300	2030CS	300th St - From 428th Ave to 440th Ave	Lesterville, Central		12.00	\$30,000.00	\$360,000.00			
	LVC433	2030CS	433rd Ave - From 300th St to 297th St	Lesterville		3.00	\$30,000.00	\$90,000.00			
	CEC437	2030CS	437th Ave - From 300th St to 297th St	Central		3.00	\$30,000.00	\$90,000.00			
	MHC305, VOF305	2030CS	305th Ave - From 444th Ave to 450th Ave	Mission Hill, Volin		5.50	\$30,000.00	\$165,000.00			
	VOF306	2030CS	306th St - From 451st St to 452nd St	Volin		2.50	\$30,000.00	\$75,000.00			
	VOCBR	2030CS	Bluff Rd	Volin		0.75	\$30,000.00	\$22,500.00			
						26.75		\$802,500.00			
Crack Seal											
	JAF436	2030CRS	436th Ave - From 297th St to 291st St	Jamesville		6.00	\$1,800.00	\$10,800.00			
	CEF435, UTF435	2030CRS	435th Ave - From 309th St to 297th St	Central, Utica North		12.00	\$1,800.00	\$21,600.00			
	WTC301, MDC301	2030CRS	301st St - From 444th Ave to 452nd Ave	Walshtown, Marindahl		8.00	\$1,800.00	\$14,400.00			
	MAF291	2030CRS	291st St - From 440th Ave to 446th Ave	Mayfield		6.00	\$1,800.00	\$10,800.00			
						32.00		\$57,600.00			
					Totals	61.75		\$1,292,100.00			

YANKTON COUNTY

ROAD IMPROVEMENTS 2031



Legend

- Overlay
- Chip Seal
- Dark Seal
- Road
- City Limits
- County Limits
- City Limits
- County Limits
- City Limits
- County Limits



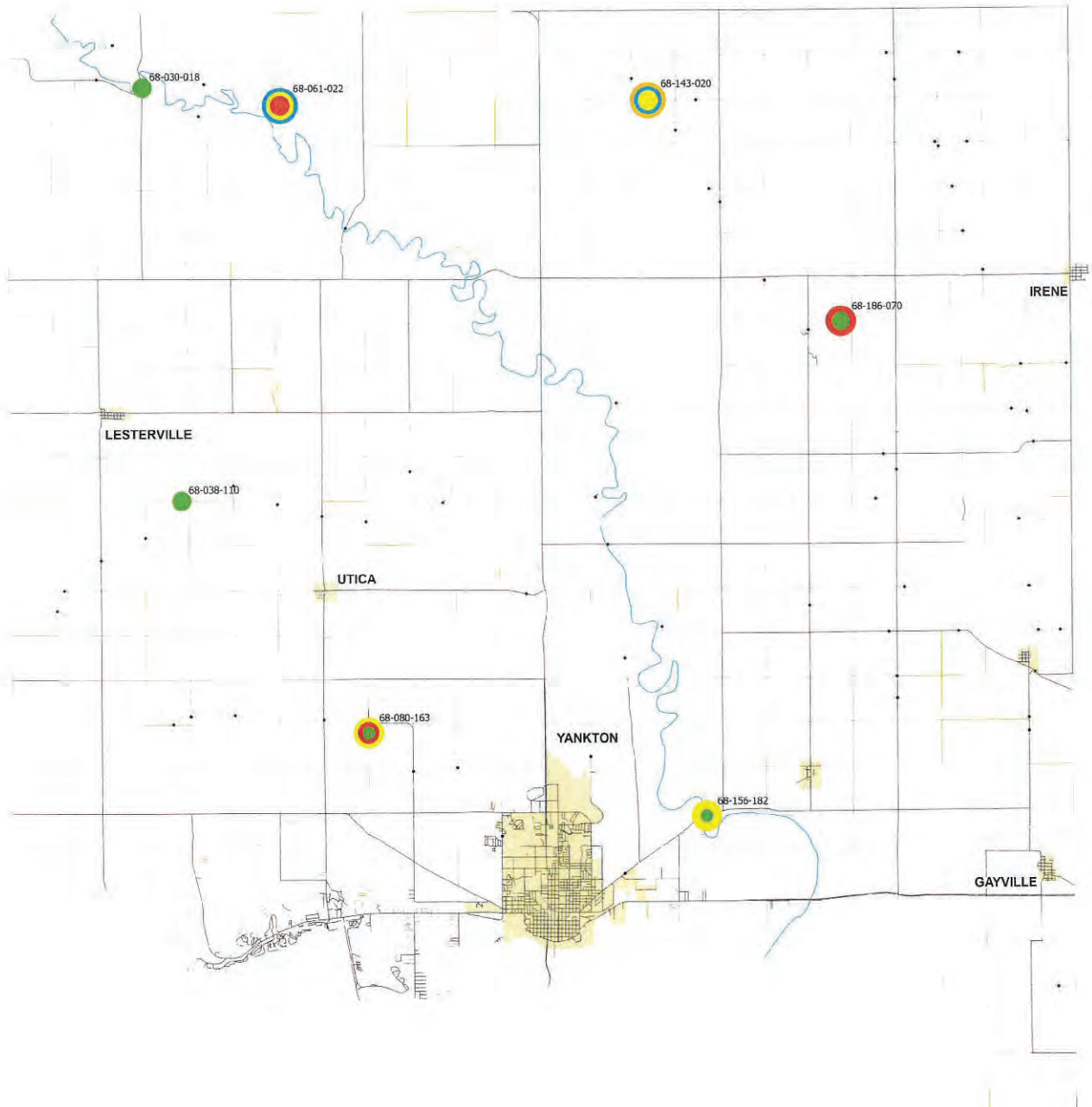


YANKTON COUNTY PROJECT PLAN 2031

Work Type	Hwy Road #	Project #	Road Information	Location (Township)	Funding (County unless otherwise)	Miles	Estimated Cost per mile	Estimated Total Cost			
FDR/ Overlay Asphalt											
	VOF446	2031AO	446th Ave - From 309th St to 308th St	Volin		1.00	\$126,000.00	\$126,000.00			
	CVF451	2031AO	451st Ave - From 311th St to 309th St	Gayville		2.50	\$126,000.00	\$315,000.00			
						3.50		\$441,000.00			
Chip Seal											
	MAF291	2031CS	291st St - From 440th Ave to 446th Ave	Mayfield		6.00	\$31,000.00	\$186,000.00			
	LVF430, ZKF430	2031CS	430th Ave - From 310th St to 297th St	Lesterville, Ziskov North		12.00	\$31,000.00	\$372,000.00			
	LVC433	2031CS	433rd Ave - From 300th St to 297th St	Lesterville		3.00	\$31,000.00	\$93,000.00			
	CEC437	2031CS	437th Ave - From 300th St to 297th St	Central		3.00	\$31,000.00	\$93,000.00			
	LVF300, CEF300	2031CS	300th St - From 428th Ave to 440th Ave	Lesterville, Central		12.00	\$31,000.00	\$372,000.00			
						36.00		\$1,116,000.00			
Crack Seal											
	TVF448, MDF448, VOF448, GVF448	2031CRS	448th Ave - From 311th St to 291st St	Turkey Valley, Marindahl, Volin, Gayville		20.00	\$1,800.00	\$36,000.00			
	VOF451	2031CRS	451st Ave - 309th St to 306th St	Volin		3.00	\$1,800.00	\$5,400.00			
						23.00		\$41,400.00			
					Totals	62.50		\$1,598,400.00			

YANKTON COUNTY

5-Year Plan Bridge Improvements



Legend

- BRIDGES
- JAMES RIVER
- ROADS
- SURFACE TYPE
 - Hard Surface
 - Gravel
 - Low Maintenance
 - OTHER
- CITY LIMITS

- 2027
- 2028
- 2029
- 2030
- 2031

- 68-038-110 - 2027
- 68-030-018 - 2027
- 68-061-022 - 2028 / 2029 / 2030
- 68-080-163 - 2027 / 2028 / 2029
- 68-156-182 - 2027 / 2029
- 68-186-070 - 2027 / 2028
- 68-143-020 - 2029 / 2030 / 2031

2027 BRIDGE PROJECTS

Project Location	Project Description	Local Funds	Federal Funds	State Funds	Anticipated Grant	Total Project Cost
68-030-018	Bridge Reconstruction					\$0
68-038-110 (2.0 S and 1.8E of Lesterville, SD)	Bridge Reconstruction	\$155,000				\$155,000
68-156-182 (Fleegs Bridge)	Bridge Design/Apply for replacement		\$346,327			\$346,327
68-186-070 (5.4 W and 1.0 S of Irene, SD)	BIG PE Grant - Hydraulics and Permit	\$16,974		\$67,897	\$84,871	\$84,871
68-080-163 (3.3 S and 1.0 E of Utica, SD)	Apply BIG PE Grant - Survey	\$4,000		\$16,000	\$20,000	\$20,000
Totals		\$175,974	\$346,327	\$83,897	\$104,871	\$606,198

2028 BRIDGE PROJECTS

Project Location	Project Description	Local Funds	Federal Funds	State Funds	Anticipated Grant	Total Project Cost
68-186-070 (5.4 W and 1.0 S of Irene, SD)	Bridge Replacement	\$250,000				\$250,000
68-080-163 (3.3 S and 1.0 E of Utica, SD)	BIG PE Grant - Hydraulics and Permit	\$12,000		\$48,000	\$60,000	\$60,000
68-061-022 (10.8 N and 0.8 W of Utica, SD)	Apply BIG PE Grant - Survey	\$4,000		\$16,000	\$20,000	\$20,000
Totals		\$266,000	\$0	\$64,000	\$80,000	\$330,000

2029 BRIDGE PROJECTS

Project Location	Project Description	Local Funds	Federal Funds	State Funds	Anticipated Grant	Total Project Cost
68-080-163 (3.3 S and 1.0 E of Utica, SD)	Bridge Replacement	\$280,000				\$280,000
68-061-022 (10.8 N and 0.8 W of Utica, SD)	BIG PE Grant - Hydraulics and Permit	\$12,000		\$48,000	\$60,000	\$60,000
68-143-020 (4.0 N and 9.7 W of Irene, SD)	Apply BIG PE Grant - Survey	\$4,000		\$16,000	\$20,000	\$20,000
68-156-182 (Fleegs Bridge)	Bridge Replacement	\$2,707,500	\$12,292,500		\$15,000,000	\$15,000,000
Totals		\$3,003,500	\$12,292,500	\$64,000	\$15,080,000	\$15,360,000

2030 BRIDGE PROJECTS

Project Location	Project Description	Local Funds	Federal Funds	State Funds	Anticipated Grant	Total Project Cost
68-061-022 (10.8 N and 0.8 W of Utica, SD)	Bridge Replacement	\$300,000				\$300,000
68-143-020 (4.0 N and 9.7 W of Irene, SD)	BIG PE Grant - Hydraulics and Permit	\$12,000		\$48,000	\$60,000	\$60,000
Totals		\$312,000	\$0	\$48,000	\$60,000	\$360,000

2031 BRIDGE PROJECTS

Project Location	Project Description	Local Funds	Federal Funds	State Funds	Anticipated Grant	Total Project Cost
68-143-020 (4.0 N and 9.7 W of Irene, SD)	Bridge Replacement	\$325,000				\$325,000
Totals		\$325,000	\$0	\$0	\$0	\$325,000

BROOKINGS COUNTY PURCHASE AGREEMENT

This agreement made and entered into in duplicate at Brookings, South Dakota, on the date hereinafter mentioned, by and between Brookings County, South Dakota, a Public Corporation, Party of the First Part, and Subsurface Inc. Of Moorhead, Minnesota, Party of the Second Part, Witnesses:

WHEREAS, bid(s) having been submitted by the Party of the Second Part for merchandise hereinafter described and said bid(s) having been accepted by the Party of the First Part, the following agreement has been authorized to be entered into by the Board of County Commissioners, Brookings County, South Dakota, as of the 3rd Day of February 2026,

For and in consideration hereinafter set out both aforesaid Parties bind themselves as follows:

That the Party of the Second Part agrees to sell to the Party of the First Part from February 2026 to February 2027, on an as needed basis with no guarantee of any minimum amount to be purchased, the following described merchandise at the following specifications and price per unit:

Fold and Form PVC/UV CIPP

That said merchandise in the amounts ordered by the Party of the First Part shall be available to be loaded in vehicles of the Party of the First Part within seven (7) days from the date of the order by the Party of the First Part.

It is mutually agreed that in the event the Party of the Second Part fails to make available the merchandise ordered by the Party of the First Part within the time specified herein, and such failure is not caused by the action of the Party of the First Part or a common catastrophe or disaster, or their merchandise fails to meet specifications herein set out, the Party of the First Part may terminate said agreement upon thirty (30) days written notice thereof and said agreement will be considered void and of no effect as to the Parties herein. In the alternative, the Party of the First Part may seek damages or any other relief authorized under the Uniform Commercial Code or otherwise.

Payments to the Party of the Second Part for merchandise herein described that is ordered and received by the Party of the First Part will be paid for on submission of vouchers by the Party of the Second Part to the Party of the First Part as required by statute governing public corporations.

Dated at Brookings, South Dakota, this 3rd Day of February 2026.

PARTY OF THE FIRST PART
BROOKINGS COUNTY, SOUTH DAKOTA, A Public Corporation

ATTEST:

Lon Schultz

Brookings County Finance Officer

By: SE

Shawn Hostler, Chairperson
Brookings County Board of Commissioners

PARTY OF THE SECOND PART

WITNESSES:

Dennis Grews

Daniel Saurand

Gary Strom, CEO
PARTY OF THE SECOND PART

GARY STROM

Motion by Post, seconded by VanderWal to award the bid for asphalt patching on all items listed from Bowes Construction, Brookings, SD.

Roll call vote: Miller "aye," Jensen "aye," VanderWal "aye," Post "aye," Hostler "aye."
Motion carried.

Contractor	Bid
Duininck	\$135.00
Bowes Construction	\$124.00

Motion by VanderWal, seconded by Post to award the bid for road oil - CRS2-P emulsion and CSS1H-3:1 emulsion, MC-70 asphalt, on all items listed from Jebro Inc., Sioux City, IA.

Roll call vote: Jensen "aye," VanderWal "aye," Miller "aye," Post "aye," Hostler "aye."
Motion carried.

Contractor	Bid
Flint Hills CRS2-P Emulsion	\$671.00
Jebro CRS2-P Emulsion	\$663.89

Contractor	Bid
Flint Hills CSS1H 3:1 Emulsion	\$521.00
Jebro CSS1H 3:1 Emulsion	\$483.89

Contractor	Bid
Jebro MC-70	\$1,103.89

Motion by Jensen, seconded by Post to award the bid for Fold and Form PVC/UV CIPP on all items listed from Subsurface, Inc., Moorhead, MN.

Roll call vote: VanderWal "aye," Post "aye," Miller "aye," Jensen "aye," Hostler "aye."
Motion carried.

Contractor	Bid
Subsurface, Inc 18"	\$90.00 \$190
Subsurface, Inc 24"	\$225.00
Subsurface, Inc 30"	\$285.00
Subsurface, Inc 36"	\$400.00
Subsurface, Inc 42"	\$485.00
Subsurface, Inc 48"	\$545.00

Motion by Post, seconded by Miller to award the bid for Aggregate Base Stabilizer on all items listed from Team Laboratory Chemical Corp., Detroit Lakes, MN.

Roll call vote: Post "aye," Miller "aye," Jensen "aye," VanderWal "aye," Hostler "aye."
Motion carried.

Contractor	Bid
Team Laboratory Chem. Corp. 55 gal. drum	\$30.00
Team Laboratory Chem. Corp. 275 gal. 1-7	\$29.00

Affidavit of Publication

STATE OF SOUTH DAKOTA,

SS.

County of Brookings

Kenneth Reiste, being first duly sworn, on oath says that he is the publisher of the Tri-City Star, a weekly newspaper published in White, said County of Brookings and has full and personal knowledge of all the facts herein stated; that said newspaper is a legal newspaper and has a bona-fide circulation of at least two hundred copies weekly, and has been published within said county for fifty-one successive weeks next prior to the publication of the notice herein mentioned, and was and is printed wholly or in part in an office maintained at said place of publication; that the _____

Brookings Co
Advertiser

_____, a printed copy of which, taken from the paper in which the same was published, is attached to this sheet, and is made a part of this affidavit, was published in said newspaper at least once in each week for TWO successive weeks, on the day of each week on which said newspaper was regularly published to wit:

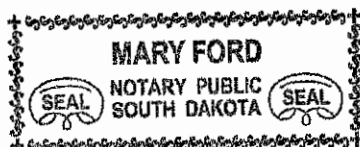
1-15, 2026; _____, 20_____
1-22, 2026; _____, 20_____
_____, 20_____; _____, 20_____
_____, 20_____; _____, 20_____
_____, 20_____; _____, 20_____

that the full amount of the fees for the publication of the annexed notice is \$ 41.11

Subscribed and sworn to before me this Jan 15, 2026
day of January
Mary Ford

Notary Public

County of Brookings, South Dakota



My Commission Expires
10/01/2027

LEGAL 2772 2X-TCS-1-15-2026/
1-22-2026

CALL FOR BIDS

Notice is hereby given that sealed bids for materials or services will be received by the Board of County Commissioners of Brookings County, South Dakota, 520 3rd St, Suite 210, room 221 until 2:30 P.M. on Tuesday the 27th Day of January 2026, for the purchase of the following:

Mailed bids shall be addressed to the Finance Office located at 520 3rd Street, Suite 100, Brookings, South Dakota 57006.

Hand delivered bids shall be delivered to the County Commission Office located at 520 3rd Street, Suite 210, Brookings, South Dakota 57006.

1. #4 Crushed gravel
2. #250 Crushed Quartzite Rip Rap "Class A"
3. #150 Erosion Stone Crushed Quartzite
4. 1"x #4 crushed quartzite "Class A"
5. Crushed quartzite ballast #4
6. HR Class Asphalt
7. Aggregate for Asphalt Surface Treatment, SDDOT Type 1 A&B and Type 3
8. Asphalt Patching
9. Road Oil
10. Equipment rental/labor
11. PVC Lining
12. Aggregate Base Stabilizer

Such bids will be publicly opened and read aloud at the Brookings City & County Government Center 520 3rd St, Suite 210, Room 221, Brookings, South Dakota, at the time specified on the Call for Bids.

By virtue of statutory authority preference will be given to materials and supplies found or produced within the State of South Dakota.

The County Commissioners reserve the right to accept or reject any or all bids, or to accept any bids which it deems to be in the best interest of the county.

The successful bidder will be required to sign a contract with Brookings County for annual supplies.

Specifications are available at the office of the Highway Superintendent and on Brookings County web site at www.brookingscountysd.gov.

BY: Lori Schultz, County Finance Officer

Published twice at an approximate cost of \$41.11 and may be viewed free of charge at www.sdpublicnotices.com.

YANKTON COUNTY - MF5711 - MJ005190 - 3 YEAR 500 HR/YR LEASE
 RATE GOOD THROUGH THE END OF THE MONTH
 TAX NOT INCLUDED IN PAYMENTS

Compound Period..... : Annual

Nominal Annual Rate : 6.990 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Starting Amount	09/01/2026	75,000.00	1		
2 Doc Fee	09/01/2026	250.00	1		
3 Payment	09/01/2026	15,445.23	3	Annual	09/01/2028
4 Payment	09/01/2029	39,038.08	1		

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Starting Amount	Doc Fee	Payment	Interest	Principal	Balance
Starting Amount	09/01/2026	75,000.00					75,000.00
Doc Fee	09/01/2026		250.00		0.00	0.00	75,250.00
1	09/01/2026			15,445.23	0.00	15,445.23	59,804.77
2026 Totals		75,000.00	250.00	15,445.23	0.00	15,445.23	
2	09/01/2027			15,445.23	4,180.35	11,264.88	48,539.89
2027 Totals		0.00	0.00	15,445.23	4,180.35	11,264.88	
3	09/01/2028			15,445.23	3,392.94	12,052.29	36,487.60
2028 Totals		0.00	0.00	15,445.23	3,392.94	12,052.29	
4	09/01/2029			39,038.08	2,550.48	36,487.60	0.00
2029 Totals		0.00	0.00	39,038.08	2,550.48	36,487.60	
Grand Totals		75,000.00	250.00	85,373.77	10,123.77	75,250.00	

YANKTON COUNTY - MF5711 - MJ005190 - 4 YEAR 500 HR/YR LEASE
 RATE GOOD THROUGH THE END OF THE MONTH
 TAX NOT INCLUDED IN PAYMENTS

Compound Period : Annual

Nominal Annual Rate : 6.990 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Starting Amount	09/01/2026	75,000.00	1		
2 Doc Fee	09/01/2026	250.00	1		
3 Payment	09/01/2026	13,054.24	4	Annual	09/01/2029
4 Payment	09/01/2030	36,598.20	1		

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Starting Amount	Doc Fee	Payment	Interest	Principal	Balance
Starting Amount	09/01/2026	75,000.00					75,000.00
Doc Fee	09/01/2026		250.00		0.00	0.00	75,250.00
1	09/01/2026			13,054.24	0.00	13,054.24	62,195.76
2026 Totals		75,000.00	250.00	13,054.24	0.00	13,054.24	
2	09/01/2027			13,054.24	4,347.48	8,706.76	53,489.00
2027 Totals		0.00	0.00	13,054.24	4,347.48	8,706.76	
3	09/01/2028			13,054.24	3,738.88	9,315.36	44,173.64
2028 Totals		0.00	0.00	13,054.24	3,738.88	9,315.36	
4	09/01/2029			13,054.24	3,087.74	9,966.50	34,207.14
2029 Totals		0.00	0.00	13,054.24	3,087.74	9,966.50	
5	09/01/2030			36,598.20	2,391.06	34,207.14	0.00
2030 Totals		0.00	0.00	36,598.20	2,391.06	34,207.14	
Grand Totals		75,000.00	250.00	88,815.16	13,565.16	75,250.00	

YANKTON COUNTY - MF5711 - MJ005190 - 5 YEAR 500 HR/YR LEASE
 RATE GOOD THROUGH THE END OF THE MONTH
 TAX NOT INCLUDED IN PAYMENTS

Compound Period : Annual

Nominal Annual Rate : 6.990 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Starting Amount	09/01/2026	75,000.00	1		
2 Doc Fee	09/01/2026	250.00	1		
3 Payment	09/01/2026	11,397.97	5	Annual	09/01/2030
4 Payment	09/01/2031	35,378.26	1		

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Starting Amount	Doc Fee	Payment	Interest	Principal	Balance
Starting Amount	09/01/2026	75,000.00					75,000.00
Doc Fee	09/01/2026		250.00		0.00	0.00	75,250.00
1	09/01/2026			11,397.97	0.00	11,397.97	63,852.03
2026 Totals		75,000.00	250.00	11,397.97	0.00	11,397.97	
2	09/01/2027			11,397.97	4,463.26	6,934.71	56,917.32
2027 Totals		0.00	0.00	11,397.97	4,463.26	6,934.71	
3	09/01/2028			11,397.97	3,978.52	7,419.45	49,497.87
2028 Totals		0.00	0.00	11,397.97	3,978.52	7,419.45	
4	09/01/2029			11,397.97	3,459.90	7,938.07	41,559.80
2029 Totals		0.00	0.00	11,397.97	3,459.90	7,938.07	
5	09/01/2030			11,397.97	2,905.03	8,492.94	33,066.86
2030 Totals		0.00	0.00	11,397.97	2,905.03	8,492.94	
6	09/01/2031			35,378.26	2,311.40	33,066.86	0.00
2031 Totals		0.00	0.00	35,378.26	2,311.40	33,066.86	
Grand Totals		75,000.00	250.00	92,368.11	17,118.11	75,250.00	



SALES AGREEMENT

DATE Aug 20, 2026

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone: 701-280-3100

PURCHASER		YANKTON COUNTY HWY DEPT			
STREET ADDRESS		3302 W CITY LIMITS RD		<SAME>	
S O L D	CITY/STATE	YANKTON, SD	COUNTY	YANKTON	S H I P
	POSTAL CODE	57078-5963	PHONE NO.	605-260-4473	P
T O	EQUIPMENT		Mike S-PHONE NO.		T
	PRODUCT SUPPORT		Mike S-PHONE NO.		O
INDUSTRY CODE:		GOVT. - COUNTY (940)		PRINCIPAL WORK CODE	
CUSTOMER NUMBER		C99226		Sales Tax Exemption # (if applicable) 466000569	
CUSTOMER PO NUMBER					
(All terms and payments are subject to Finance Company - OAC approval)					
T E R M S	PAYMENT TERMS:				
	NET PAYMENT ON INVOICE ☐		CASH ☐	FINANCIAL SERVICES ☐	CONTRACT ☐ LEASE ☐
	CASH WITH ORDER		BALANCE TO FINANCE	CONTRACT INTEREST RATE	0
	PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: MASSEY-FERGUSON		MODEL: MF5711		YEAR: 2022	
STOCK NUMBER: MJ005190		SERIAL NUMBER: MD530LNB056051		APPROX HOURS: 654	
				NEW ☐ USED ☒	
MF5711		WGT PKG-2X50KG WTS (STACKABLE)			
2022 MF5711D TRACTOR		FL3819 ACP 4FF 3/8"CP,SD			
MF5711 PFA D4 CAB DELUXE		MFFL3819, MSL W/SOFT DRIVE			
VISIOROOF		REAR PTO - 1000, 1-3/8"			
WITH LOADER SUBFRAME & HYD KIT		540 PTO SHAFT STUB			
F380/85R24 (14.9R24) R1 @90%		3-POINT/CAT II HITCH			
R460/85R34 (18.4R34) R1 @75%		3 REAR HYDRAULICS			
83" EURO BUCKET - GENERAL		FORKS			
CUP HOLDER - FOR CABERAL		BLOCK HEATER			
PW #10 P		DIFFERENTIAL LOCK			
PROPOSITION 65 DECAL		FORKS AND CARRIAGE - YJ005190A			
WGT ADAPTER PKG-2X50KG ADP WTS		PTO - YJ005190B			
TRADE-IN EQUIPMENT		SELL PRICE		\$73,150.00	
MODEL: _____ YEAR: _____ SN: _____ Expected SMU: _____		NET TRADE DIFFERENCE		\$73,150.00	
VALUE: _____ PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		BALANCE DUE		\$73,150.00	
MODEL: _____ YEAR: _____ SN: _____ Expected SMU: _____					
VALUE: _____ PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____					
DISCLAIMER OF WARRANTIES					
PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT; (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN.					
UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT.					
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE					
☐ MANUFACTURER'S WARRANTY		INITIAL		☒ USED EQUIPMENT	
				INITIAL	
Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty.		When the equipment covered by this Sales Agreement is used equipment, PURCHASER AFFIRMS AND ACKNOWLEDGES THAT IT HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below.			
		Warranty applicable: See terms and conditions of Seller's Used Protection Plan executed by Purchaser and Seller.			
CSA:					
NOTES:					

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND

PURCHASER

BY _____ DATE _____
Authorized Signature

TITLE _____

SALESMAN Small, Ethan
BUTLER MACHINERY COMPANY / NCRL LLC

APPROVED AND ACCEPTED ON _____
YANKTON COUNTY HWY DEPT

BY _____
SIGNATURE

TITLE _____
BUYER

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