



## COMMISSIONER MEETING AGENDA REQUEST

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

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

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

Date Request Submitted March 16, 2021

Request is for Commission Meeting Dated April 5, 2021

Name: Matt Archer, Deputy Director of Equalization Yankton County

Address: 321 West 3<sup>rd</sup> St Suite 203, Yankton SD 57078

Phone: 605-260-4483

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

Topic to be Addressed and Length of Presentation: Abatement of 2020 taxes payable 2021

To correct clerical error. Less than 5 minutes

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

Clerical error was made entering exemptions, no reduction was made to parcel.

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Person(s) Making Presentation to the Board: Matt Archer

Audio/Visual Equipment Needed: podium and microphone

For Office Use:

Approved  Denied  Reason(s):

Signature:

Date:

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

[Signature]  
P. O. Address Director of Equalization

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of office)

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
Parcel #10.036.300.366 Legally described as: L+6 Tr 3 SW4 36-94-56	2020	NAC 54,000			\$876.56	
Parcel #10.036.300.464 Legally described as: L+A of L4 of Tract 3 SW4 36-94-56	2020	NAC 9,700			\$157.46	

Approved - Disapproved by City or Township

Board \_\_\_\_\_

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

Chairman City or Twp. Board.

Approved by authority of Subdivision \_\_\_\_\_  
of SDC 57.0801.

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

Chairman County Board.

Rejected: \_\_\_\_\_

Reasons: \_\_\_\_\_

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

Chairman County Board.

Applicant advised of action by notice dated \_\_\_\_\_, 20\_\_\_\_.

County Auditor.

No. \_\_\_\_\_

APPLICATION FOR

ABATEMENT OR REFUND

of

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

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

OFFICE OF COUNTY AUDITOR

County \_\_\_\_\_

Received and filed in my office on \_\_\_\_\_, 20\_\_\_\_.

County Auditor.

By \_\_\_\_\_

Deputy.



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P. O. Address Director of Equalization

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\_\_\_\_\_  
(Name of office)

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
Parcel # 10.036.110.040	2020	NACC 74,900			\$1,215.82	
legally described as: Tract 4 of L+A						
Exc N1120, 1' Thereof & Exc Tracts 1-3						
of L+A SE4 36-94-66						
Parcel # 10.036.300.303	2020	NACC 49,000			\$795.38	
legally described as: L+A Tract 3						
SW4 36-94-66						

Approved - Disapproved by City or Township

Board \_\_\_\_\_

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

Chairman City or Twp. Board. \_\_\_\_\_

Approved by authority of Subdivision \_\_\_\_\_ of SDC 57.0801.

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

Chairman County Board. \_\_\_\_\_

Rejected: \_\_\_\_\_

Reasons: \_\_\_\_\_

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Chairman County Board. \_\_\_\_\_

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

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of

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County \_\_\_\_\_


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

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

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P. O. Address Director of Equalization

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\_\_\_\_\_  
(Name of office)

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
Parcel # 10.036.300.4165	2020	NAC 14,900			\$241.88	
legally described as: L & A of						
L & S of Tract 3 SW 4 36-94-56						

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

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APPLICATION FOR ABATEMENT OR REFUND of \_\_\_\_\_  
Mr. \_\_\_\_\_  
P. O. \_\_\_\_\_  
\_\_\_\_\_  
OFFICE OF COUNTY AUDITOR \_\_\_\_\_ County  
Received and filed in my office on \_\_\_\_\_, 20\_\_\_\_\_.  
County Auditor. \_\_\_\_\_  
By \_\_\_\_\_ Deputy. \_\_\_\_\_



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*[Signature]*

P. O. Address Director of Equalization

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\_\_\_\_\_  
(Name of office)

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
Parcel # 10.036-110.101	2020	Total Value 100,000			\$1,623.24	
legally described as:						
Tract 1 of L+C. exc						
L+A SW4 36-94-56						

Approved - Disapproved by City or Township

Board \_\_\_\_\_

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

Chairman City or Twp. Board.

Approved by authority of Subdivision \_\_\_\_\_

of SDC 57.0801.

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

Chairman County Board.

Rejected: \_\_\_\_\_

Reasons: \_\_\_\_\_

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

Chairman County Board.

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County Auditor.

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

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

OFFICE OF COUNTY AUDITOR

\_\_\_\_\_ County

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

County Auditor.

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

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Matthew J. Dean

P. O. Address Director of Equalization

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\_\_\_\_\_  
(Name of office)

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
Parcel #10.036.110.100	2020	NACC 38,200			\$620.08	
Legally described as:						
L+ A in TR 1 of L+C SW 1/4						
36-94-56						

Approved - Disapproved by City or Township

Board \_\_\_\_\_

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

Chairman City or Twp. Board.

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

Chairman County Board.

Rejected:

Reasons: \_\_\_\_\_

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

County Auditor.

No. \_\_\_\_\_

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ABATEMENT OR REFUND

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

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

OFFICE OF COUNTY AUDITOR

County

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

County Auditor.

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



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*M. J. ...*

P. O. Address Director of Equalization

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\_\_\_\_\_  
(Name of office)

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DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
Parcel #: 03.001.150.030	2020	NACCL \$4,000			\$61.78	
Legally described: Tract 3						
Riley Addn 1-95-54						

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

Chairman County Board. \_\_\_\_\_

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Reasons: \_\_\_\_\_

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

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

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

OFFICE OF COUNTY AUDITOR \_\_\_\_\_ County

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

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

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Matthew Allen  
P. O. Address Director of Equalization

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\_\_\_\_\_  
(Name of office)

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DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
78.930.008.060	2020	NADO 20,400				
LTA of LTS 3 + 4, LTD of LT 3 +		NADO 90,600			\$1,693. <sup>83</sup>	
Parcel 1 LTB LT 3 Whiting SD						

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County Auditor. \_\_\_\_\_  
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\_\_\_\_\_  
(Name of office)

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
Parcel #05.004.200.225 legally described: Strip of land 100' wide being 50' on each side of ...	2020	NAC \$37,200			(Portion) \$428.00	
Parcel #05.009.100.100 Legally described: NE4 NE4 Etc W675' E725' S165' N760' 9-93-65	2020	NAC \$115,200			(Portion) \$1,014.44	

Approved - Disapproved by City or Township  
Board \_\_\_\_\_  
Dated \_\_\_\_\_, 20\_\_\_\_\_  
Chairman City or Twp. Board.  
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of SDC 57.0801.  
Dated \_\_\_\_\_, 20\_\_\_\_\_  
Chairman County Board.  
Rejected: \_\_\_\_\_  
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ABATEMENT OR REFUND  
of  
Mr. \_\_\_\_\_  
P. O. \_\_\_\_\_  
OFFICE OF COUNTY AUDITOR  
County \_\_\_\_\_  
Received and filed in my office on \_\_\_\_\_, 20\_\_\_\_\_.  
County Auditor.  
By \_\_\_\_\_ Deputy.



April 1, 2021

Mike Sedlacek  
Highway Superintendent  
Yankton County Highway Department  
3302 W. City Limits Road  
Yankton, SD 57078

RE: Proposal for Engineering Services  
Str. No. 68-030-018 Bid-Ready Design  
Yankton County, South Dakota

Mr. Sedlacek,

Thank you for the opportunity to submit a Proposal for engineering services for the bid-ready design of Str. No. 68-030-018 (Stone Church Bridge) in Yankton County, SD. This proposal will take the design of the proposed 496' Four-Span Steel Girder Bridge to the preliminary plans stage as necessary to apply for a Bid-Ready Replacement Grant on January 2, 2022.

We understand the scope of work is as follows:

**DESIGN PHASE SERVICES**

1. Design of civil services including:
  - a. Design in accordance with SDDOT standards and AASHTO Load and Resistance Factor Design (LRFD).
  - b. Independent design check in accordance with SDDOT standards and AASHTO LRFD.
  - c. Load Rating in accordance with SDDOT standards and AASHTO Manual for Bridge Evaluation (MBE).
2. Prepare preliminary plans for the proposed structure.
3. Prepare BIG Construction Management Plan.
4. Assist the County with obtaining a 404 permit with the United States Army Corps of Engineers.
5. Prepare front end and applicable civil specifications.
6. Prepare contract documents that are suitable for pricing and construction purposes.
7. Prepare an opinion of probable construction cost for civil systems. Note that IMEG has no control over 1) the cost of labor, material, or equipment; 2) the means, methods and procedures of the Contractor's work; or 3) the competitive bidding market at the time the project goes out to bid.



IMEG's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.

### **ASSUMPTIONS**

1. The bridge to be designed is a 496' Four Span Steel Girder Bridge as stated in the TS&L letter dated December 18, 2020. Any alteration to the TS&L letter may require additional design fee.

### **COMPENSATION**

We propose to provide the services described above for a fixed fee of \$130,000.00.

### **PROJECT EXPENSES**

The following direct expenses are included in the above fee:

1. Travel expenses (per diem for meals and incidentals, mileage, lodging, airfare, tolls, parking fees, taxi, train, and other out of pocket expenses).

### **ADDITIONAL SERVICES**

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Assistance with grants and other related funding applications.
2. Bidding phase services.
3. Construction phase services.
4. Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.



**GENERAL**

The attached Terms and Conditions dated April 10, 2020 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.



Adam R. Polley, PE  
Senior Civil Engineer  
[Adam.R.Polley@IMEGCorp.com](mailto:Adam.R.Polley@IMEGCorp.com)



Kevin R. Goff, PE, MBA  
Principal / Client Executive

ARP/cfy

\\files\Corporate\Teams\CSXCC08\Proposals\County\Yankton County\Bridges\68-030-018 - Stone Church\Bid-Ready Design\20210401\_Pro\_Str. No. 68-030-018 Bid-Ready Design.docx

**YANKTON COUNTY HIGHWAY DEPARTMENT**

Accepted:

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Signature

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Title

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Date





## TERMS AND CONDITIONS

**Standard of Care:** Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

**Client Responsibilities:** IMEG shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to IMEG in furtherance of its services, the Client is responsible for advising IMEG personnel of such updates or changes in writing.

**Additional Services:** When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

**Compensation:** Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

**Performance:** Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing Engineer's processes and standards.

**Billing/Payment:** The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

**Indemnification:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employee and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

**Insurance:** IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

**Certifications, Guarantees and Warranties:** The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**Dispute Resolution:** Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

**Construction Means and Methods:** The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or Engineer's directors, employees, agents, or consultants.

**Construction Observation:** When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

**Project Signs:** Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.



**Adjustments, Changes or Additions:** It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**Ownership:** All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service owned by IMEG. IMEG shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written permission of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of IMEG's instruments of service.

**Electronic Files:** The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

**Employment:** For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by Engineer, Client or their agents for the period of performance of this contract.

**Termination:** The Client or Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

**Survivability:** In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

**Limitation of Liability:** It is agreed that the Maximum Aggregate Liability of Engineer arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to Engineer for all work performed under this Agreement or \$25,000. This limitation of liability has been agreed upon after Client and Engineer discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of IMEG's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

**Risk Allocation:** IMEG's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon IMEG, other than for professional errors, omissions or negligence, will be limited to IMEG's general liability insurance coverage of \$1,000,000.

**Hazardous Environmental Conditions:** Unless expressly stated in writing, IMEG does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform IMEG of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, IMEG will notify the Client and, as appropriate, government officials of such conditions. IMEG may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. IMEG shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. IMEG shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

**Buried Utilities:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against IMEG and to defend, indemnify and hold IMEG harmless for any claim or liability for injury or loss arising from IMEG or other persons encountering utilities or other manmade objects that were not brought to IMEG's attention or which were not properly located on the plans furnished to IMEG. Client further agrees to compensate IMEG for any and all time, costs and expenses incurred by IMEG in defense of any such claim, in accordance with IMEG's then effective standard hourly fee schedule and expense reimbursement policy.

**Boundary Conflict:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. IMEG will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by IMEG for future resolution. If you choose resolution, IMEG will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

**Force Majeure:** Except as hereinafter provided, no delay or failure in performance by Client or IMEG shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, IMEG promptly shall notify Client. Once the Force Majeure event ceases, IMEG shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.



**Other Terms and Conditions:** The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by Engineer and Client.

**IMEG Equal Employment Opportunity / Rights Under Federal Labor Laws**

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.
5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)
  - a. IMEG agrees to report at least annually, as required by the Secretary of Labor, on:
    - 1) The total number of employees in the workforce of IMEG, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;
    - 2) The total number of new employees hired by IMEG during the period covered by the report, and of such employees, the number who are protected veterans; and
    - 3) The maximum number and minimum number of employees of IMEG at each hiring location during the period covered by the report.
    - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
  - b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
  - c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which IMEG held a covered contract or subcontract.
  - d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that IMEG selects for the current employment report required by paragraph (a)(1) of this clause. IMEG may select an ending date:
    - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
    - 2) As of December 31, if IMEG has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
  - e. The number of veterans reported according to paragraph (a) above must be based on data known to IMEG when completing their VETS-4212 Reports. IMEG's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by IMEG. Nothing in this paragraph (e) relieves IMEG from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20

**FEDERAL AID BRIDGE PROGRAM RESOLUTION  
FOR COUNTY AND URBAN PROJECTS**

WHEREAS, Yankton County desires the \_\_\_\_ replacement or X removal of the bridge hereinafter described:

STRUCTURE NUMBER AND LOCATION: 68-010-134  
6.0 miles west and 0.4 miles south of Utica SD on 429th Ave

LIST OF CURRENT LANDOWNERS ADJACENT TO THE PROJECT (NAMES & ADDRESSES): Daniel Kubal

42907 304 St.  
Lesterville, SD 57040

AND WHEREAS, Yankton County is obligated and hereby agrees to provide proper maintenance as required by the Federal Highway Act as amended and supplemented thereto for project after construction is completed and to regulate or cause to be regulated the installation of utility facilities within the limits of the right-of-way of the proposed project in accordance with State and Federal requirements.

AND WHEREAS, Yankton County is obligated and hereby agrees to reimburse the State for all costs not reimbursable with Federal Bridge Funds.

AND WHEREAS, the bridge is in need of replacement for the following reasons:

1. The condition rating is \_\_\_\_.
2. For Replacement project the bridge is not located on a County or Township designated No Maintenance or Minimum Maintenance Road.
3. For Removal project the bridge location will not be eligible for federal or state bridge funds in the event that a bridge is reconstructed. The owner agrees to submit a separate resolution to delete the structure from the National Bridge Inventory upon completion of the project.
4. The bridge is located on a Federal Aid Route \_\_\_\_, a school bus route \_\_\_\_, a mail route \_\_\_\_, a field to farm to market route X, a lake or recreation access route \_\_\_\_, or other (please specify) \_\_\_\_\_.
4. The load carrying capacity of the existing bridge can \_\_\_\_ or cannot X be improved to carry legal loads by rehabilitation of the existing bridge.

NOW THEREFORE BE IT RESOLVED:

That the South Dakota Department of Transportation be and hereby is authorized and requested to program for construction, in accordance with the "Local Roads Plan" and the State's "Standard Specifications for Roads and Bridges," the bridge project at the above described location. Items to be handled by State forces with Federal Participation will include hydraulic study review, foundations investigation (if necessary), plan reviews, and construction administration.

Estimated Cost of Project Including Engineering: \$ 120,000  
Federal Share (81.95%): \$ 98,340  
Local Share (18.05%): \$ 21,660

Vote of Commissioners/Council: Yes \_\_\_\_ No \_\_\_\_

Dated at \_\_\_\_\_, SD, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
ATTEST:

\_\_\_\_\_  
County Auditor/City Finance Officer

\_\_\_\_\_  
Chairman/Mayor





## 2021 APPLICATION FOR LOCAL FEDERAL BRIDGE REPLACEMENT or REMOVAL FUNDS

South Dakota Department of Transportation  
SUBMIT APPLICATION TO: [Wade.Dahl@state.sd.us](mailto:Wade.Dahl@state.sd.us)

**Must be postmarked by April 9, 2021**

<b>Identification</b>	NBI Structure # <u>68-010-134</u>	Federal Aid Route Number: <u>N/A</u>
	Owner: <u>Yankton County</u>	Over: <u>Beaver Creek</u>
	Location: <u>6.0W &amp; 0.4S of Utica</u>	Road/Street/Avenue Name: <u>429th Avenue</u>
	LPA Calculated Modified BIG Score: <u>N/A</u> points for Condition + <u>N/A</u> points for User Impact = <u>N/A</u> points	
	Preliminary Engineering: <input type="checkbox"/> Completed by Local <span style="color: red;">OR</span> <input type="checkbox"/> Completed by BIG Grant PCN <u>      </u> <span style="color: red;">OR</span> <input type="checkbox"/> To be included with this program	
<b>Eligibility</b>	<input type="checkbox"/> <b>Replacement Projects:</b> (Provide explanation below if any of the following are False) <input type="checkbox"/> True <input type="checkbox"/> False – Bridge is on the National Bridge Inventory? <input type="checkbox"/> True <input type="checkbox"/> False – Bridge overall condition is rated as Poor? (Per list of eligible structures as provided by SDDOT) <input type="checkbox"/> True <input type="checkbox"/> False – Local Government currently has funds or ability to obtain funds to provide an 18.05% match on all eligible costs? <input type="checkbox"/> True <input type="checkbox"/> False – Local Government currently has funds or ability to obtain funds to cover all in-eligible costs? <input type="checkbox"/> True <input type="checkbox"/> False – Bridge site currently has access and no issues with initiating field survey work? <input type="checkbox"/> True <input type="checkbox"/> False – Bridge site has adequate right of way or there are no concerns with acquiring adequate right of way <input type="checkbox"/> True <input type="checkbox"/> False – Structure serves multiple residences, farms, ranches or a multi-lot development? <input type="checkbox"/> True <input type="checkbox"/> False – Structure is located on a Full Maintenance Road? <input type="checkbox"/> True <input type="checkbox"/> False – Roadway does not terminate into a field entrance, driveway, single residence, farm, or ranch? <input type="checkbox"/> True <input type="checkbox"/> False – Local Public Agency (LPA) is in full compliance with Federal and State NBIS requirements? <input type="checkbox"/> True <input type="checkbox"/> False – General maintenance been performed on the structure? <b>For PE completed by Local:</b> Include a Type, Size, & Location (TS&L) report with application	
	<input checked="" type="checkbox"/> <b>Removal Projects:</b> (Provide explanation below if any of the following are False) <input type="checkbox"/> True <input checked="" type="checkbox"/> False – Bridge is on the National Bridge Inventory (NBI)? <input checked="" type="checkbox"/> True <input type="checkbox"/> False – Bridge is currently closed to traffic? <input checked="" type="checkbox"/> True <input type="checkbox"/> False – Owner has no intent to replace bridge with an NBI size structure?	
<b>Work Description</b>	<u>Remove existing Thru Truss structure. Bridge was removed from the NBIS system in 2018.</u> <hr/> <hr/> <hr/> <hr/> <hr/>	
<b>LPA Authorization</b>	<u>Mike Sedlack</u> LPA Contact (print) Contact email and phone number: <u>mikes@co.yankton.sd.us</u> <span style="float: right;"><u>605-260-4473</u></span> Attach resolution from Commission/Council authorizing application for grant.	

APPLICATION FOR OCCUPANCY  
ON  
RIGHT-OF-WAY OF COUNTY HIGHWAYS

TO: The Board of County Commissioners of Yankton County, Yankton, South Dakota  
Application is made by Gary Becker occupancy of County Highway

Number: \_\_\_\_\_ in Section: 30 Township: T94N Range: R56W in  
Yankton County, South Dakota.

A sketch showing location is attached.

All hard-surfaced roads shall be bored from toe of in slope to toe of in slope.

Minimum depth of cable shall be five (5) feet, three (3) feet in ditch bottom.

Exceptions shall be obtained in writing from the Highway Superintendent or the  
Chairman of the Board of County Commissioners.

The following information is pertinent to the proposed installation:

1. Intended usage: Drain Tile
2. Cable size and type
3. Method of installation: Bore under 435th Ave for 12" pipe

AGREEMENTS:

The applicant agrees that the following stipulations shall govern under this permit.

1. The applicant will at any time subsequent to placing the cable, pipe line, or tile line, and at his own expense, relay, re-construct or encase any lines as may become necessary to conform to new grades, alignments or widening right-of-way resulting from maintenance or construction operations by the Board of County Commissioners irrespective of whether or not additional right-of-way is acquired in connection with such highway improvement. The applicant agrees to do this promptly on order of the Board of Commissioners and without cost to the County. If the applicant is unable to comply promptly, the Board of County Commissioners may cause the work to be done and the applicant will pay the cost thereof, upon receipt of statement.

2. The County and the Board of County Commissioners assume no responsibility for damages to the applicant's property occasioned by any construction or maintenance operations on said highways including new or additional right-of-way acquired in connection therewith, subsequent to the building of the said pipe line, conduit or tile line.

3. The applicant shall take all reasonable precautions during the construction of said cable, pipeline, or tile line to protect and safeguard the lives and property of the traveling public and adjacent property owners and shall save the County and the County Board of Commissioners harmless of any damage or losses that may be sustained by the traveling public or adjacent property owners on account of such construction operations.

4. Operations in the construction and maintenance of said cable, pipe line, or tile line shall be carried on in such a manner as not to interfere with, or interrupt traffic on said highway.

*ggcmb@80@zmail.com*



5. The applicant shall hold the County and Board of County Commissioners harmless from any damage that may result to said highway because of the construction or maintenance of said cable, pipeline, tile line, and shall reimburse the County of the County Board of Commissioners for any expenditures that the County or the County Board of Commissioners may have to make on said highway due to applicant's cable, pipe line, or tile line having been constructed thereon.

6. This permit is subject to any laws now in effect or any laws which may be hereafter enacted.

7. This application is subject to all the rules and regulations of the County Board of Commissioners and to relocation by the Board of Commissioners at any time, when in the judgment of the Board it is necessary in the improvement of maintenance of the highway or for other reasonable cause. And in such event the applicant hereby agrees to remove all applicants' property from said right-of-way without delay and without cost to the County.

Right of Way Fee: \$150.00

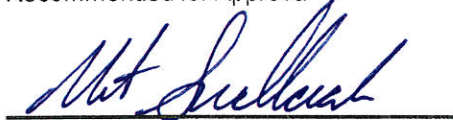
Paid: X

Check # 11387

Submitted:

By:

Recommended for Approval



Mike Sedlacek  
County Highway Superintendent

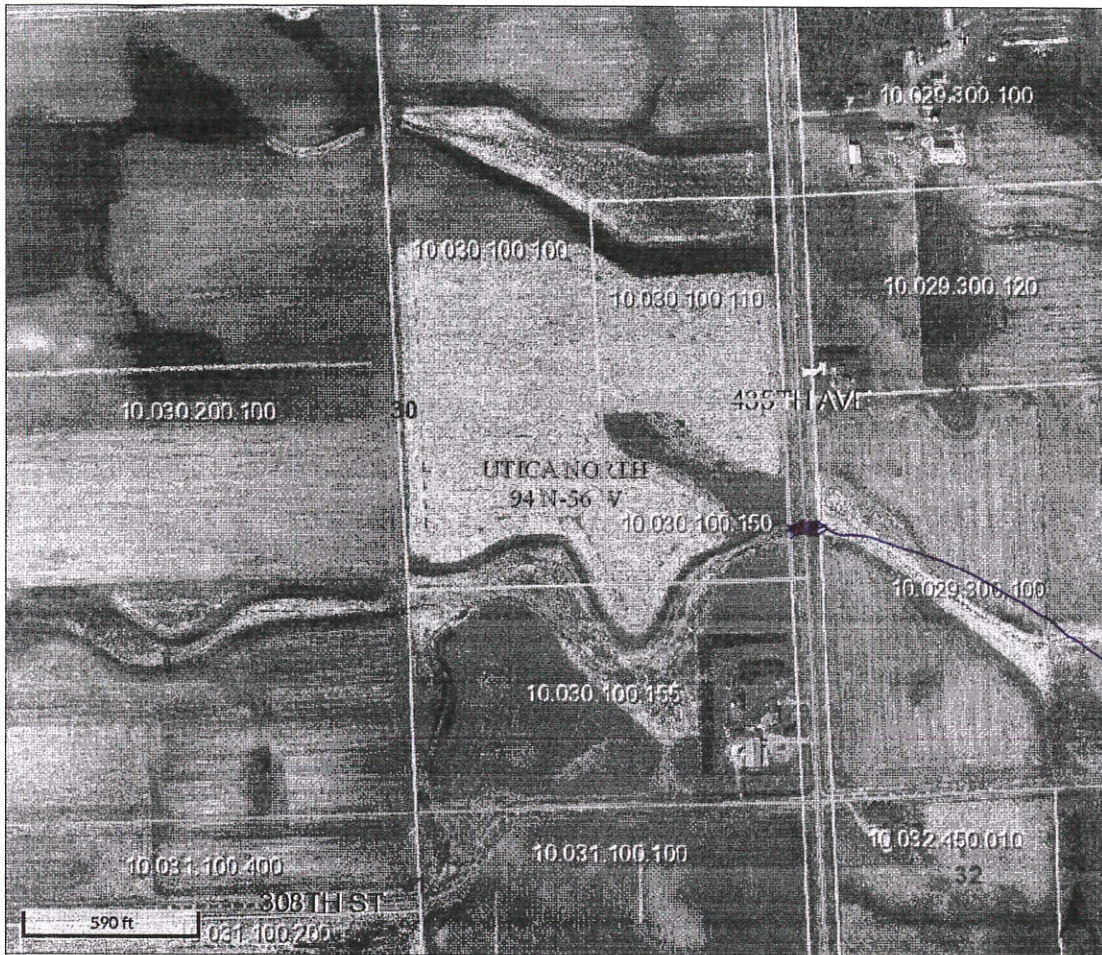


X Applicant Signature

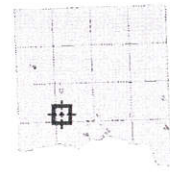
\_\_\_\_\_  
Chairman  
Board of County Commissioners  
Yankton, South Dakota

\_\_\_\_\_  
Zoning Signature

Cable Company Job Number: \_\_\_\_\_



#### Overview



#### Legend

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

Bore under  
435th Ave, 12" pipe

Parcel ID - 10.030.100.150  
Owner - CWACH, LUVERN IRREV TRUST (D)  
CWACH, LEONA IRREV TRUST (D)  
Acres - 8.85

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: 3/16/2021  
Last Data Uploaded: 3/16/2021 10:20:15 AM

Developed by  **Schneider**  
GEOSPATIAL



APPLICATION FOR OCCUPANCY  
ON  
RIGHT-OF-WAY OF COUNTY HIGHWAYS

TO: The Board of County Commissioners of Yankton County, Yankton, South Dakota  
Application is made by East River Electric Power Coop., Inc. occupancy of County Highway

Number: 211 and 207 in Section: See Drawings Township: \_\_\_\_\_ Range: \_\_\_\_\_ in  
Yankton County, South Dakota.

A sketch showing location is attached.

All hard-surfaced roads shall be bored from toe of in slope to toe of in slope.

Minimum depth of cable shall be five (5) feet, three (3) feet in ditch bottom.

Exceptions shall be obtained in writing from the Highway Superintendent or the  
Chairman of the Board of County Commissioners.

The following information is pertinent to the proposed installation:

- |                            |   |
|----------------------------|---|
| 1. Intended usage:         | <u>Communications between Cooperative facilities</u>                |
| 2. Cable size and type     | <u>1-1/4" innerduct with 48 strand fiber optic dielectric cable</u> |
| 3. Method of installation: | <u>Plow and Directional Bore</u>                                    |

AGREEMENTS:

The applicant agrees that the following stipulations shall govern under this permit.

1. The applicant will at any time subsequent to placing the cable, pipe line, or tile line, and at his own expense, relay, re-construct or encase any lines as may become necessary to conform to new grades, alignments or widening right-of-way resulting from maintenance or construction operations by the Board of County Commissioners irrespective of whether or not additional right-of-way is acquired in connection with such highway improvement. The applicant agrees to do this promptly on order of the Board of Commissioners and without cost to the County. If the applicant is unable to comply promptly, the Board of County Commissioners may cause the work to be done and the applicant will pay the cost thereof, upon receipt of statement.
2. The County and the Board of County Commissioners assume no responsibility for damages to the applicant's property occasioned by any construction of maintenance operations on said highways including new or additional right-of-way acquired in connection therewith, subsequent to the building of the said pipe line, conduit or tile line.
3. The applicant shall take all reasonable precautions during the construction of said cable, pipeline, or tile line to protect and safeguard the lives and property of the traveling public and adjacent property owners and shall save the County and the County Board of Commissioners harmless of any damage or losses that may be sustained by the traveling public or adjacent property owners on account of such construction operations.
4. Operations in the construction and maintenance of said cable, pipe line, or tile line shall be carried on in such a manner as not to interfere with, or interrupt traffic on said highway.

5. The applicant shall hold the County and Board of County Commissioners harmless from any damage that may result to said highway because of the construction or maintenance of said cable, pipeline, tile line, and shall reimburse the County of the County Board of Commissioners for any expenditures that the County or the County Board of Commissioners may have to make on said highway due to applicant's cable, pipe line, or tile line having been constructed thereon.

6. This permit is subject to any laws now in effect or any laws which may be hereafter enacted.

7. This application is subject to all the rules and regulations of the County Board of Commissioners and to relocation by the Board of Commissioners at any time, when in the judgment of the Board it is necessary in the improvement of maintenance of the highway or for other reasonable cause. And in such event the applicant hereby agrees to remove all applicants' property from said right-of-way without delay and without cost to the County.

Right of Way Fee: \$150.00      Paid: \_\_\_\_\_      Check # \_\_\_\_\_

Submitted: 3/30/2021

By: Paul Letsche

Recommended for Approval



Mike Sedlacek  
County Highway Superintendent

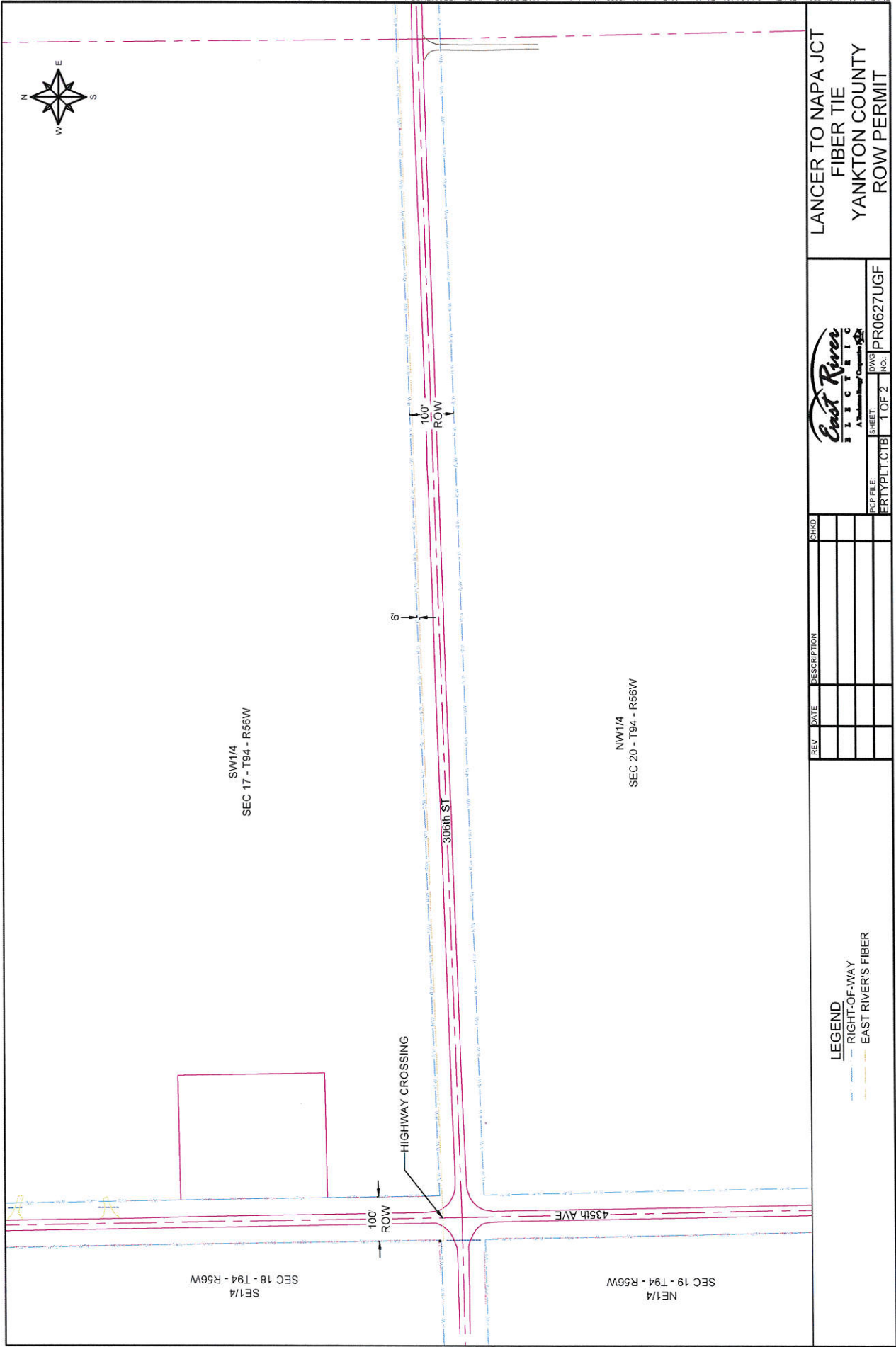


X Applicant Signature

\_\_\_\_\_  
Chairman  
Board of County Commissioners  
Yankton, South Dakota

\_\_\_\_\_  
Zoning Signature

Cable Company Job Number: \_\_\_\_\_



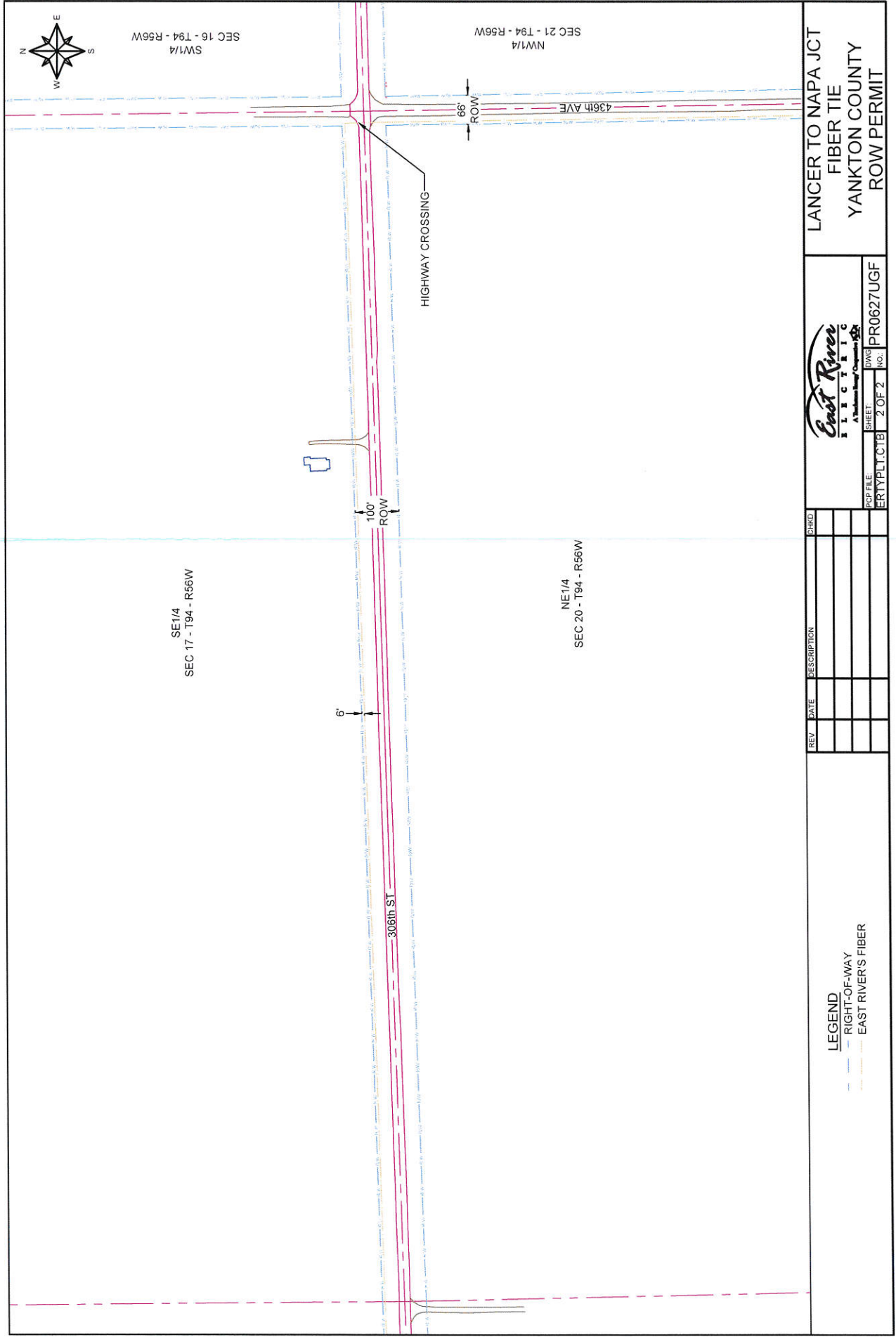
LANCER TO NAPA JCT  
FIBER TIE  
YANKTON COUNTY  
ROW PERMIT

**East River**  
ENGINEERING  
A Yankton River Company

PROJECT: PR0627UGF  
SHEET: 1 OF 2  
DWG NO.

REV	DATE	DESCRIPTION	CHKD





APPLICATION FOR OCCUPANCY  
ON  
RIGHT-OF-WAY OF COUNTY HIGHWAYS

TO: The Board of County Commissioners of Yankton County, Yankton, South Dakota  
Application is made by Vast Broadband occupancy of County Highway

Number: 3654205 in Section: 6, 5, 4, 9, 10 Township: 96N Range: 55W in  
Yankton County, South Dakota. 16

A sketch showing location is attached.

All hard-surfaced roads shall be bored from toe of in slope to toe of in slope.

Minimum depth of cable shall be five (5) feet, three (3) feet in ditch bottom.

Exceptions shall be obtained in writing from the Highway Superintendent or the  
Chairman of the Board of County Commissioners.

The following information is pertinent to the proposed installation:

1. Intended usage: Communications - fiber to the home
2. Cable size and type: 1/2" diameter - 12 and 24 count fiber
3. Method of installation: Directional bore and plow

AGREEMENTS:

The applicant agrees that the following stipulations shall govern under this permit.

1. The applicant will at any time subsequent to placing the cable, pipe line, or tile line, and at his own expense, relay, re-construct or encase any lines as may become necessary to conform to new grades, alignments or widening right-of-way resulting from maintenance or construction operations by the Board of County Commissioners irrespective of whether or not additional right-of-way is acquired in connection with such highway improvement. The applicant agrees to do this promptly on order of the Board of Commissioners and without cost to the County. If the applicant is unable to comply promptly, the Board of County Commissioners may cause the work to be done and the applicant will pay the cost thereof, upon receipt of statement.
2. The County and the Board of County Commissioners assume no responsibility for damages to the applicant's property occasioned by any construction of maintenance operations on said highways including new or additional right-of-way acquired in connection therewith, subsequent to the building of the said pipe line, conduit or tile line.
3. The applicant shall take all reasonable precautions during the construction of said cable, pipeline, or tile line to protect and safeguard the lives and property of the traveling public and adjacent property owners and shall save the County and the County Board of Commissioners harmless of any damage or losses that may be sustained by the traveling public or adjacent property owners on account of such construction operations.
4. Operations in the construction and maintenance of said cable, pipe line, or tile line shall be carried on in such a manner as not to interfere with, or interrupt traffic on said highway.

Form No. YC200 (cont'd)

5. The applicant shall hold the County and Board of County Commissioners harmless from any damage that may result to said highway because of the construction or maintenance of said cable, pipeline, tile line, and shall reimburse the County of the County Board of Commissioners for any expenditures that the County or the County Board of Commissioners may have to make on said highway due to applicant's cable, pipe line, or tile line having been constructed thereon.
6. This permit is subject to any laws now in effect or any laws which may be hereafter enacted.
7. This application is subject to all the rules and regulations of the County Board of Commissioners and to relocation by the Board of Commissioners at any time, when in the judgment of the Board it is necessary in the improvement of maintenance of the highway or for other reasonable cause. And in such event the applicant hereby agrees to remove all applicants' property from said right-of-way without delay and without cost to the County.

Right of Way Fee: \$150.00      Paid: \_\_\_\_\_      Check # \_\_\_\_\_

Submitted: 3-9-21

By: Daryl Elcock - Vest + Broadband

Recommended for Approval



Mike Sedlacek  
County Highway Superintendent

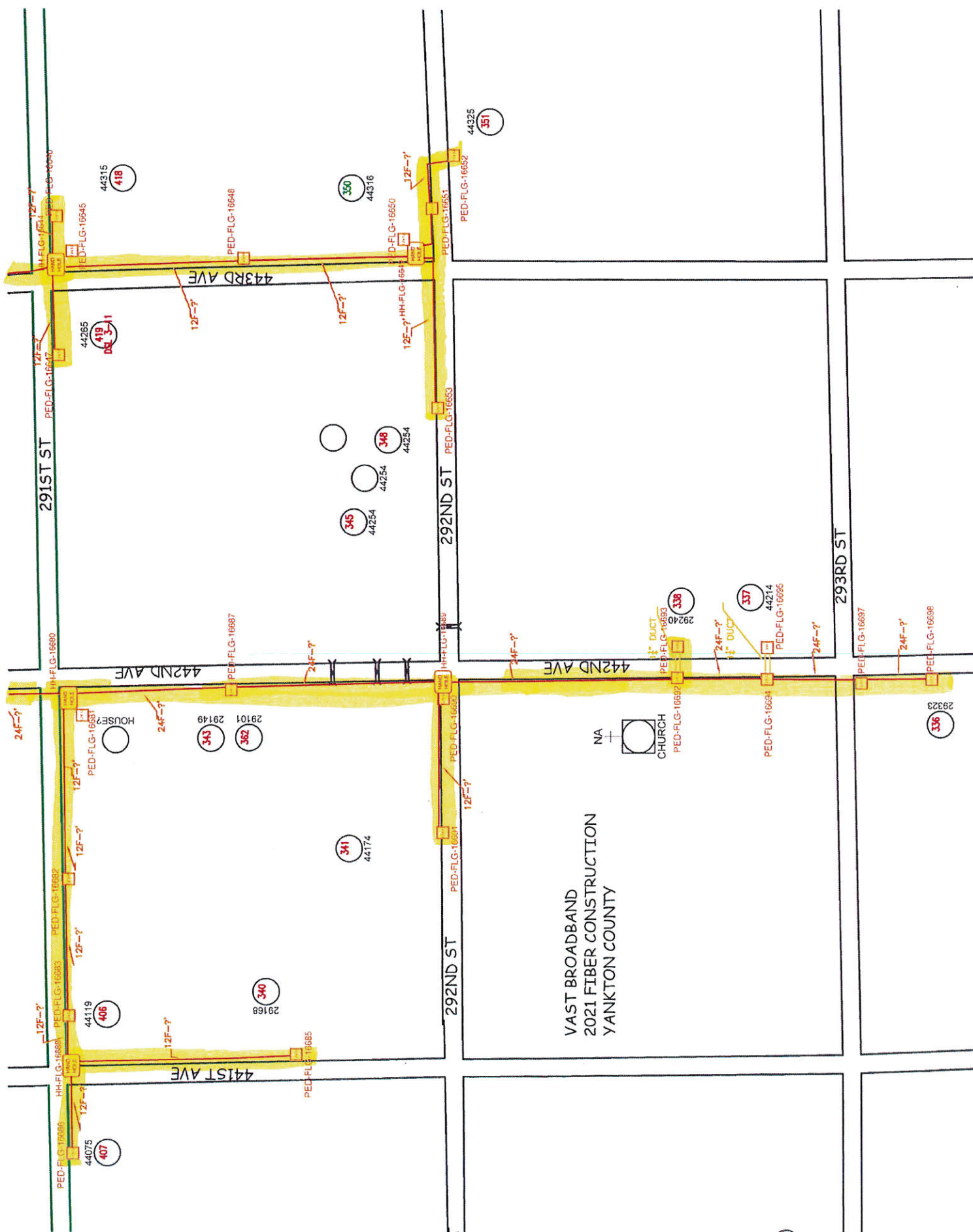
  
X Applicant Signature

\_\_\_\_\_  
Chairman  
Board of County Commissioners  
Yankton, South Dakota

\_\_\_\_\_  
Zoning Signature

Cable Company Job Number: FLY2101







## Yankton County Highway Department Entrance Application

**Applicant/Property Owner:**Name: The House of Mary ShrineMailing Address: P.O. 455City, State, Zip: Yankton, SD 57078Phone Number: 605-660-1999Email: payup@iw.net**Legal Description of Property:**13.013.600.991

Parcel Number: \_\_\_\_\_

**Property Classification:**Farm: ☐Field: ☐Business: ☐Residence: ☒Yankton County Highway No.: 13.013.600.991

**Please attach a drawing or map showing the proposed location of the approach.** The applicant will adhere to the specifications (see attached sheet) from the Highway Superintendent. The entrance must be installed no later than 90 days from the approval date. If an extension is needed, the applicant will need to meet with the Yankton County Commissioners.

All entrances will be at the landowner's expense unless otherwise stated. After the entrance is constructed the area must be reseeded (see attached sheet). The maintenance of the culvert will be the applicant's responsibility. **There is a fee of \$150.00 to be paid at the time of the application.**

Entrances to be built as directed and will be inspected during and after construction by the Yankton County Highway Superintendent or an appointed representative. If the entrance does not meet the terms of the application and specifications, the applicant shall make the proper adjustments at their own expense. You may drop off or mail the application to 3302 W City Limits Road, Yankton SD 57078.

The House of Mary Shrine  
Dug Adams

Applicant's Signature

3/31/21  
Date[Signature]

Initial Approval (Superintendent)

Date

Chairman (Yankton County Commission)

Date Approved

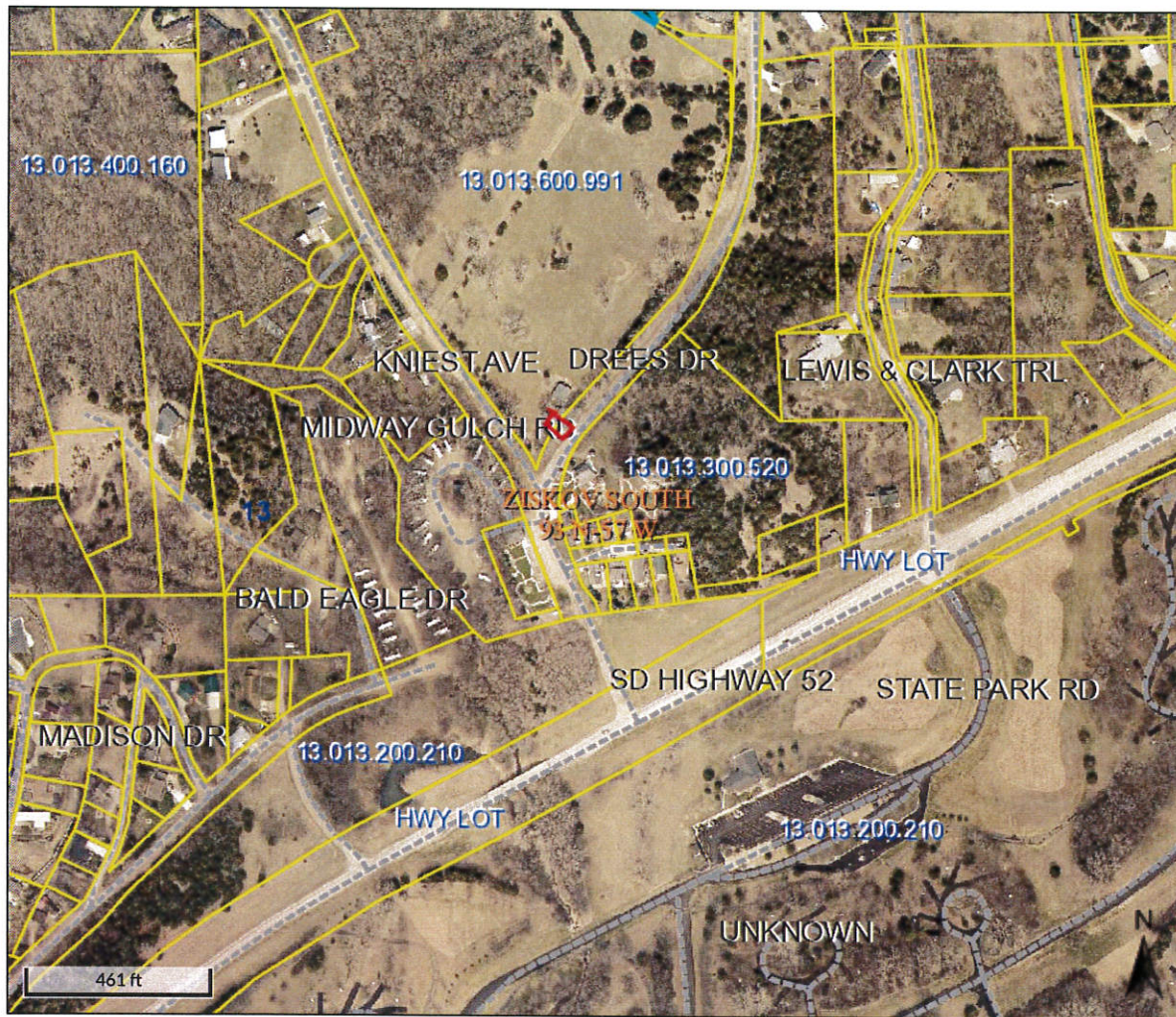
**HIGHWAY DEPARTMENT USE ONLY:**Fee paid: ☒Check No. 4785

Comments: \_\_\_\_\_

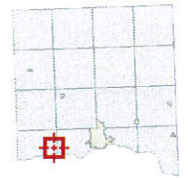
Final Approval (Superintendent)

Date





#### Overview



#### Legend

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

Parcel ID - 13.013.600.992  
Owner - HOUSE OF MARY SHRINE (D)

**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.

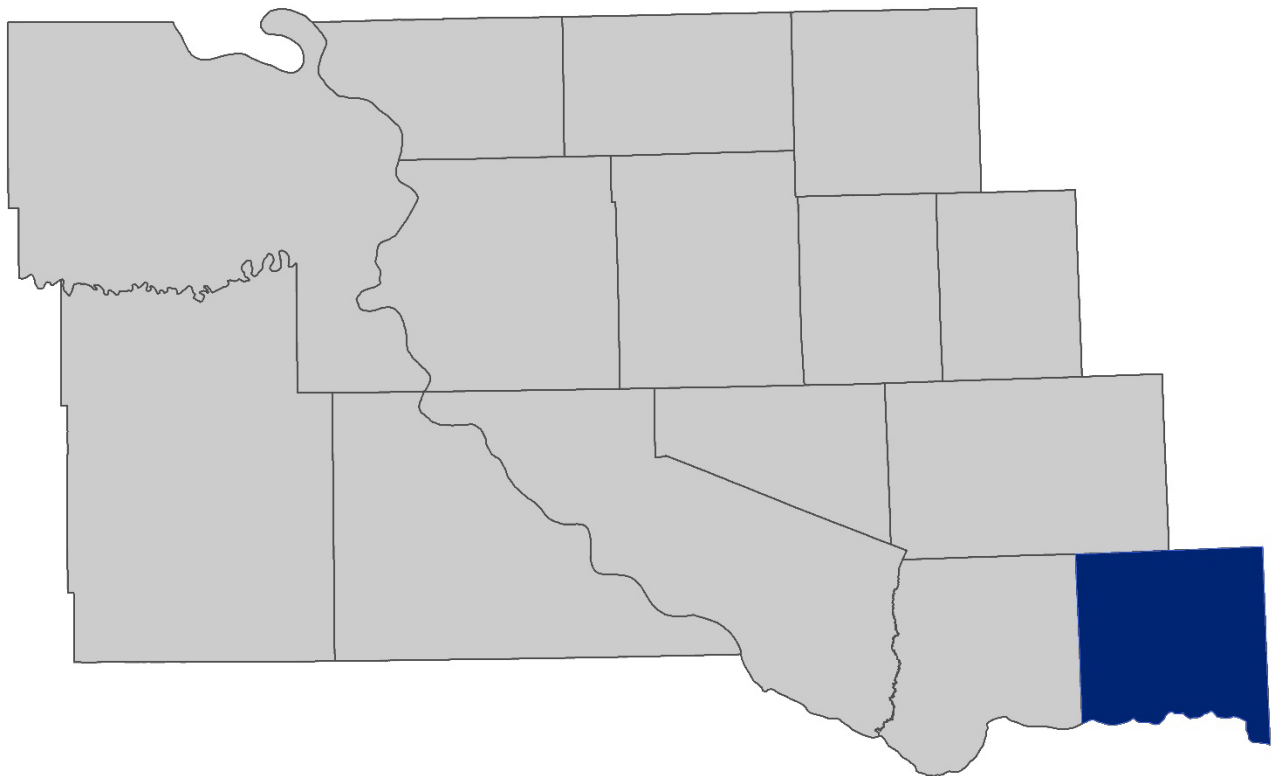
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Developed by  **Schneider**  
GEOSPATIAL



# 2020 PERFORMANCE REPORT

## Planning & Development District III



## Yankton County

February, 2021

Planning & Development District III  
PO Box 687 ❖ 1808 Summit Street  
Yankton, South Dakota 57078  
(605) 665-4408 or (800) 952-3562  
[www.districtiii.org](http://www.districtiii.org)



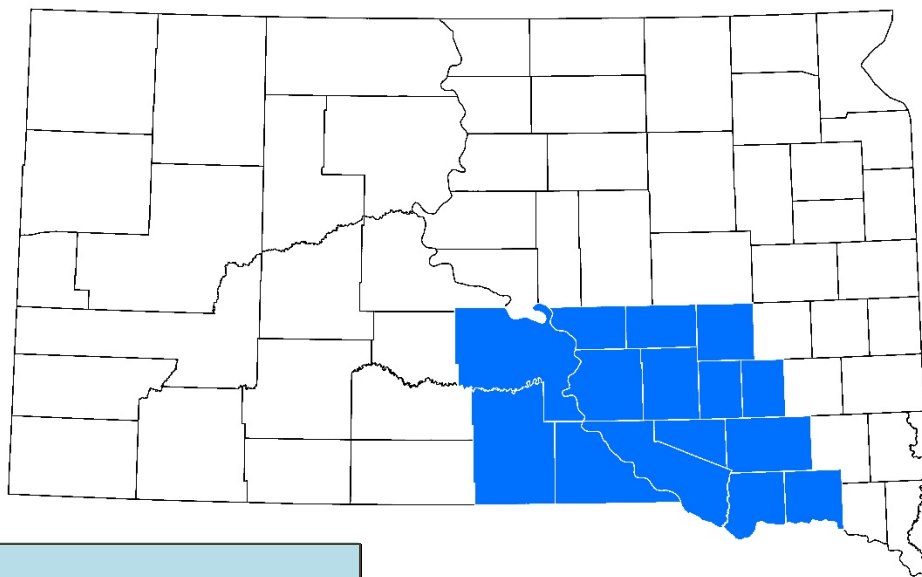


## Introduction

This report summarizes the assistance provided to Yankton County during 2020 and previous years. It also provides an overview of District III's support to the region.

## Background

District III is a voluntary association of county, municipal, and Tribal governments. The organization was established in May, 1973. The District is a federally designated "Economic Development District," through the U.S. Economic Development Administration (EDA). Its relationship to local governments and professional expertise create an environment for productive development collaboration and cost-effective project implementation.



## Services

District III provides "on call" staff support, involving:

- Application writing/financial packaging
- Research
- Project administration
- Land use planning
- Community goal setting
- Demographic analysis

Special services include:

- Small business loans (Areawide Business Council)
- Business consulting (Small Business Development Center)
- Procurement and Technical Assistance Center (PTAC)
- Mapping and computer assisted illustrations (Geographic Information System, digital rendering, and modeling)
- Housing support (Governor's House sales and Prairieland Housing Development)
- Human resources (personnel manuals)

## Staff

Eric Ambrosion	<i>Community Development Specialist</i>
Greg Atkinson	<i>GIS Technician</i>
Fred Binder	<i>Community Development Specialist</i>
John Clem	<i>Community Development Specialist</i>
Lori Cowman	<i>SBDC Consultant and ABC Manager</i>
Pat Hansen	<i>Financial Officer</i>

Carrie Hauser	<i>Chief Financial Officer</i>
Greg Henderson	<i>Director</i>
Teresa Kokesh	<i>Assistant RLF Administrator</i>
Brian McGinnis	<i>Community Development Specialist</i>
Jen Moser	<i>Administrative Professional</i>
Harry Redman	<i>GIS Coordinator</i>
Sue Stoll	<i>SBDC Director</i>



## **Agency Relationships**

- District III has established significant professional relationships with a wide range of state and federal agencies. These interactions strengthen regional services and diversify District III's revenue base.
- District III compiles road status information annually for the South Dakota Department of Transportation (DOT). The data is used by DOT in its planning activities.
- District III hosts the Small Business Development Center (SBDC) office for the region. The SBDC provides high quality business consulting services at no cost.
- District III manages the Governor's House Program in the region on behalf of the South Dakota Housing Development Authority.
- District III provides assistance to businesses intending to bid on government contracts, through the Procurement Technical Assistance Center (PTAC). PTAC is funded by the Department of Defense, but the services apply to any government contract.
- District III assists businesses and local governments with System Award Management (SAM) registration through its PTAC services. All entities receiving federal funding must be registered.
- District III provides financial recordkeeping support to the MRC Regional Rail Authority.
- District III has an annual technical assistance contract with the Governor's Office of Economic Development (GOED). The GOED has designated the planning districts as the entities responsible for preparing Community Development Block Grant Program and Building South Dakota Fund applications.
- District III has earned the trust of the South Dakota Department of Environment and Natural Resources (DENR) in preparing local applications and administering financial awards.
- District III works closely with the South Dakota Office of Emergency Management in preparing county plans and mitigation project applications. District staff also assist with Hazmat Plans
- District III is a federal "Economic Development District," under the U.S. Economic Development Administration (EDA)
- District III routinely assists USDA Rural Development with applications and project administration.

## **Regional Service Highlights in 2020**

The following work activities had impacts beyond one county or were of a unique nature.

- District III was awarded \$4.059 million in additional revolving loan fund grant support from the Economic Development Administration (EDA). The money was disbursed to 70 businesses in the region at favorable interest rates.
- District III was awarded a grant of \$400,000 from EDA to support office operations and regional planning initiatives.
- The District continued to assist public and private sector entities with System Award Management registrations and renewals. Dozens of businesses and local governments were assisted.
- District III staff support city and county governments in accessing over \$21 million in South Dakota Local Government COVID Recovery Fund assistance. Much of the money went for law enforcement salaries and protective measures.
- The District continued to help the South Dakota Department of Transportation with its annual Statewide Transportation Improvement Plan public input sessions. The District coordinated a Zoom call for the 2020 input session.
- The District helped the South-Central Water Development District with grant display checks.

- District III continued to help the South Dakota Department of Transportation with road right of way and road inventory research.
- The District's Geographic Information System (GIS) personnel continued to assist counties in the development of soil calculator software
- The District developed and distributed model procurement policies to help its members comply with federal regulations.
- District III's performance was evaluated by EDA during a peer review activity, which is conducted every three years. The District received "high marks."
- The District participated in a regional conference call, concerning a Northwestern Energy natural gas project concept. Follow-up activities may involve funding applications for a feasibility study.
- A total of 54 funding applications were prepared and 22 approved during the year, involving \$11,979,446 in outside financial assistance.
- District III worked with the South Dakota Department of Revenue and 34 counties on soils analysis valuation research
- The District maintained full operations during COVID shutdown periods and hired two additional staff in anticipation of an employee retirement and an increased workload.

# Return on Investment

## YANKTON COUNTY

### Membership 1973 – 2020

County Dues Paid	<b>\$762,734</b>
Financial Assistance Received	<b>\$111,941,179</b>
Ratio of Assistance to Dues	<i>\$147 to \$1</i>

### 2020 Application Activity

Applicant	Date Submitted	Project	Program	Request	Status
RTEC	1/1/2020	Equipment	Distance Learning & Telemedicine Program	\$60,000	Denied
Yankton	2/21/2020	Splashpad	Wellmark Foundation	\$100,000	Denied
Lesterville	3/12/2020	Storm Water Collector Evaluation	HMGP	\$24,625	Approved
Yankton County	4/15/2020	East Side Drive Improvements	DOT Agribusiness	\$600,000	Approved
Yankton	5/15/2020	Born Learning Trail	AARP	\$15,000	Approved
Gayville	9/15/2020	Municipal Park Rehabilitation	LWCF	\$21,500	Approved
Yankton	9/15/2020	Westside Park Playground Project	LWCF	\$94,000	Submitted
Yankton	12/28/2020	Wastewater Treatment Plant Improvements	CWFCP/CWSRF	\$3,500,000	Submitted

**2020 Total Approved: \$661,125**

### Small Business Support

The Areawide Business Council (ABC) has made 72 loans in Yankton County, including 21 in 2020. The 2020 projects involved \$1,363,760 of ABC funding and \$2,108,500 in private investments, while creating or saving 96 jobs.

The Small Business Development Center (SBDC) had 31 Yankton County clients in 2020, which resulted in a \$4,924,500 investment and the saving or creation of 41 jobs. The SBDC's historic impact on the county is 807 clients and \$49,263,247 in private investment.

### Governor's House Program

The Governor's House Program has sold 55 houses in Yankton County:

- 5 in Gayville
- 6 in Irene
- 1 in Lesterville
- 3 in Mission Hill
- 2 in rural Yankton County (Tabor)
- 3 in Utica
- 2 in Volin
- 33 in Yankton



## 2020 Yankton County Work Activities

- Closed seventeen Areawide Business Council (ABC) loans in Yankton, two in Gayville and two in Lesterville
- Assisted Yankton County with a Department of Transportation Agribusiness Program application
- Prepared Hazard Mitigation Grant Program (HMGP) applications for Lesterville, Yankton and Yankton County
- Helped Yankton with HMGP project administration
- Provided Community Development Block Grant (CDBG) Program project administration assistance to the B-Y Water District and Yankton
- Provided State Revolving Fund (SRF) project administration support to the B-Y Water District and Yankton
- Provided Economic Development Administration (EDA) project administration assistance to Yankton
- Helped Yankton with a Wellmark Grant Program proposal
- Assisted Yankton with an AARP Community Challenge Program proposal
- Reviewed a USDA Distance Learning application for the Regional Technical Education Center (RTEC) in Yankton
- Provided program funding information to Yankton
- Helped Gayville with a Small Community Planning Grant application
- Assisted the B-Y Water District with a USDA Rural Development application
- Helped the Yankton County Emergency Management Office with a technical issue
- Provided information and technical assistance on the South Dakota Local Government COVID Recovery Fund to Yankton County and all municipalities
- Prepared a master plan and renderings for the Yankton Youth Soccer Association
- Prepared a landscape rendering for Keep Yankton Beautiful
- Helped Yankton County with Highway Department project bid specification documents
- Assisted the B-Y Water District with a USDA Rural Development environmental report
- Helped Volin with fire district formation information
- Assisted RTEC with Grants.gov issues
- Helped Yankton Area Progressive Growth with an economic development project proposal
- Completed a Brownfields Site Assessment project on behalf of the Department of Environment and Natural Resources, involving Yankton
- Prepared a SRF Program application for Yankton
- Prepared a Land and Water Conservation Fund Program application for Yankton
- Prepared a State Water Plan application for Gayville

## Previous Application Activity

2019	Utica (Drainage Improvements) – JRWDD \$16,500 Yankton County (Highway 52 Trail Improvements) – Recreational Trails \$116,214 Yankton (Sewer System) – EDA \$6,458,400 Yankton (Transfer Station Essential Operations Equipment Replacement) – SWMP \$60,000 Gayville (Storm Sewer System Study) – Small Community Planning Grant \$10,000
2018	Yankton (CNA Training program with YAPG) – CDBG \$205,000 Yankton (Marne Creek Utilities) – CDBG \$366,500
2017	YAPG (Alumax Road Infrastructure) – LIIP \$88,000 Mission Hill (Waterlines) – JRWDD \$25,000 Lesterville (Lesterville sewage lift station generator) – HMGP \$17,905 Volin (Wastewater collection and treatment system study) – Small Community Planning Grant \$10,000 Yankton County (Scout Camp Tornado Safe Rooms) – HMGP \$537,318
2016	Yankton (Pine St-South of 7 <sup>th</sup> Street) – BIG \$664,000 YAPG (Napa Junction Rail Park Feasibility Analysis) – EDA Planning Program & Local Technical Assistance \$30,000 Onward Yankton (DesignSD Visit) – Design SD/AIA/Dakota Resources Lesterville (Water Meter Replacement Project) – CWFCP/CWSRF \$53,000 Yankton (Conversion to Single Stream Recycling & Semi Automated Solid Waste Collection) – SWMP \$850,000 Yankton County Historical Society (Mead Cultural Education Center) – USDA \$500,000 Yankton (Yankton Water Treatment Plant) – CWFCP/DWSRF \$37,000,000
2015	YAPG (Workforce Coordinator) – GOED EDPP \$142,000 Yankton Homeless Shelter (Emergency Shelter Grant) – ESGP \$53,000 Viborg Rural Fire Department (Fire Hydrant) – JRWDD \$6,375 Yankton (Transfer Station Facilities) – SWMP \$750,000 Volin (Downtown Street Improvements) – Com Access \$177,120 Yankton (RTEC Training Equipment) – CDBG \$157,500 Yankton (Fox Run Trail) – DOT TAP \$575,720 Yankton Co Historical Society (Mead Project) – SDHDA Neighborhood Initiative \$500,000
2014	Yankton County (Yankton County Disaster Mitigation Plan Update) – HMGP \$7,500 Yankton Homeless Shelter (Reshingle Shelter & Additional Storage) –ESGP \$31,000 City of Yankton (Douglas Ave Extension N to Wilson Rd) – Local Infrastructure Improvement Plan \$500,000 City of Yankton (Riverside Park Playground Equipment Replacement) – LWCF \$40,000

	City of Yankton (Boys & Girls Club Construction Project) – CDBG \$400,000
	City of Yankton (Fox Run Trail-Phase 1) – DOT TAP \$400,000
2013	City of Yankton – CWFCP/DWSRF \$1,000,000
	YAPG – MidAmerican Energy \$2,000
	Yankton County Emergency Services – SD Broadband Technology Grant \$4,862
	Yankton County Government Center – SD Broadband Technology Grant \$7,609
	City of Yankton – HMGP \$44,325
2012	City of Yankton/RTEC (regional workforce training) – Community Development Block Grant (CDBG) \$107,500
	Yankton Homeless Shelter – SD Emergency Solutions Grants (ESG) Program \$11,000
	City of Yankton (Disaster Recovery Infrastructure) – EDA \$2,069,600
2011	Timberland Park Homeowner’s Association (sewer system) – Small Community Planning Grant \$8,000
	Yankton (east highway 50 lift station) – Clean Water State Revolving Fund (CWSRF) \$3,700,000
2010	Utica (energy improvements – old school/community hall) – Energy Efficiency Conservation Block Grant (EECBG) \$18,600
	Yankton (Sertoma Park playground equipment replacement) – Land and Water Conservation Fund (LWCF) \$50,000
	Gayville (water distribution improvements) – Drinking Water State Revolving Fund (DWSRF) \$480,000
2009	Yankton (Meridian Bridge) – TransCanada \$25,000
	Yankton (water systems improvements – lines) – DWSRF \$3,000,000
	Yankton (water systems improvements – source) – DWSRF \$2,200,000
	Yankton Women’s/Children’s Center (shelter & family visitation center) – South Dakota Housing Development Authority (SDHDA) \$865,000
	Mission Hill (water meter replacement) – Consolidated \$15,000
	Yankton Baseball (field improvements) – Minnesota Twins/Kansas City Royals \$10,000
	Yankton Area Progressive Growth (data center) – Economic Development Association (EDA) \$400,000
	Yankton (windows/doors replacement) – Department of Energy \$61,600
	Yankton – United States Department of Justice (US DOJ) \$42,357
2008	Mission Hill (water system improvements project) – CDBG \$257,500
	Mission Hill (water system improvements) – SRF \$250,000
2007	Gayville (engineering study on water system) – Small Community Planning Grant \$3,440
	Yankton County (lake area growth) – Small Community Planning Grant \$16,000
	Yankton (swimming pool) – Alcoa Foundation \$75,000
	Yankton (L&M Radiator infrastructure project) – CDBG \$367,500



Yankton (pump station) – SRF \$1,100,000

Lesterville (water tower repair) – Consolidated \$20,000

Utica (park improvements) – Avera Health Grant \$2,500

Yankton County (Deer Blvd bike path development – DOT Enhancement \$205,638

2006 Yankton (Auld-Brokaw Trail & Rotary Park Trailhead improvement) – DOT \$428,680

Yankton (Areawide Business Council matching funds) – South Dakota Community Foundation (SDCF) \$20,000

Yankton County Emergency Management (pandemic flu planning) – South Dakota Department of Health \$35,000

2005 Yankton (8<sup>th</sup> Street Extension Project) – CDBG \$81,000

Yankton (8<sup>th</sup> Street Extension Project) – CDBG \$73,500

Yankton (Gehl Company) – Community/Ind Access \$511,840

Yankton County PAT – South Dakota Community Foundation (SDCF) Challenge Grant \$5,000

2004 Yankton AATC (remodeling) – CDBG \$157,500

Yankton (Alcoa Road) – CDBG \$258,500

Yankton Rural Fire Association (personal protective equipment) – FEMA Fire Grant \$86,963

Volin Fire Department (tanker) – FEMA Fire Grant \$51,300

Utica Fire Department (pagers) – FEMA Fire Grant \$9,001

ABC Recapitalization – REDI Fund \$500,000

Yankton (cleanup grant for Jensen Scrapyard) – Brownfields \$170,000

Gayville (sewage lagoon expansion) – State Revolving Fund (SRF) \$275,000

Irene Development Corp (park development project) – Avera Health Grant \$5,000

Gayville (sewage lagoon expansion) – Consolidated \$100,000

Yankton (Auld-Brokaw Trail & east entrance) – Department of Transportation Enhancement Grant \$368,199

2003 Gayville (fire hall) – CDBG \$54,000

Volin (emergency services facility) – CDBG \$90,000

Yankton (Senior Center) – CDBG \$75,000

Gayville (sewage lagoon expansion) – Consolidated Water Facilities Construction Program (CWFCP) \$100,000

Utica – FEMA Fire Grant \$9,000

Volin – FEMA Fire Grant \$13,650

Yankton Parks & Recreation (A Chorus Line) – South Dakota Arts Council \$3,000

2002 Yankton County (state radio compatible equipment) – CDBG \$303,000

Yankton (historic building restoration) – CDBG \$72,500

Yankton (Technical Education Center) – CDBG \$200,000

Yankton (AME Church and GAR Hall) – CDBG \$70,000

Yankton (Baldwin Filters) – CDBG \$180,500

Utica (fire hall) – CDBG \$62,000

ABC (recapitalization) – South Dakota Community Foundation \$15,000

Yankton (23<sup>rd</sup> Street within Fox Run) – Community Access \$196,000

Lesterville (fire and rescue building addition) – Community Facilities \$37,450

Southeast Technical Institute (manufacturing technology course) – South Dakota School-to-Work \$56,873

City of Yankton – Environmental Protection Agency \$250,000

2001 Yankton (wastewater treatment plant) – Clean Water State Revolving Fund \$6,130,000

Yankton (water treatment plant) – Drinking Water State Revolving Fund \$3,460,000

Yankton (tech school expansion) – EDA & \$789,000

Yankton – HUD Neighborhood Initiative \$500,000

Yankton Office of Economic Development (STI classes) – Department of Labor Workforce Development \$112,000

Yankton Wastewater Treatment Plant – Consolidated Water Facilities Construction Program (CWFCP) \$40,000

Lesterville Fire Hall – CDBG \$26,250

Marne Creek Greenbelt Project – South Dakota Community Foundation \$25,000

Gayville (wastewater pond study) – Small Community Planning Grant \$3,828

2000 District III Homeownership Education Program – Rural Development \$750,000

Volin (water main improvement) – Rural Development \$74,000

Yankton County (dam repair project) – CDBG \$381,390

Avera Sacred Heart Hospital – Wellmark Foundation Grant \$23,500

Yankton Strategy Development – EDA \$10,000

Yankton Homeless Shelter – Emergency Shelter Grant Program (ESGP) \$6,000

Yankton Area Arts Association (GAR Hall restoration) – US West Community Support \$5,000

1999 Yankton County (James River tree removal and planting) – CDBG \$125,420

Yankton – Community Oriented of Policing Services (COPS) Universal Hiring \$75,000

Volin – CWFCP \$40,000

Sacred Heart Hospital – Wellmark Foundation Grant \$38,358

Yankton Homeless Shelter – ESGP \$8,100

Yankton Courthouse – Preservation Services Fund Feasibility Study \$1,500

1998 Yankton Police Department – COPS More \$66,000

Utica (Main Street/fire hall) – CDBG \$25,505

Lesterville (fire equipment) – CDBG \$17,836

Yankton (fire equipment) – CDBG \$16,600

Yankton Homeless Shelter – ESGP \$11,000

Utica Fire Department – Rural Fire Protection \$2,000

Yankton – Law Enforcement Block Grant \$9,181

1997 Yankton (treatment facility upgrade) Clean Water State Revolving Fund \$7,125,000

Yankton (wastewater treatment expansion) – CWFCP \$200,000

Yankton County (roads and fire equipment) – CDBG \$134,335

Yankton (HSC well irrigation) – CDBG \$36,500

Yankton Homeless Shelter – ESGP \$8,000

Yankton Tree Board – Urban and Community Forestry (UCF) \$5,000

Yankton Homeless Shelter – South Dakota Community Foundation \$2,500

1996 Willow Ridge Project, Yankton – HOME Investments Program Loan \$1,258,000

Yankton – FEMA \$1,090,500

Gayville (RWS – Clay Expansion) – CDBG \$100,000

Gayville (rural water connection) – CWFCP \$80,000

Clay Rural Water (system expansion) – CWFCP \$75,000

Yankton United Way – Faith in Action Program Grant \$25,000

Planning Grants for West Yankton Sewer System – DENR, East River Basin Electric, Northwestern Public Service & Lower James RC&D \$14,500

Yankton 10 Home Proposal – Rural Development Mutual Self Help Housing Predevelopment Grant \$10,000

West Yankton Sewer Study – EPA Development Grant \$5,600

Yankton Homeless Shelter – ESGP \$5,400

Before – After School Program – Child Care Grant – Linda Wilcox, Yankton \$3,000

1995 B-Y Water District (system expansion) – CWFCP \$300,000

Gayville (connection to Clay RWS) – CWFCP \$40,000

Gayville (connection to Clay RWS) – Rural Development Loan \$240,000

Yankton Housing Redevelopment Commission (tenant based rental assistance) – South Dakota Housing Development Authority Grant \$100,152

Tri-County Environmental Services, Irene – Solid Waste Management Program Grant \$28,000

Yankton County Homeless Shelter – ESGP \$13,500

Extension Service through “Kolor Me Kids” – Child Care Training Grant \$2,949

1994 Clay Rural Water System (supply/treatment improvements) – CWFCP \$300,000

B-Y Water District (ground storage reservoir) – CWFCP \$40,000

Yankton Housing Infrastructure (Willow Ridge) – CDBG \$155,000

Yankton (recycling center) – Solid Waste Management Grant \$60,000



Yankton Contact Center – ESGP \$14,000

Yankton County Homeless Shelter – ESGP \$14,000

Yankton Contact Center – SD Community Foundation \$12,000

1993 B-Y Water District – CWFCP \$150,000

Lesterville – CWFCP \$11,450

Lewis and Clark Health Education and Service Agency – Health Project Continuation Grants \$80,000

Sacred Heart Hospital – Health Project Continuation Grants \$60,000

Wahpeton Canvas – CDBG \$52,500

Lewis and Clark Health Education and Service Agency – Hazardous Materials Application \$10,000

Lesterville – Solid Waste Management Grant \$7,500

Yankton Day Care Provider – Child Care Services Grant \$2,838

1992 Sacred Heart Hospital – Rural Health Outreach Grant \$59,100

Yankton – CDBG \$52,500

Lesterville – Solid Waste Management Grant \$7,500

Yankton County (Contact Center) – ESGP \$5,500

1991 Sacred Heart Hospital – Rural Health Outreach Grant \$125,000

Lewis & Clark Health Education and Service Agency – Rural Health Outreach Grant \$97,000

Yankton County Contact Center – Children’s Trust Fund Grant \$4,620

1990 Yankton County (Yankton Area Adjustment Training Center) – CDBG \$150,000

Utica – CDBG \$37,300

Yankton County (Contact Center) – Health and Human Services (HHS) \$26,500

Yankton County (Contact Center) – Emergency Shelter Grant Program (ESGP) \$8,300

1988 Yankton – CDBG \$200,000

Yankton County (Lakeport Church) – South Dakota Lasting Legacy \$2,000

1987 B-Y Water District Expansion (Yankton County Benefits Estimate) – Farmers Home Administration (FmHA) \$3,253,000

City of Yankton – CDBG (Special Projects) \$192,000

City of Yankton – EDA Technical Assistance \$26,500

Yankton County – CDBG \$13,250

Contact Center – Victims of Crime Assistance \$6,000

Contact Center – ESGP \$3,000

Contact Center – South Dakota Family Violence \$1,698

Two Yankton Day Care Providers – Child Care Services Grant \$965

1986 Yankton – EDA Public Works \$258,000

Crisis Shelter – Contact Referral Center \$4,843

Grant Funds for Riverboat Days Project – Yankton Area Arts Association \$1,000

1985 Yankton County – CDBG \$200,000

Mission Hill – CDBG \$120,000

Volin – CDBG \$15,000

Lesterville – CDBG \$12,000

Yankton County – Yankton Child Protection Team \$700

1973-1984 Yankton (water storage lines) – CDBG \$1,351,341

Area Adjustment Training Center – CDBG \$375,000

Yankton Senior Citizens Center – CDBG \$170,000

Missouri River Bank Protection/Stabilization Structures – Corps of Engineers \$900,000

Yankton Industrial Park Development – EDA Grant/Loan \$600,000

Yankton Industrial Park Development – DOT Grant \$288,000

Mission Hill – FmHA Loan/Grant \$279,000

Utica Sewer Project – CDBG/FmHA Loan \$230,000

Yankton (sewer lines) – EDA Grant \$168,000

County Share of Planning Grants Received by District – \$135,000

Yankton (water connect to B-Y) – EDA Drought Assistance Grant \$130,000

Yankton (sewer project) – EDA local Public Works Grant \$130,000

Yankton Public Safety Center Equipment – Law Enforcement Assistance Administration (LEAA) \$125,000

Sojourn House, Yankton – LEAA \$42,000

Yankton County Contract Law (eventually turned back) – LEAA \$38,400

Yankton City/County Equipment & Training – LEAA \$21,000

Big Friend, Little Friend Project – LEAA \$13,400

Mission Hill Water Distribution System – FmHA Loan \$105,000

Yankton County – CDBG \$100,000

Yankton 21<sup>st</sup> Street Development – DOT \$70,000

Lower James River Clean-up/Marne Creek Restoration – Comprehensive Employment Training Act (CETA) (estimate) \$65,000

Yankton County (1983 figures for a multi-year program) – Head Start Program \$55,300

Yankton County Benefit – Head Start Program \$42,000

Yankton County – DOT Grant \$50,000

Yankton Senior Citizens Center – South Dakota Dept. of Social Service Grant \$26,000

Yankton Senior Citizens Center – Transportation Grant \$10,000

Yankton Multi-purpose Shelter – Land and Water Conservation Fund (LWCF) Recreation Grants \$21,180

Yankton Picnic Shelter – LWCF Recreation Grants \$3,707

Yankton County – State Solid Waste Grant \$19,000

Gayville, Lesterville, Mission Hill – HCRS Grant \$18,300

Dakota Territorial Museum – Department of Education Grant \$18,000

Dakota Territorial Museum – Institute of Museum Sciences Grant \$5,600

Yankton Area Adjustment Training Center – Staffing Grant \$12,000

Yankton College – Environmental Workshop Funds \$11,000

Beaver Creek, Yankton County Tree Cleaning – Youth Conservation Corps \$10,800

Yankton County – Historical Structure 7 Archeological Survey \$9,000

Water Resource Study, Yankton – US Corps of Engineers Grant \$1,600

Lesterville – LWCF Grant \$1,500

### Previous Assistance Highlights

2016	Completed the County Rural Site Analysis
2015	Yankton Handbook Revisions
2015	Yankton County Highway and Bridge Plan
2013	Assisted Yankton County with a Highway 52 corridor planning activity
2013	Prepared five South Dakota Certified Ready Site Program applications for Yankton Area Progressive Growth
2013	Prepared archery park development concepts for Yankton
2013	Assisted the Yankton Homeless Shelter and Area Health Education Center (AHEC) with strategic planning sessions
2012	Yankton County Highway Department Reorganization Support and Job Descriptions
2012	Yankton Digital Cemetery Map
2011	Yankton Chamber of Commerce Yankton and Lake Area Map Product
2011	Avera Sacred Heart Community Needs Focus Groups
2011	Yankton County Office of Emergency Management Flood Mapping
2010	Yankton Street Sign Inventory
2010	Yankton Chamber Area Trails Map
2010	Mead Committee Project Information Materials
2010	Yankton Library and Senior Center Focus Groups
2010	Yankton County Pre-disaster Mitigation Plan Update
2008	Volin Capital Improvements Plan
2008	Yankton Sidewalk Inventory



2007	Yankton County Bird Flu Plan
2006	Yankton County E911 GIS Layers
2005	Yankton County Personnel Handbook
2003	Yankton County Zoning Ordinance
2003	Coordinated Development of Yankton's Storm Water Management Plan
2003	Yankton County Comprehensive Plan
2003	Yankton County Pre-disaster Mitigation Plan
2003	Gayville City Maps
2003	Yankton School District Student Distribution Research
2003	Yankton County Base Map Layer
2003	Yankton County Road Committee Year End Summary
2003	Yankton County Local Emergency Operation Plan
2002	Yankton County Compensation and Benefits Survey
2001	Yankton Bike Trail Map
2000	Avera Sacred Heart Clinic Survey
2000	Yankton County E911 Atlas
2000	Highway 81 Impact Analysis
1998	Yankton GIS Set
1991	Gayville Comprehensive Plan
1991	Lesterville Comprehensive Plan

### **Anticipated Assistance**

District III expects to continue assisting projects in Yankton County with administrative paperwork. Other activities that are likely to be undertaken over the next 18 months include:

- ❖ Economic Development Administration disaster project administration for Yankton
- ❖ Yankton County Comprehensive Plan information update
- ❖ Ongoing GIS related support
- ❖ 5 Year Highway Plan update support
- ❖ Assist with redistricting upon request
- ❖ Processing new Table 1 soil layer for the Director of Equalization
- ❖ Two Yankton County Highway JRWDD applications
- ❖ Yankton County Rec Trails application
- ❖ CDBG application for Pathways Homeless Shelter
- ❖ Yankton County GIS tech support and specialized map production

### **Bottom Line**

District III membership has always paid dividends for its local government and Tribal members. District III provides:

- ✓ Access to professional development staff at a deeply discounted cost
- ✓ Access to an institutional program and project memory that covers 40 years
- ✓ Access to specialty services that would be unaffordable for the majority of project sponsors (Geographic Information System and Digital Rendering)
- ✓ Access to a revolving loan fund and first-class business consultants
- ✓ Access to an organization that has earned state and national respect for excellence

District III is your organization.

## Regional Overview – Specialty Services

*The Governor's House ~*

***South Dakota Housing Development Authority***

LOCATION	NUMBER OF UNITS PURCHASED IN 2020	HISTORIC
<b>Aurora</b>		
Plankinton	-	22
Stickney	-	10
White Lake	-	16
<b>Bon Homme</b>		
Avon	1	7
Scotland	2	8
Springfield	1	8
Tabor	1	9
Tyndall	-	10
<b>Brule</b>		
Bijou Hills	-	1
Chamberlain	2	26
Kimball	-	4
Pukwana	-	7
<b>Buffalo</b>		
Fort Thompson	1	22
Gann Valley	1	2
<b>Charles Mix</b>		
Running Water	-	1
Dante Lake	-	1
Geddes	-	2
Greenwood	-	1
Lake Andes	-	14
Marty	7	10
Platte	-	8
Wagner	-	20
<b>Davison</b>		
Ethan	-	10
Mitchell	-	58
Mount Vernon	-	9
<b>Douglas</b>		
Armour	-	6
Corsica	2	3
Delmont	-	3
<b>Gregory</b>		
Bonesteel	-	2
Burke	-	5
Dallas	-	6
Fairfax	-	1
Gregory	-	14
Herrick	-	1



LOCATION	NUMBER OF UNITS PURCHASED IN 2020	HISTORIC
<b>Hanson</b>		
Alexandria	-	11
Emery	-	3
Fulton	-	10
<b>Hutchinson</b>		
Dimock	-	2
Freeman	-	1
Menno	-	5
Parkston	-	5
Tripp	-	1
<b>Jerauld</b>		
Alpena	-	2
Lane	-	1
Wessington Springs	-	8
<b>Lyman</b>		
Kennebec	-	1
Lower Brule	-	7
Oacoma	-	4
Presho	-	2
Reliance	-	3
Vivian	-	1
<b>Sanborn</b>		
Letcher	-	5
Woonsocket	2	11
<b>Todd</b>		
St. Francis	-	2
<b>Tripp</b>		
Carter	-	1
Colome	-	7
Winner	1	8
<b>Yankton</b>		
Gayville	-	5
Irene	-	6
Lesterville	-	1
Mission Hill	-	3
Tabor (rural-Yankton co.)	-	2
Utica	-	3
Volin	-	2
Yankton	-	33
<b>Total</b>	<b>22</b>	<b>483</b>



# PROCUREMENT TECHNICAL ASSISTANCE CENTER

LOCATION	2020 CLIENTS
Aurora	2
Bon Homme	3
Brule	3
Buffalo	1
Charles Mix	4
Davison	5
Douglas	4
Gregory	3
Hanson	2
Hutchinson	2
Jerauld	4
Lyman	2
Sanborn	6
Tripp	4
Yankton	12
<b>Total</b>	<b>57</b>



## CLIENT REPORT

COUNTY	2020			HISTORIC	
	ACTIVE CLIENTS	JOBS CREATED OR RETAINED	Project Totals	CLIENTS	INVESTMENT
Aurora	3	0	\$0	87	\$8,371,100
Bon Homme	5	11	\$164,500	203	\$5,838,061
Brule	12	70	\$2,479,833	198	\$13,460,522
Buffalo	0	0	\$0	9	\$0
Charles Mix	12	18	\$693,000	314	\$13,459,100
Davison	27	24	\$887,079	668	\$33,027,261
Douglas	3	0	\$0	73	\$4,436,880
Gregory	4	0	\$0	135	\$6,981,759
Hanson	1	4	\$702,800	58	\$5,933,570
Hutchinson	11	14	\$640,728	256	\$18,422,670
Jerauld	4	0	\$145,000	86	\$2,618,995
Lyman	5	0	\$0	68	\$0
Sanborn	3	0	\$173,429	81	\$6,673,871
Tripp	4	1	\$95,000	112	\$3,253,111
Yankton	31	41	\$4,924,500	807	\$49,263,247
<b>Total</b>	<b>125</b>	<b>183</b>	<b>\$10,905,869</b>	<b>3155</b>	<b>\$171,740,147</b>

## 2020 LOAN SUMMARY

COUNTY	TYPE	LOAN AMOUNT	AMOUNT LEVERAGED	JOBS CREATED/R ETAINED	HISTORIC	
					TOTAL # LOANS RECEIVED	TOTAL AMOUNT RECEIVED
Aurora	Convenience Store	\$30,000		2	12	\$626,650
Bon Homme	Waste Hauling	64,500	\$100,000	6	13	\$932,000
Brule	Grocery Store	\$41,959	\$132,874	6	30	\$2,172,053
	Convenience Store	\$200,000	\$470,000	2		
	Grocery Store	\$300,000	\$900,000	21		
	Locker	\$140,000	\$245,000	3		
Buffalo						
Charles Mix	Gas Station	\$50,000	\$375,000	3	45	\$2,372,940
	Locker	\$15,000		6		
	Cemetery Product	\$52,000	\$48,000	1		
	Motel	\$75,000		3		
	Ag Service	\$100,000		3		
	Brewery	\$40,000	\$28,000	1		
	Newspaper	\$60,000		2		
	Used Auto Sales	\$30,000		1		
Davison	Commercial Real Estate	\$62,000	\$188,000	1	29	\$2,758,251
	Tree Removal	\$30,000	\$39,700	2		
	Construction	\$32,500	\$42,500	1		
	Painting Contractor	\$65,000	\$78,000	2		
	Property Manager	\$85,000	\$12,379	3		
	Campground	\$45,000		2		
	Auto Repair	\$30,000	\$30,000	3		
	HVAC contractor	\$54,392	\$95,608	16		
	Auto Body Shop	\$100,000	\$313,369	7		
Douglas	Newspaper	\$25,000		2	21	\$957,000
	Sandwich Company	\$100,000		8		
	Vet Clinic	\$75,000		3.5		
	Auto Repair	\$60,000		5		
Gregory	Grocery Store	\$100,000		9	29	\$1,787,645
Hanson	Ag Service	\$100,000		2	18	\$1,467,954
	Hunting Lodge	\$100,000		5		
	Specialty Auto	\$100,000	\$602,800	5		
	Mfg	\$100,000		24		
	Mfg	\$226,233	\$20,099	37		



COUNTY	TYPE	LOAN AMOUNT	AMOUNT LEVERAGED	JOBS CREATED/R ETAINED	HISTORIC	
					TOTAL # LOANS RECEIVED	TOTAL AMOUNT RECEIVED
Hutchinson	Carwash	\$50,000	\$140,000	1	35	\$1,891,041
	Mfg	\$73,608		4		
	Mfg	\$165,000	\$75,120	40		
	Vet Clinic	\$60,000		6		
	Ag Service	\$45,000	\$49,975	1		
	Garbage Service	\$30,000		2.5		
	Electrician	\$40,000	\$97,000	2		
Jerauld	Restaurant	\$35,000		7	11	\$623,500
	Newspaper	\$90,000		2		
	Hair Salon	\$42,000		1		
	Garbage Service	\$55,000	\$90,000	2		
Lyman					2	\$45,000
Sanborn	Newspaper	\$135,000	\$38,429	3	7	\$450,000
Tripp	Electrician	\$30,000	\$35,000	4	24	\$835,500
	Electrician	\$30,000		2		
Yankton	Fire Department	\$50,000	\$60,000	0	72	\$4,662,554
	Shoe Store	\$38,160		2		
	Insurance Agency	\$60,000	\$340,000	2		
	Décor Store	\$100,000	\$50,000	2		
	Caterer	\$40,000	\$66,500	2		
	Quick Lube Center	\$65,000	\$260,000	4		
	Pharmacy	\$100,000		5		
	Mfg	\$100,000		23		
	Clothing Boutique	\$100,000	\$50,000	3		
	Water distributor	\$80,000		3		
	Décor Store	\$37,500	\$125,000	2		
	Shoe Store	\$90,000		3		
	Flooring Store	\$40,000		3		
	Campground	\$40,000		1		
	Bar/Brewery	\$87,000	\$217,000	2		
	Ag Service	\$100,000		5		
	Ag Service	\$74,500	\$245,000	21		
	Tax Service	\$10,000		5		
	Mfg	\$50,000	\$120,000	3		
	Sculpture/Art Studio	\$50,000	\$425,000	1		
	Convenience Store	\$51,600	\$150,000	4		
Total		\$4,932,952	\$6,355,353	371	348	\$21,582,088



## 2020 Activities

	Aurora County	Bon Homme County	Brule County	Buffalo County	Charles Mix County	Davidson County	Douglas County	Gregory County	Hanson County	Hutchinson County	Jerauld County	Lyman County	Sanborn County	Trip County	Yankton County
GIS Training & Support	X	X	X	X	X	X	X		X	X	X	X	X	X	X
GIS Tech Support	X	X	X	X	X	X	X		X	X	X	X	X	X	X
E911 Mapping	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Parcel Mapping & Training	X	X	X	X		X	X	X	X	X	X	X	X	X	X
County Zoning Maps	X	X	X		X	X	X	X	X	X					X
Comprehensive Plan Mapping			X		X	X									
DFIRM (Flooding) Mapping					X	X			X				X		X
City Maps	X	X			X	X	X	X	X	X	X	X	X	X	X
Internet Mapping	X	X	X	X		X			X	X	X	X	X	X	X
Miscellaneous Maps	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Drainage Mapping						X	X		X	X					X

## Planning Commission Applicants

1. Robert Gleich
2. Dennis Michaels
3. Cathy Weiss
4. Zane Williams

## Yankton County – Performance Evaluation

<b>Employee Name</b>		<b>Evaluation Date</b>	
<b>Job Title</b>		<b>Last Evaluation Date</b>	
<b>Evaluation Type</b>	3 month / 6 month / annual / other:	<b>Hire Date</b>	
<b>Supervisor Name</b>		<b>Promotion Date</b>	

RATINGS SCALE	
<b>O – Outstanding*</b>	Performance is exceptional in all areas.
<b>E – Exceeds Expectations</b>	Results clearly exceed most position requirements. Performance is of high quality and is achieved on a consistent basis.
<b>M – Meets Expectations</b>	Competent and dependable level of performance. Meets performance standards of the job.
<b>B – Below Expectations*</b>	Performance is deficient in certain areas. Improvement is necessary.
<b>U – Unsatisfactory*</b>	Results are generally unacceptable and require immediate improvement. No merit increase or promotion should be granted to individuals with this rating.
	*A rating of either <b>Outstanding</b> , <b>Below Expectations</b> or <b>Unsatisfactory</b> requires comment of supervisor.

REVIEW FACTOR	RATING	EXPLANATION/COMMENTS
<b>Quality</b> – Work products are accurate, complete, neat, and efficient and keep with the standards of the position. Consider ability to work thoroughly and conscientiously as well as to plan and organize work.		
<b>Quantity</b> – Consider the quantity of work and the promptness with which it is completed. How much work does the employee complete?		
<b>Knowledge of Job</b> – Consider how much the employee knows about present job, work in other areas of this department and how it relates to other departments. Is there knowledge of regulations, policies, and methods for improving procedures?		
<b>Initiative</b> – Consider the ability to act with personal responsibility in the absence of instruction and direct supervision. Does the employee work and proceed without being told what to do?		
<b>Aptitude and Ability to Learn</b> – Consider ability to learn and follow instructions. Does the employee learn quickly, apply learned concepts, and take initiative to research work related issues?		



REVIEW FACTOR	RATING	EXPLANATION/COMMENTS
<b>Dependability</b> – Consider the amount of supervision required. Can you depend on the employee's work? Is the employee reliable in arriving to work on time consistently? Does the employee use leave appropriately? Is the level of unscheduled leave acceptable? Willingness to work overtime when called upon?		
<b>Judgment</b> – Consider the quality of analysis used in decision making. Does the employee have the ability to act calmly, logically and rapidly under stress? Can the employee assess a situation and react appropriately?		
<b>Cooperation</b> – Consider ability to work with and help others. Does the employee willingly assume a full share of work and responsibility? Does the employee accept supervision positively and work well with staff? Does the employee keep superiors informed of project status?		
<b>Public Service</b> – Consider whether the employee presents a positive, service-oriented impression to others. Does the employee follow through appropriately on requests? Are grooming and attire appropriate for the position?		
<b>Written and Oral Communication</b> – Clearly conveys written ideas and information in acceptable format. Conveys ideas in a clear and concise manner. Submits reports and documents as prescribed by policy, meeting required deadlines.		
<b>Time Management</b> – Organizes work to use time effectively and efficiently. Sets up own daily work schedule based upon work goals and priorities. Follows through and completes work assignments timely.		
<b>Equipment Usage</b> – Proficiently and safely operates all equipment necessary to perform work tasks. Takes care to keep equipment clean and in good operating condition.		
<b>Decision Making/Risks</b> – Able to make decisions which create certain risks associated with the job. Sound decisions that are evaluated on how they will affect others and the organization.		

TRAINING PLAN	
Training completed since last evaluation:	
Training requested:	

SUMMARY					
Areas of Strength					
Areas for Improvements					
Objectives met since last review					
Objectives for next review					
<b>OVERALL RATING:</b>	Outstanding	Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory

REVIEW OF POLICIES			
Verification that employee is aware of the following policies (please initial):			
	Non-discrimination and Anti-harassment		Information technology, E-mail and Internet
	Drug free workplace		Use of equipment and vehicles

EMPLOYEE RESPONSE	
I completed the "Employee Self-Performance Evaluation" form.	Yes / No
A copy of this evaluation has been reviewed with and given to me.	Yes / No
I agree with this evaluation.	Yes / No
I am attaching additional comments beyond the self-review.	Yes / No

STEP ADVANCEMENT	
Employee is eligible for step advancement?	Yes / No

**This evaluation, employee's self-performance evaluation and any attached employee comments should be submitted to the Auditor's office.**

Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name of Evaluator (PRINT): \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name of Department Head: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_ Date \_\_\_\_\_

## Yankton County – Employee Self-Performance Evaluation

**Employees** should complete full response to the questions below and bring this completed form to the evaluation meeting with your supervisor. This form is attached to and considered part of the performance evaluation process.

1.	In what areas do you feel you performed well during the past year? Please note any major accomplishments.
2.	In what areas do you feel you could have performed better?
3.	What goals do you have for the upcoming year?
4.	Is there any additional assistance or support you require to perform your position better? How can your supervisors assist you in your position?
5.	What suggestions, if any, do you have for improvement for your area or department?



## **YANKTON COUNTY DRAINAGE ORDINANCE # 19**

Revision: changes from Mar 23, 2021, meeting to be discussed on Apr 27

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### **ARTICLE I GENERAL PROVISIONS**

#### **SECTION 1.01.**

##### **TITLE**

These regulations shall be referred to as the Drainage Ordinance of Yankton County.

#### **SECTION 1.02.**

##### **AUTHORITY**

The authority for this ordinance is promulgated under SDCL 46A-10A and SDCL 46A-11.

#### **SECTION 1.03.**

##### **PURPOSE**

These regulations shall govern the subsurface agricultural drainage of water within Yankton County and are designed to enhance and promote the physical, economic, and environmental management of the county; protect the tax base; prevent inordinate adverse impacts on servient properties; encourage land utilization that will facilitate economical and adequate productivity of all types of land; lessen government expenditure; conserve and develop natural resources; and preserve the important benefits provided by wetlands.

#### **SECTION 1.04.**

##### **DRAINAGE COMMISSION**

The Yankton County Commission shall appoint nine (9) members to the Yankton County Drainage Commission. The YC Drainage Commission members shall serve a three year term and shall not have term limits. The Drainage Commission shall meet at such times as may be necessary to accomplish the purposes of their duties, but may not meet less than once every six months.

#### **SECTION 1.05.**

##### **DRAINAGE BOARD**

The Yankton County Commission shall constitute the Yankton County Drainage Board. The YC Drainage Board shall meet at such times as may be necessary to accomplish the purposes of their duties, but may not meet less than once every six months.

#### **SECTION 1.06.**

##### **BOARD OF RESOLUTION**

The Yankton County Commission shall constitute the Yankton County Board of Resolution.

#### **SECTION 1.07.**

##### **ADMINISTRATIVE OFFICIAL**

The provisions of this Ordinance shall be administered and enforced by the Planning & Zoning Administrator, as the Yankton County Drainage Administrator, appointed by the Yankton County Commissioners.

#### **SECTION 1.08.**

**YANKTON COUNTY DRAINAGE ORDINANCE # 19**

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**REPEAL OF CONFLICTING ORDINANCES.**

All ordinances or part of ordinances in conflict with this Ordinance or inconsistent with the provisions of this Ordinance are repealed entirely.

## **YANKTON COUNTY DRAINAGE ORDINANCE # 19**

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### **ARTICLE II DEFINITIONS**

#### **SECTION 2.01.**

##### **DEFINITIONS**

For the purposes of this ordinance, certain terms and words are hereby defined. Any word not herein defined shall be as defined in any recognized Standard English dictionary.

**Abut** - Having a common border with, or being separated from such a common border by a Right-of-way, alley or easement; for the purposes of this Ordinance the 'abut' shall be synonymous with 'adjacent' or 'adjoining'.

**Benefitted Area** - The area within a drainage district or coordinated drainage area that receives the direct benefit from the drainage projects which have been constructed, or are to be constructed, within the district or drainage area.

**Blue Line Stream** - Any stream shown as a solid or broken blue line on 7.5 Minute Series quadrangle maps prepared by the U.S. Department of the Interior Geological Survey (USGS). A blue line stream may be any creek, stream or other flowing water feature, perennial or ephemeral, indicated on USGS quadrangle maps, with the exception of man-made watercourses. The United States Army Corps of Engineers uses USGS blue line stream markings as a preliminary indicator of "Waters of the United States". Streams identified on USGS maps in such a manner are therefore generally subject to federal environmental regulations.

**Board of Resolution** – The Yankton County Commission shall serve as the Yankton County Board of Resolution.

**Closed drain or blind drain** - A man-made drain or drainage scheme utilizing pipes, tiles or other materials and constructed in such a way that flow of water is not visible.

**Drainage Board** – The Yankton County Commission shall serve as the Drainage Board.

**Drainage Commission** - The Yankton County Drainage Commission, composed of nine members appointed by the Yankton County Commission; or any county drainage commission created under the terms of this ordinance.

**Coordinated drainage area** - A defined geographic area containing one or more parcels of real property and established under the provisions of this chapter 46A-11 by a board or commission to provide a planned network or method of natural or man-made drainage, or both, to benefit all parcels of real property involved.

**Dominant estate** - Any parcel of real property, usually at a higher elevation, which holds a common law or statutory legal right to drain water onto other real property.

**Drain** - A means of draining either surface or subsurface water through a system of ditches, pipes or tiles, natural, man-made or natural with man-made improvements.

## **YANKTON COUNTY DRAINAGE ORDINANCE # 19**

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**Drainage Administrator** - An official duly appointed by the Commission who is responsible for the administration and enforcement of this ordinance.

**Drainage Board** - Any county board designated under the terms of SDCL 46A-10A-2 or 46A-10A-34.

**Drainage District** - A drainage area with multiple owners that was established under state law prior to July 1, 1985 in which all planning, construction and maintenance of the drainage system conform with a master plan for the district and are funded through an assessment on the benefitted acres within the district.

**Drainage Map** - Any map adopted by resolution of the commission that delineates the extent of county drainage, drainage project, or a coordinated drainage area.

**Drainage Plan** - A document which may illustrate by maps, charts, and other descriptive matter the policies of the commission to interrelate all man-made and natural systems and activities relating to drainage under its jurisdiction.

**Drainage Project** - Any man-made improvements constructed or installed with the intent to drain water.

**Drainage scheme** - A plan or system by which water is drained from one or more parcels of real property onto one or more parcels of real property.

**Engineer** - A professional, registered engineer.

**Entity** - For the purposes of this ordinance the term "entity" shall include a person, estate, trust, corporation, company, partnership, limited liability company, limited liability partnership, governmental unit or any similar organization.

**Established water course** - A fixed and determinate route, either natural or man-made, by which water has flowed from one parcel of real property to another and by which water has been discharged upon a servient estate for a period of time, on such a regular basis and in such quantities as to make it a predictably continuous activity.

**Governing body** - A board of county commissioners, a city council or a city commission.

**Hydric Soil** - Soil types which are formed under saturated conditions.

**Hydrophitic Vegetation** - Vegetative types typically adapted for life in saturated soil conditions.

**Lake** - A land depression having a greater depth of water and having more permanent standing water than either a slough or pond. This definition classifies lakes as type five wetlands or "inland open freshwater" as defined in U.S. Fish & Wildlife Service Circular 39.



## **YANKTON COUNTY DRAINAGE ORDINANCE # 19**

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**Landowner or owner** - Any individual, firm or corporation, public or private, or public agency, who has legal title to real property as shown by the records of the register of deeds of the county in which the real property is situated. If the real property is sold under a contract for deed and the contract is of record in the office of the register of deeds for the respective county, both the recorded owner of the real property and the purchaser as named in the contract for deed are deemed owners of the real property.

**Lateral drain** - For the purpose of regulating the drainage of water means a drain constructed after the establishment and construction of the original drain or drainage system (for which a permit was obtained) and which flows into such original drain or drainage system.

**Legal drain** - A drain or drainage scheme that:

- (a) Is vested under the provisions of SDCL 46A-10 and SDCL 46A-11;
- (b) Has been constructed by a person or by a unit of government under the provisions of past or present law; or
- (c) Has been granted a drainage permit.

**Maintenance** – see Routine Maintenance

**Meandered lake** - Any pond, slough, or lake which has had its boundaries established by metes and bounds in the survey of public lands by government of the United States.

**Modifications to Any Drain** - Modification to any drain shall mean constructing, relocating, extending, deepening, widening, straightening or otherwise altering a surface drain, closed drain, man-made or natural drain, natural water course, ditch, or any other drain for the purpose of a natural water course.

**Municipality** - A city or town, however organized.

**Natural drain** - A drainage system which operates as part of a natural water course, as defined herein.

**Natural water course** - A fixed and determinate route by which water naturally flows from one parcel of real property to another due to the conformation of the land and by which water is discharged upon the land receiving the water. It is not necessary that the force or volume of the flow of water be sufficient to form a channel having a well-defined bed or banks.

**Official Control** - Any ordinance, order, regulation, map, or procedure adopted by a commission to regulate drainage.

**Ordinance** - Any ordinance, as defined in subdivision 7-18A-1(2), adopted by a commission to regulate drainage of both rural and urban areas to provide coordination of drainage projects, individual drainage efforts and drainage areas and to foster conformity with any county drainage plan.

**Party of record** - Any person who submits oral or written testimony and evidence for the record of the state engineer's public hearing.

**Permanent** - A drainage project fixed and in place for a period of time exceeding six months.

## **YANKTON COUNTY DRAINAGE ORDINANCE # 19**

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**Permitted Drainage** - Any drainage project that has been submitted to the Yankton County Drainage Commission and has received an authorized permit to drain.

**Persons** - A person, firm, partnership, association, corporation, or any other type of private legal relationship, and any governmental organization, which includes, but is not limited to, any agency of the United States, a state agency, and any political subdivision of the state.

**Pond** - A land depression where the soil is covered with six inches (15 centimeters) to three feet (0.91 meters) or more of water throughout the growing season. This definition classifies ponds as type four wetland or “inland deep marshes” as defined in U.S. Fish & Wildlife Service Circular 39.

**Private drain** - A drainage system or scheme designed, constructed and maintained by a landowner primarily for his own benefit or a natural drain, whether or not actively maintained, that provides a benefit primarily to one landowner.

**Rural or rural area** - Any territory outside a municipality.

**Routine maintenance** - Any maintenance performed on a vested and/or properly registered drainage system provided:

- (a) The repair or replacement of a closed or lateral drain does not increase the size, capacity or length of the existing drain and the original location of the drain are not altered.
- (b) The removal of sediment or vegetation from a surface drain with man-made improvements if the maintenance does not exceed the original depth and capacity of the channel and the original location of the drain is not altered.
- (c) The filling in of a drain to repair damage caused by erosion.

**Servient estate** - Any parcel of real property, usually at a lower elevation, which is subject to a legal right allowing a dominant estate to drain water onto it.

**Slough** - Includes three types (refer to U.S. Fish & Wildlife Service Circular 39):

- (a) Type one sloughs are “seasonally flooded basins or flats” which includes land depressions where the soil is covered with water, or is waterlogged, during variable seasonal periods but is usually well drained during much of the growing season.
- (b) Type two sloughs are “inland fresh meadows” which includes land depressions where the soil is usually without standing water during most of the growing season but is waterlogged within at least a few inches (centimeters) of its surface.
- (c) Type three sloughs are “inland shallow fresh marshes” which includes land depressions where the soil is usually waterlogged throughout the growing season and is often covered with as much as six inches (15 centimeters) or more of water.

**Stream, Intermittent** - A natural drainage channel indicated by a ~~solid-dot and dash~~ blue line in the most recently published USGS 7.5 minute quadrangle map.

**Stream , Permanent** - A natural drainage channel indicated by a solid blue line in the most recently published USGS 7.5 minute quadrangle map.

## **YANKTON COUNTY DRAINAGE ORDINANCE # 19**

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**Sub-watershed** - The area drains into a specified lake or waterway as identified by the Natural Resources Conservation Services and displayed or described on the “Yankton County Hydrology Map.”

**Surface Drain** - A man-made drain on the surface of the ground.

**Unit of local government** - A municipality, an irrigation district, a water project district, a water user district, a township, a sanitary district, a conservation district or other special district, as defined by South Dakota Codified Law.

**Vested drainage right** - A right to drain water from one property to another, which was established on the basis of SDCL 46A-10A or 46A-11A. Any natural right acquired before July 1, 1985, is deemed vested if recorded at the Register of Deeds before July 1, 1991.

**Water management board** - The state board in SDCL 1-40-15.

**Watershed** - The area which drains into a slough, pond, or lake.

**Wetland** – Those areas which have a predominance of hydric soil, are inundated or saturated by water for at least 15 days during a growing season, and under normal circumstances support hydrophytic vegetation. Reference maps may include the U.S. Natural Resources Conservation Services wetland maps and the U.S. Fish & Wildlife Service National Wetlands Inventory.

## **ARTICLE III**

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## **YANKTON COUNTY DRAINAGE ORDINANCE # 19**

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### **DRAINAGE PERMITS**

#### **SECTION 3.01.**

##### **PERMITS REQUIRED**

A drainage permit shall be required prior to commencing the excavation for, or the construction, installation, or modification of, a drainage project including, but not limited to, the following:

1. Construction or installation of a surface or closed drain.
2. Any draining, filling, diverting, in whole or in part, of a pond, wetland, or lake or filling of a drain.
3. Construction of any lateral drain.
4. Modification of any permitted or vested drainage with the intent of deepening or widening any drainage channel, increasing the size and/or depth of any drainage tile, or the extending or rerouting any drainage work.
5. Improvements to a drainage district or a coordinated drainage area which were not included in the original plans.
6. Modification of any permitted or vested drainage which has the effect of causing an impediment to existing drainage.

#### **SECTION 3.02.**

##### **PERMITS NOT REQUIRED**

A drainage permit shall not be required for the routine maintenance of a drain previously permitted by the Yankton County Drainage Board / Drainage Administrator. Landowners intending to perform routine maintenance of vested drainage, permitted drainage, or other drainage as defined herein are not required to obtain a permit, however, landowners shall notify the drainage administrator prior to performing routine maintenance.

#### **SECTION 3.03.**

##### **APPLICATION FOR A DRAINAGE PERMIT**

Any person required to obtain a drainage permit under this ordinance shall file an application on a form as provided by the County and the required filing fee with the Yankton County Drainage Administrator.

Drainage Permits issued on the basis of plans and applications approved by the Drainage Administrator authorize only the drains or impediments set forth in such approved plans and specifications. Any drainage or impediments to drainage at variance without authorization shall be deemed a violation of this ordinance and shall be punishable as provided by this ordinance.

1. An Application for a Drainage Permit, accompanied with the appropriate fee to be established by resolution shall be completed by the landowner requesting the Drainage Permit. Completed applications shall be returned to the Drainage Administrator for review. To be considered complete, the application form shall be accompanied by the following additional items:



## YANKTON COUNTY DRAINAGE ORDINANCE # 19

- a. A signed statement from the Applicant and Contractor, if applicable, acknowledging each parties' understanding of the proposed project, the drainage ordinance, and zoning regulations applicable to the project as proposed.
- b. A detailed, preliminary site plan, including a map with property legal description, showing the location of the proposed construction. The site plan shall include a description of the length, type, depth and size of the drain, and the location of the proposed outlet, supported by latitude / longitude coordinates (GPS). The actual outlet shall be placed within ~~10% (actual location difference/total distance of project)~~ 250 feet of the proposed outlet location in the preliminary plan. Distances greater than 250 feet must obtain administrative approval for the change.
- ~~a-c.~~ All required easements and any required maintenance agreements and / or easement shall be provided.
- ~~b-d.~~ Identification of sub-watershed(s) to be affected using best available data which shall be deemed to include the Yankton County Hydrology Map as well as any other data which identifies watershed boundaries, provided the source of such information is noted.
- ~~e-e.~~ A copy of any recorded South Dakota Vested Drainage Records and/or a copy of the U.S. Natural Resources Conservation Service (NRCS) or NRCS-CPA-026, with certified drainage systems and referenced wetland maps (where applicable).
- f. The Drainage Administrator may also request that the applicant provide a detailed survey prepared by a professional engineer or surveyor.
- ~~d-g.~~ All signed waivers, including a complete "811 call" notification, for performing drainage work in Yankton County.
- ~~e-h.~~ Any application for any drainage into a road right-of-way must include the written approval of the ~~township board~~ local road authority (when applicable) and Yankton County Commission.
- ~~f-i.~~ Any application for a proposed drainage project which would involve any underground construction on a county road right-of-way must include a validated permit from Yankton County for occupancy for underground construction on county roads right-of-way.
- ~~g-j.~~ Any application for a proposed drainage project which is determined to be of statewide or inter-county significance must be provided to the other counties affected by the applicant.
- ~~h-k.~~ Any other information which the Drainage Administrator may deem necessary for consideration in enforcing the provisions of this Ordinance.

If the Drainage Administrator determines that the application is incomplete or if the information contained therein is insufficient to make an informed decision on the application, the application shall be returned to the applicant for revision.

### **SECTION 3.04.**

#### **NOTIFICATION TO OTHER PARTIES**

A good faith effort must be made ~~by the applicant~~ to notify all property owners of land with the following provisions. The list of landowners to be notified shall be determined by records of the Director of Equalization. The Planning Department shall provide ~~the applicant with~~ "Notice of Hearing" forms ~~for this purpose and the notices shall be given~~ to each owner of record by depositing such notice in the United States Post Office not less than ten (10) days prior to the hearing date and supported by ~~affidavit certifying~~ certified mail receipt that the required mailing

## YANKTON COUNTY DRAINAGE ORDINANCE # 19

was completed. ~~The affidavit shall be provided to the Planning Department at least seven (7) days prior to the hearing date. Certified mailing receipts shall become part of the permanent record. The Applicant's shall, at the applicant's expense, give notice by postage mail with affidavit of mailing. The Planning Department shall give notice~~ of the application for drainage permit to the following parties:

1. ~~As detailed above. All all abutting~~ property owners ~~and (as detailed above) all property owners~~ one-half (1/2) mile above and one (1) mile below the outlet of the proposed drainage or documented Blue Line.
- ~~2. A signed statement from the Applicant and Contractor, if applicable, acknowledging each parties understanding of the proposed project, the drainage ordinance, and zoning regulations applicable to the project as proposed.~~
- ~~3. The Drainage Administrator may also request that the applicant provide a detailed survey prepared by a professional engineer or surveyor.~~
- ~~4.2~~ Any county which will be directly affected by the water to be drained.
- ~~5.3~~ Any municipality which appears to the Drainage Administrator to be adjacent to the property to be drained or its drain outlet as described in the application.
- ~~6.4~~ The South Dakota Departments of Game, Fish & Parks and Department of Interior US Fish and Wildlife Service if directly affected and provided they have a recorded property interest in the water course into which the water is to be drained adjacent to the property to be drained or its drain outlet as described in the application.
- ~~7.5~~ The South Dakota Department of Environment & Natural Resources.
- ~~8.6~~ The applicable street authority (e.g. Township Supervisor(s), Yankton County Highway Superintendent, South Dakota Department of Transportation) for the right-of-way of any highway or roadway within their jurisdiction which will be directly affected by the water to be drained.
- ~~9.7~~ The local U.S. Natural Resources Conservation Service.

### **SECTION 3.05.**

#### **AUTHORITY OF DRAINAGE ADMINISTRATOR TO GRANT DRAINAGE PERMITS**

The Drainage Administrator shall have the authority to grant or deny a drainage permit for the following projects. All other drainage permit applications shall be Yankton County Drainage Commission / Yankton County Drainage Board public hearings.

Administrative Permits:

1. A proposed drainage project which outlets directly from the applicant's property into the legally recognized rivers and streams (both permanent and intermittent blue lines) as defined herein and as delineated on the most recently published USGS 7.5 minute topographic maps. The blue line must be on the applicant's property.
- ~~1.2~~ A proposed drainage project which outlets directly into the legally recognized rivers and streams (both permanent and intermittent blue lines) as defined herein and as delineated on the most recently published USGS 7.5 minute topographic maps but crosses a roadway or abutting property in order to reach the blue line. All parties have received a copy of the drainage permit application materials as required in Section 3.04 Notification to Other

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## YANKTON COUNTY DRAINAGE ORDINANCE # 19

***Parties.*** A permit may be issued if no notified landowner files a written objection within ten (10) days after the certified mailing date. If a written objection is filed, a hearing is required.

- 2.3 A proposed drainage project which outlets directly into a permanent or intermittent stream which is NOT listed on the USGS 7.5 minute topographic maps ~~not listed in #1 (above) or into an existing tile system using the currently installed outlet.~~ All landowners having land abutting the proposed drainage project for at least one-half (1/2) mile above and one (1) mile below the proposed outlet (or legally recognized rivers and streams (blue lines) as defined herein) ~~parties~~ have received a copy of the drainage permit application materials as required in *Section 3.04 Notification to Other Parties*. A permit may be issued if no ~~abutting-notified~~ landowner files a written objection within ten (10) days after the certified mailing date ~~stated on the affidavit of mailing.~~ If a written objection is filed, a hearing is required.

Drainage Commission:

1. A proposed drainage project which does not outlet directly into a permanent or intermittent stream. ~~All parties have received a copy of the drainage permit application materials as required in Section 3.04 Notification to Other Parties.~~ All landowners having land abutting the proposed drainage project for at least one-half (1/2) mile above and one (1) mile below the proposed outlet have received a copy of the drainage permit application materials as required in *Section 3.04 Notification to Other Parties*. The Yankton County Drainage Commission public hearing will provide "Findings of Fact". The Yankton County Drainage Board shall review the YC Drainage Commission "Finding of Fact" (Section 3.09. or Section 3.10. or Section 3.11. or Section 3.12.); in conformance with Section 3.08.
2. A proposed drainage project which outlets directly or indirectly into a public or private road right of way. ~~All parties have received a copy of the drainage permit application materials as required in Section 3.04 Notification to Other Parties.~~ All landowners having land abutting the proposed drainage project for at least one-half (1/2) mile above and one (1) mile below the proposed outlet have received a copy of the drainage permit application materials as required in *Section 3.04 Notification to Other Parties*. The Yankton County Drainage Commission public hearing will provide "Findings of Fact". The Yankton County Drainage Board shall review the YC Drainage Commission "Finding of Fact" (Section 3.09. or Section 3.10. or Section 3.11. or Section 3.12.); in conformance with Section 3.08.
3. A proposed drainage project which outlets into a permanent or intermittent stream, which does not outlet into a permanent or intermittent stream or which outlets directly or indirectly into a public or private road right of way; but has state and/or inter-county significance. All parties have received a copy of the drainage permit application materials as required in Section 3.04 Notification to Other Parties. All landowners having land abutting the proposed drainage project for at least one-half (1/2) mile above and one (1) mile below the proposed outlet have received a copy of the drainage permit application materials as required in *Section 3.04 Notification to Other Parties*. The Yankton County Drainage Commission public hearing will provide "Findings of Fact". The Yankton County Drainage Board shall review the YC Drainage Commission "Finding of Fact" (Section 3.09. or Section 3.10. or Section 3.11. or Section 3.12.); in conformance with Section 3.08.
4. A proposed drainage project which outlets potentially drain water from one watershed with the intent to discharge the water into a different watershed. All parties have received a copy of the drainage permit application materials as required in Section 3.04 Notification to Other

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## YANKTON COUNTY DRAINAGE ORDINANCE # 19

~~*Parties.* All landowners having land abutting the proposed drainage project for at least one-half (1/2) mile above and one (1) mile below the proposed outlet have received a copy of the drainage permit application materials as required in *Section 3.04 Notification to Other Parties.*~~

The Yankton County Drainage Commission public hearing will provide “Findings of Fact”. The Yankton County Drainage Board shall review the YC Drainage Commission “Finding of Fact” (Section 3.09. or Section 3.10. or Section 3.11. or Section 3.12.); in conformance with Section 3.08.

### **SECTION 3.06.**

#### **AUTHORITY OF THE COUNTY TO WAIVE PERMIT HEARING**

The Yankton County Drainage Board is granted authority to issue drainage permits without hearing in the following instances, subject to the conditions as specified below:

1. Construction or installation of a surface or closed drain which meets the following criteria:
  - a. Does not outlet directly into creeks or streams identified on the most recently published USGS 7.5-minute topographic maps;
  - b. Does not outlet directly into lakes, or ponds as defined herein;
  - c. Does not outlet directly into a right-of-way;
  - d. The drain or impediment does not cross a right-of-way; and
  - e. The discharged water is contained entirely on the property from which it originated until it is absorbed or evaporated; or
2. Construction or installation of an impediment to drainage, a surface, or closed drain subject to the following conditions:
  - a. The Drainage Administrator finds the application to be complete and in order
  - b. The applicant delivers with the application written consent from all persons who appear to the officer to own land adjacent to the property to be drained or its drain outlet as described in the application.
  - c. The applicant has filed a copy of the application with those parties designated in *Section 3.04 Notification to Other Parties* of this Ordinance by certified mail addressed to the addresses provided in the application form; or
3. Modifications that do not qualify as routine maintenance, as defined herein, of a drain or impediment of a drain permitted by the Yankton County Drainage Commission subject to the following conditions:
  - a. The Drainage Administrator finds the application to be complete and in order
  - b. The applicant delivers with the application written consent from all persons who appear to the officer to own land adjacent to the property to be drained or its drain outlet as described in the application.

Nothing in this section requires the Drainage Board to grant an application without hearing, and the officer may refer any application to the Drainage Commission for hearing as provided in Section 3.05.

### **SECTION 3.07.**

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### **EMERGENCY DRAINAGE**

In order to protect the public general welfare, the requirement for a permit, hearing, and notice thereon may be waived by the Yankton County Drainage Board in order to facilitate temporary emergency drainage. Within 14 days of the adoption or renewal of temporary emergency drainage, the Drainage Board will hold at least one public hearing with the time and place of the hearing published at least ten days in advance. An emergency measure is limited to six months from the date it becomes effective and may be renewed for six months by the Drainage Board, but it may not be in effect for more than one year. If the emergency drainage is to be permanent, a permit must be obtained and all hearings must be conducted as outlined throughout this ordinance.

### **SECTION 3.08.**

#### **HEARING BY DRAINAGE BOARD**

For all hearings required pursuant to this article, the County shall, publish notice in a newspaper of general circulation in the area of the proposed drainage once a week for two consecutive weeks. The final published notice shall be published not more than fifteen days, or less than five days, before the date set for the hearing. The Applicant shall give notice to all landowners having land abutting the proposed drainage project for at least one-half (1/2) mile above and one (1) mile below the proposed outlet have received a copy of the drainage permit application materials as required in *Section 3.04 Notification to Other Parties*.

1. All persons who appear to the officer to own land adjacent to the property to be drained or its drain outlet as described in the application.
2. Any person who has notified the County in writing of the person's objection to the drainage project proposed,
3. All those parties indicated in *Section 3.04 Notification to Other Parties* and this Ordinance.

Following notification, the Drainage Board shall conduct a public hearing on a drainage permit application or the appeal of an administrative decision.

### **SECTION 3.09.**

#### **EVALUATION OF PERMIT APPLICATIONS**

The Drainage Board shall grant a Drainage Permit to those applicants which demonstrate the following:

1. The flow or quantity of water to be drained will not overburden the water course into which the water will be drained.
2. The drainage will not flood or adversely affect the land of the lower proprietors, or in the case of an impediment to drainage whether such an impediment will not flood or adversely affect upstream land owners. (See Section 3.10)
3. Easements will be granted where required.
4. The drainage will not negatively affect agricultural productivity.
5. The land affected or the land drained is and will remain rural in character.
6. When the land to be drained is rural land, the presumption and factors set forth in SDCL 46A-10A-20 will be satisfied.
7. Adequate precautions have been taken to ensure that roadways will not be negatively impacted.



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8. Recommendations from the Drainage Commission in the "Findings of Fact".
9. Such other factors the Drainage Board determines to be pertinent to the application.

### **SECTION 3.10.**

#### **CRITERIA TO DETERMINE WHETHER DRAINAGE WILL ADVERSELY AFFECT LANDS OF LOWER LANDOWNERS**

The Drainage Board or its designated official shall be guided by the following criteria:

1. Drainage into receiving watercourses which do not have sufficient capacity to handle the additional flow and quantity of water shall be considered to have an adverse effect. The applicant shall be responsible to provide sufficient evidence with third party verification when requested by the Drainage Commission or the Drainage Board.
2. Whether drainage is accomplished by reasonably improving and aiding the normal and natural system of drainage according to its reasonable carrying capacity, or in the absence of a practical natural drain, a reasonable artificial drain system is adopted.
3. The amount of water proposed to be drained.
4. The design and other physical aspects of the drain.
5. The impact of sustained flows.
6. Recommendations from the Drainage Commission in the "Findings of Fact".

### **SECTION 3.11.**

#### **CRITERIA FOR DETERMINING WHETHER DRAINAGE IS OF STATEWIDE OR INTERCOUNTY SIGNIFICANCE**

In determining whether the proposed drainage is of statewide or intercounty significance, the Commission shall be guided by the following criteria:

1. Drainage which would affect property owned by the state or its political subdivisions.
2. Drainage of sloughs, ponds, or lakes having recognized fish and wildlife values.
3. Drainage or partial drainage of a meandered lake.
4. Drainage which would have a substantial effect on another county.
5. Drainage which would convert previously noncontributing areas (based on twenty-five year event – 4% chance) into permanently contributing areas.
6. Recommendations from the Drainage Commission in the "Findings of Fact".

For good cause, the Drainage Board may classify any proposed drainage as having statewide or intercounty significance, or the Drainage Board may determine that certain proposed drainage is not of statewide or intercounty significance.

### **SECTION 3.12.**

#### **HEARING ON APPLICATIONS OF STATEWIDE OR INTERCOUNTY SIGNIFICANCE**

Upon determination of an application of statewide or intercounty significance, the Drainage Board shall set the date, time and place for a public hearing on the application. The purpose of the hearing is to establish a record on which to base a decision as to whether the application to drain shall be granted, and if so, under what conditions the water is to be drained. A hearing shall not be required

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for a drainage project which is not of statewide or intercounty significance. However, the Drainage Board may hold hearings on such applications at its discretion.

### **SECTION 3.13.**

#### **APPEALS OF DECISIONS MADE BY THE DRAINAGE ADMINISTRATOR**

Any decision of the Drainage Administrator may be appealed to the Drainage Board. The applicant or any person aggrieved by a decision shall file a written appeal with the Drainage Administrator within ten (10) working days of the Drainage Administrator's decision. Upon such filing, the Drainage Administrator shall forward the appeal to the Drainage Board.

### **SECTION 3.14.**

#### **OFFICIAL MAPS**

The official map for recording all permitted and vested projects shall be the 7.5 minute topographic illustrations published by the U.S. Geological Survey. The official maps shall be on record in the county Planning and Zoning office.

### **SECTION 3.15.**

#### **DRAINAGE PERMIT FEES**

- General Drainage - \$100.00 plus \$10 per additional ~~non-abutting~~ parcel
- ~~Drainage Permits issued pursuant to Section 3.05. (1),(2) shall be \$50.00~~
- Drainage District or Coordinated Drainage Area - \$100 plus \$10 per additional parcel

Application materials for drainage permits may be obtained at the office of the Yankton County Planning and Zoning.

### **SECTION 3.16.**

#### **DRAINAGE INSPECTION FEE**

Drainage work performed without first obtaining a required permit shall be subject to an inspection fee of \$500.00, in addition to any permit fees, and to cover additional expenses incurred by the

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County.

### **SECTION 3.17.**

#### **CONDITIONS TO PERMITS**

Conditions may be attached to a drainage permit to ensure that the proposed drainage is accomplished in accordance with the purposes of this ordinance.

### **SECTION 3.18.**

#### **EXPIRATION OF DRAINAGE PERMITS**

A drainage permit shall expire and become null and void if the authorized construction is not commenced within eighteen (18) months of the effective date of the permit unless written approval of an extension is given unless otherwise stated by the Board as a condition of granting the Drainage Permit.

## **ARTICLE IV ADMINISTRATION AND ENFORCEMENT**

### **SECTION 4.01.**

#### **POWERS AND DUTIES**

The Drainage Administrator is hereby authorized and directed to enforce all the provisions of this ordinance and establish rules for its administration. The Drainage Administrator in conjunction with the Yankton County Commission may designate technical officers and/or inspectors, attorneys, or other employees that shall be authorized to assist in the administration and enforcement of this ordinance.

### **SECTION 4.02.**

#### **DISTURBING PUBLIC RIGHT-OF-WAYS PROHIBITED**

No person or contractor shall cut a ditch within a public right-of-way, remove silt or soil, alter, obstruct, or otherwise disturb such right-of-way in any way. Such activity shall be a violation of this ordinance and state statute. Any person may request the County Highway Superintendent or Township Board of Supervisors to authorize the clean out and maintenance of a public right-of-way or ditch in order to restore it to its original condition. Township Board of Supervisors does not need a drainage permit to clean out and maintain the township public right-of-ways or ditches.

### **SECTION 4.03.**

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### **RIGHT OF ENTRY**

Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Drainage Administrator or an authorized representative has reasonable cause to believe that there exists upon any premises an ordinance violation, the Drainage Administrator or an authorized representative may enter such premises at all reasonable times to inspect the same or to perform any duty imposed upon the Drainage Administrator by this ordinance, provided that if such property be occupied, the Drainage Administrator shall first present proper credentials and request entry; and if such property be unoccupied, the Drainage Administrator shall first make a reasonable effort to locate the owner or other persons having charge or control of the property and request entry. If such entry is refused, the Drainage Administrator or an authorized representative shall have recourse to every remedy provided by law to secure entry.

When the Drainage Administrator or an authorized representative shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any property shall fail or neglect, after proper request is made as herein provided, to promptly permit entry thereon by the Drainage Administrator or an authorized representative for the purpose of inspection and examination pursuant to this ordinance.

#### **SECTION 4.04.**

##### **ACTIVITIES WITHOUT NOTICE**

The Yankton County Drainage Board may at any time and on its own motion, without notice, remove silt, debris, weeds and other vegetative growth, repair damaged structures, retard and/or restore an unapproved drainage or may take any other action as necessary to maintain the approved drainage improvements.

#### **SECTION 4.05.**

##### **STOP ORDER AND INJUNCTION**

Whenever any work is being done contrary to the provisions of this ordinance, the Drainage Administrator may order the work stopped by notice in writing served on any persons engaged in or causing such work to be done, and any such persons shall forthwith stop such work until authorized by the Drainage Administrator to proceed. In the event of a violation or threatened violation of this ordinance, the Drainage Board, may institute injunction or other appropriate action or proceedings, in addition to other remedies, to prevent the unlawful construction or use of any drainage work.

#### **SECTION 4.06.**

##### **ASSESSMENT AGAINST PROPERTY**

Any and all costs associated with the replacement, repair, restoration, or reconstruction to a

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condition prior to the work performed in violation of this ordinance may be assessed against all of the landowners' real property. Assessments shall be levied in the same manner and method as other assessments pursuant to SDCL 46A-10A and 46A-11.

### **SECTION 4.07.**

#### **INSPECTION FEES**

Any person performing drainage activities without a permit as required under Sections 3.01. and 3.02. shall pay an inspection fee of \$500 in addition to the permit fee. These fees are in addition to the remedies set forth in other sections of this ordinance and may be assessed and collected in the same manner set forth in Section 4.06.

### **SECTION 4.08.**

#### **VIOLATION AND PENALTY**

Any person draining water without a permit is guilty of a Class 1 misdemeanor and may be subject, in addition to any criminal penalty, a civil penalty not to exceed \$1000 per day of violation. Any person violating any other provisions of this ordinance is guilty of a Class 2 misdemeanor and shall be punished pursuant to SDCL 7-18A-2. Each and every day the violation continues may constitute a separate offense.

Violating the terms and conditions of a permit, or violating the ordinances which constitute the permit system, is punishable by a maximum \$1000 fine, thirty (30) days in jail, or both.

### **SECTION 4.09.**

#### **OTHER VIOLATIONS PURSUANT TO STATE STATUTE**

In addition to violations and penalties set forth in Section 4.08.; South Dakota statutes provide for the following offenses and penalties:

- a. SDCL 31-32-7      Destruction, etc., of highway grade or ditch – Violation as misdemeanor.
- b. SDCL 31-32-8      Civil liability for violating preceding sections.
- c. SDCL 31-32-9      Duty of governing body to remove obstructions or repair –  
Recovery of expense from wrongdoer – Temporary  
obstruction for building purposes.
- d. SDCL 31-32-1      Intentionally damaging highway or bridge – Felony.
- e. SDCL 31-12-44      Repairs for wind and water erosion assessed to private



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landowner.

- f. SDCL 31-21-13      Obstruction of ditch as misdemeanor.
- g. SDCL 31-21-12      Civil liability for obstruction of ditch.
- h. SDCL 31-21-11      Entry upon land for maintenance of ditch.
- i. SDCL 31-32-3.1      Intentional dumping on highway right-of-way prohibited –  
Violation as misdemeanor.

### **ARTICLE V DRAINAGE COMPLAINTS**

#### **SECTION 5.01.**

##### **JURISDICTION ON DRAINAGE DISPUTES**

Any landowner may take a drainage dispute directly to circuit court. Whereas the Board of Resolution is composed of the same officials as the Drainage Board in accordance with SDCL 46A-10A-34, the Board of Resolution has jurisdiction to address drainage disputes in the unincorporated area of Yankton County under the following circumstances:

1. The drainage or impediment to drainage was performed prior to September 10, 1991.
2. New information or evidence exists which was not available for consideration by the Drainage Board when the permit for the specified drainage project was issued.

#### **SECTION 5.02.**

##### **FILING A COMPLAINT**

Any aggrieved landowner may file a drainage complaint by setting forth the facts of the drainage dispute in writing and submitting it to the Yankton County Planning and Zoning office. The complaint shall include the name and address of the complainant, the location of the property which has suffered damage or may suffer damage, the name and address of the respondent, the name and address of the landowner (if different than the respondent), and the location of the property against which the complaint is being registered. The complaint shall fully describe the nature of the complaint and include any damages the complainant feels have been incurred, along with documentation in support of those damages. When possible, the complaint should detail the type and location of work, and when the work occurred. The Board of Resolution may require that a drainage complaint include expert reports from a professional engineer or surveyor at the

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complainant's expense. These expert reports may be requested by the Board of Resolution at the time that it initially reviews and accepts jurisdiction of the drainage complaint, or if after it has been presented with information at a hearing, the Board of Resolution may determine that expert reports are necessary in order to proceed.

Upon acceptance of jurisdiction of a drainage complaint by the Board of Resolution, the Drainage Administrator shall serve the respondent with a notice and a copy of the drainage complaint by certified mail, return receipt requested.

### **SECTION 5.03.**

#### **HEARING ON COMPLAINT**

Upon receiving the return receipt or notification that the certified mail was refused by the respondent, the Drainage Administrator shall schedule a hearing. The Drainage Administrator shall notify all affected parties by postage prepaid, certified mail of the date and time for the hearing not less than seven (7) days prior to the public hearing. If after notice, either party cannot attend the scheduled hearing and wants to appear personally, said party shall, not less than five (5) business days prior to the scheduled hearing, request a continuance. The request for continuance must be provided to both the Board of Resolution and all other affected parties. The Board of Resolution may in its sole discretion grant or refuse the request for a continuance.

At the time set for hearing, any interested individual shall have the opportunity to appear and be heard. The parties may submit affidavits and/or oral testimony and other evidence for consideration by the Board of Resolution. In lieu of appearing personally, a party may submit its evidence to the County Auditor prior to the hearing to be submitted to the Board of Resolution for consideration. Failure of a party to appear at such hearing shall result in the hearing being held with whatever party does appear, and the Board of Resolution shall consider all evidence submitted to it.

The Board of Resolution may make a decision regarding the drainage dispute at the hearing, may defer the item pending additional information from either of the disputing parties, or may hold additional hearings on the dispute. Complaints may be upheld upon an affirmative vote of three-fourths of the full membership of the Board of Resolution. Any decision shall be consistent with the provisions of SDCL 46A-10A-20. Both parties shall be notified by first class mail of the Board of Resolution's decision.

### **SECTION 5.04.**

#### **APPEAL OF BOARD DECISION**

Any affected party may appeal the Board of Resolution's decision on a drainage dispute to circuit court. Such appeal shall commence within twenty (20) days from the decision by the Board of Resolution per SDCL 46A-10A-35.