AGENDA

Codington County Board of Commissioners
Codington County Courthouse, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Friday, December 27, 2019

1. Pledge of Allegiance

2. Conflict of interest items

3. Call for Public Comment

4. Action to approve the agenda

5. Action to approve the minutes of December 17, 2019

6. Public Hearing and action to approve a malt beverage license application for Gordon Kliegel, d.b.a. Rauville Station

7. Monthly reports
   a. Emergency Management
   b. Sheriff

8. Closing audit conference with SD Dept. of Legislative Audit

9. Action to approve a copier/fax/scanner purchase for the Auditor’s office as budgeted in 2020

10. Action to approve an agreement for 2020 zoning services with First Dist. Assoc. Local Govt.

11. Action to renew contract with LSS for BHDP (Behavioral Health Deflection Program)

12. Action to accept resignation of Facilities Manager and action to advertise the position

13. Action to approve Commissioners Contingency transfers

14. Note Watertown Elks Lodge #838 intent to hold various raffles

15. Action to approve 211 Program MOU and authorization Chairman to sign application

16. Discussion/possible action to approve a revised Memorial Park Campground Managers contract

17. Discussion/possible action to renew Capital Outlay Resolution

18. Action to designate future building funds

19. Action to approve claims for payment

20. Action to approve automatic budget supplements – haul road agreement reimbursement
21. Action to approve personnel changes

22. Action to approve travel requests

23. Public Notices — a possible quorum of Commissioners could be in attendance at:

24. Old Business

25. New Business

26. Open
   a. Public Comments
   b. Commission Comments

27. Action to enter into Executive session per SDCL 1-25-2
   (1) Discussion of personnel issues
   (2) Consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters
   (3) Preparing for contract negotiations with employees or employee’s representatives
   (4) Discussing information listed in SDCL 1-27-1.5 (8) and 1-27-1.5 (17) (safety or disaster)

28. Action to adjourn until 9:00 a.m., Tuesday, January 7th, 2020; at the Codington County Courthouse

Codington County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of service.
December 17, 2019

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, December 17, 2019, at the Codington County Courthouse. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chairman, Myron Johnson, presiding. Commissioner Johnson led the pledge of allegiance.

CONFLICT OF INTEREST ITEMS
There were no conflict of interest items to note.

CALLS FOR PUBLIC COMMENT
Chairman Johnson called for public comments for the Open, none were forthcoming.

AGENDA APPROVED
Motion by Hanten, second by VanDusen, to approve the agenda as posted; all voted aye; motion carried.

MINUTES APPROVED
Motion by Hanten, second by Gabel, to approve the minutes of December 10, 2019; all voted aye; motion carried.

MONTHLY REPORTS
Deputy Maintenance Supervisor, Jeff Hershman, reported the Ag. Building remains busy with events and Farm Show preparation, the Courthouse door locking system has been updated and the sprinkler project will begin in February, and the Detention Center did experience cable TV problems which have been resolved. Highway Supt., Rick Harley, reported the project to build up County Road 8-1 has been completed; County Road 4-1, south of Wallace, has been stabilized and the shoulder has been extended out to rip rap; Clausen and Sons have started the rip rap project on County Road 8-2, 4 miles west of Kampskea Lodge; on 12/9 the Highway Supt. and Emergency Management Office met with FEMA officials to inspect County Roads 8-2 and 10-1 to determine if the sites qualified for the most recent disaster declaration; the culvert installation project has been completed by Jeff Argo Excavating on County Road 23-4; the Highway Dept. plowed snow on 12/9, and hauling of gravel continues as weather permits.

CULVERT INSTALLATION PROJECT CHANGE ORDER
Motion by Gabel, second by Waterman, to approve a change order, in the amount of $1,431.13, for the Culvert Installation Project on County Road 23-4; due to the need for an extra load of rip rap to complete the project; bringing the total project cost to $15,614.83; all voted aye; motion carried.

RUMBLE STRIP PROJECT
Motion by VanDusen, second by Waterman, to authorize the Chairman to sign a joint powers agreement between the SD DOT and Codington County for a rumble strip/striping project identified as Roadway Safety Improvement Project Number PH 0010(155) PCN 06TV, located on various County roads. Highway Supt., Rick Harley, explained the cost of this project will be covered 100% by the SD DOT and the maintenance of the project will be the responsibility of the County. The Highway Supt. indicated the project will take place at the intersection of State Highway 212 and County Road 23 (442 Ave) and at the
intersection of County Roads 20-6 and 9A (176 St and 459 Ave). Upon vote of the Board; all voted aye; motion carried.

**SDSU 4-H YOUTH ADVISOR M.O.U.**
Motion by Gabel, second by Hanten, to authorize the Chairman to sign the Memorandum of Agreement between the SDSU Extension and Codington County for partial salary support of the 4-H Youth Advisor position, suitable office space for said Advisor, office administrative support, office supplies, travel expenses, etc., subject to the County’s budgetary authority. The County further agrees to furnish office space and provide sufficient funds (office supplies, postage, telephone, and technology charges) for 1 (one) Family Nutrition Program nutrition assistant. The amount the County will pay SDSU is $20,621.00 for the calendar year 2020. Upon vote of the Board; all voted aye; motion carried.

**DEPUTY STATES ATTORNEY POSITION**
Motion by Gabel, second by Hanten, to advertise the position of full-time Deputy States Attorney to fill a pending vacancy and per the request of States Attorney, Rebecca Morlock Reeves; all voted aye; motion carried.

**2020 LEGISLATIVE SESSION**
State Senator, District 4, John Wilk; and State House of Representatives, District 5, Hugh Bartels and Nancy York; met with the Board to discuss the upcoming 2020 Legislative Session, including the following bills of interest/pertinent to Counties:

1. A bill to minimize costs to taxpayers for County infrastructure projects by the allowance of a half-cent (.05) sales tax for Counties
2. A bill to allow a one-cent (1.0) Bed, Board, and Booze tax for Counties to fund Public Safety, Law Enforcement, and Justice expenses
3. A bill to support addressing of Behavioral Health issues
4. A bill for State participation in the update of radios for the State digital radio system
5. A bill to eliminate the double tax (excise tax) on local capital improvement projects
6. A bill to allow for honest mistakes in publishing ordinances and other items online

Emergency Management Director, Jim Sutton, also participated in this discussion relating to the update of radio equipment. The Board expressed thanks to the Legislators for their input and discussion of issues important to Counties. Representative York commended Commissioner Hanten for her work with Transitional Housing in Codington County.

**211 PROGRAM**
Motion by Hanten, second by VanDusen, to formally commit the Codington County Board of Commissioners to the implementation of a 211 Program within Codington County and to pursue the development of a M.O.U., seeking partners and cost sharing for the project; all voted aye; motion carried.

**MEMORIAL PARK CAMPGROUND MANAGERS CONTRACT**
Commissioner VanDusen advised the Board that a revised Memorial Park Managers contract has been sent to the States Attorney for review.

**CLAIMS**
Motion by Hanten, second by Waterman, to approve a claim payable to Jeff Argo Excavating, in the amount of $15,614.83, for the completion of the County Road 23-4 culvert installation project as previously bid; all voted aye; motion carried.

Codington County, December 17, 2019
PERSONNEL CHANGES
Motion by Hanten, second by VanDusen, to accept the resignation of Deputy States Attorney, Chad Nelson, effective December 31, 2019; all voted aye; motion carried. Motion by Hanten, second by Gabel, to approve the following personnel changes and estimated 2020 wages; Jeannie Ochsendorf, promoted to Community Health Office Coordinator, step 9/$20.84 per hour, 1/1/2020 and Sara Amann, Community Health Deputy Office Coordinator, step 7/$19.22 per hour, 1/1/2020; all voted aye; motion carried.

TRAVEL REQUEST
Motion by Gabel, second by VanDusen, to approve the following travel request: Welfare Director, 2020 NACo Legislative Conference. Following a brief discussion regarding benefits to the County with the Welfare Director’s nomination to the NACo Health Policy Steering Committee and requiring a report to this Board, from the attendee, following the conference, the following vote was taken; Gabel, Waterman, Johnson, and VanDusen voted aye; Hanten voted no; motion carried.

EXECUTIVE SESSION
Motion by Hanten, second by VanDusen, to enter into executive session at 10:31 a.m., per SDCL 1-25-2, to discuss personnel issues; all voted aye; motion carried. The Board returned to regular session at 11:09 a.m. No action was taken after executive session. Auditor, Cindy Brugman, was present for executive session and Human Resource Officer, Terry Satterlee, was present via teleconference.

ADJOURNMENT
There being no further business to come before the Board a motion was made by Hanten, second by Gabel, to adjourn at 11:09 a.m., until 9:00 a.m., Friday, December 27th, 2019; all voted aye; motion carried.

ATTEST:

____________________________________
Cindy Brugman
Cedington County Auditor

Cedington County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of service.

Published once at the total approximate cost of $___________

Cedington County, December 17, 2019
# PROPOSAL

**PREPARED ESPECIALLY FOR:** Codington Co Auditor
Watertown, SD

**DATE:** December 11, 2019

<table>
<thead>
<tr>
<th>Item Description</th>
<th>List</th>
<th>Your Price</th>
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<tr>
<td>Toshiba e-Studio 3015AC</td>
<td>$16,277.00</td>
<td>$4,651.00</td>
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</tbody>
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  - 30 Page Per Minute Black & Color
  - 600 x 600 DPI
  - Standard 1,200 Sheet Paper Capacity
  - Automatic Duplex Unit
  - 4GB Memory
  - 320GB Self Encrypting Drive
| MR3011B Reversing Automatic Document Feeder            | $1,675.00 | $601.00    |
| MJ10-2B Stapling Inner Finisher                        | $1,760.00 | $801.00    |
| GD1370N Fax                                            | $1,025.00 | $572.00    |
| STAND5005 Stand                                        | $299.00  | $146.00    |

**Total Purchase Price**

$21,036.00

$6,771.00

*Trade in Toshiba e-Studio 3040c*

**Option:**
*Replace MJ1042B with MJ1109B Console Finisher & KN5005 Bridge Kit*  
*Add: $366.00 to the above total price*

**Service Agreement**

Black $0.0105 per copy  
Color $0.072 per copy

Includes toner, developer, drums, supplies, parts, maintenance, service calls, and labor. Excludes staples and paper. Minimum 3,000 black & 500 color copies per month.

**15 Amp Power Manager**  
$170.00

Quote good for 30 days.

**THE ABOVE PRICES INCLUDE:** Freight, Delivery, Warranty, and Satisfaction. All Prices Subject to Sales Tax.

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signature

sl_codeaud3015ac
LETTER OF AGREEMENT
BETWEEN
CODINGTON COUNTY
AND
FIRST DISTRICT ASSOCIATION OF LOCAL GOVERNMENTS

This agreement is hereby entered into between the First District Association of Local Governments, hereinafter referred to as "District" and Codington County, hereinafter referred to as the "County."

I. PURPOSE

A. Provide administrative and technical assistance services to County Planning Commission and County Commission in the areas of zoning and drainage.

II. DISTRICT RESPONSIBILITIES

District Staff shall:

A. Be empowered to act in the official capacity of Zoning Officer and Drainage Official for Codington County.

B. Prepare and/or review public notices and forward them for publication in order that legal requirements for said publications are met.

C. Prepare complete agendas with appropriate attachments in order to prepare Planning Commission, Board of Adjustment, and County Commission members for meetings.

D. Make recommendations on items that require board action. Recommendations shall provide options and/or alternatives as appropriate.

E. Keep States Attorney Office informed of potential problem areas. District shall request assistance when legal interpretation is required and request States Attorney Office participation in meetings after consulting with the County Commission representative on the Planning Commission.

F. Coordinate with the Assistant to the Zoning Officer in the processing of applications.

G. Review, update, and/or establish administrative procedures which may include application forms, sample notices, and an administration manual.

H. Review and provide amendment recommendations regarding existing comprehensive plan, zoning, subdivision, and drainage ordinances.

I. Provide a minimum of five hundred (500) hours of administrative and technical services with a maximum cap of up to six hundred (600) hours.

J. Will establish office hours at the Codington County Extension Building.

K. Provide services according to this agreement starting January 1, 2020, and ending December 31, 2020.
III. CODINGTON COUNTY RESPONSIBILITIES

Codingson County shall:

A. Inform States Attorney Office of this agreement.

B. Agree to indemnify and hold the First District harmless from and against any and all claims, actions, suits, losses, damages and liabilities, including attorney fees and costs of defense arising from any contention or allegation, whether well founded or otherwise, based on any acts of conduct of the First District or its staff which are reasonably necessary to effectuate the purpose of this agreement.

IV. COMPENSATION

A. Codingson County shall pay the District forty-eight dollars ($48.00) per hour, the sum not to exceed twenty-eight thousand eight hundred dollars ($28,800) for services as described in II. District Responsibilities, above.

B. Codingson County shall pay the District the federal mileage rate (currently $0.580 per mile), subject to change, when First District staff utilizes personal vehicle to conduct site inspections. Mileage cost not to exceed six hundred fifty dollars ($650).

C. The District will submit quarterly vouchers.

D. Total maximum contract amount twenty-nine thousand four hundred fifty dollars ($29,450).

V. OTHER PROVISIONS

A. Amendment Provision: This contract contains the entire agreement between the parties and may be amended only in writing signed by both parties.

B. Termination Provision: This agreement can be terminated upon thirty (30) days written notice by either party.

C. Insurance Provision: The District agrees to, at its sole cost and expense, maintain adequate general liability, worker's compensation, professional liability, and automobile liability insurance during the period of this agreement. Certificates of insurance may be required.

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

_________________________  _________________________  __________________________
District Date Codingson County Commission Date

ATTEST:

_________________________  _________________________
Codingson County Auditor Date
Behavioral Health Deflection Pilot Program
2017-2019

2017
108 REFERRALS

51% were VIABLE CONTACTS
  • Not Juvenile
  • Valid Contact Info

OF VIABLE CONTACTS
28% RECEIVED SERVICES

18 SERVICES PROVIDED

2017

Intensive Case Management 11%
Basic Case Management 17%
Refused 72%
Behavioral Health Deflection Pilot Program
2017-2019

2018
185 REFERRALS

54% were VIABLE CONTACTS
- Not Juvenile
- Valid Contact Info

OF VIABLE CONTACTS
56% RECEIVED SERVICES

73 SERVICES PROVIDED
Behavioral Health Deflection Pilot Program

2017-2019

83 referrals

- 75% were VIABLE CONTACTS
  - 25% were NOT VIABLE CONTACTS

- 40% received contacts
- 50% received contact info
- 69% received services

38 services provided
CONTRACT EXTENSION AGREEMENT

This CONTRACT EXTENSION AGREEMENT ("Extension") is between Codington County ("County"), a political subdivision of the State of South Dakota, through the County Welfare Office, and Lutheran Social Services of South Dakota ("LSS"), a private non-profit corporation, for the purpose of acquiring deflection services for persons with behavioral health issues.

Whereas a Contract for the Behavioral Health Deflection Services ("BHDP") between the parties expires on January 1, 2019, and the parties want to extend and continue said Contract; it is agreed that said Contract is extended for an additional term commencing upon the expiration of the latest term and shall now expire on December 31, 2020.

Codington County will compensate LSS as specified in Original Contract, with total compensation not to exceed twenty-nine thousand eight hundred sixty-seven dollars ($29,867.00). LSS will provide a monthly invoice to County Welfare, providing sufficient detail to justify the submitted costs. LSS will bill the County only for time actually worked in the program, and mileage at $0.535 per mile.

This extension shall be on all other terms and conditions as stated in the original Contract with the addition that the Codington County Welfare Office may provide referrals.

SIGNATURES

Provider Signature- Lutheran Social Services Dated

Director
Codington County Welfare Dated

Chairman
Codington County Commission Dated
CONTRACT

This contract is between Codington County ("County"), a political subdivision of the State of South Dakota, through the County Welfare Office, and Lutheran Social Services of South Dakota ("LSS"), a private non-profit corporation, for the purpose of acquiring law enforcement deflection services for persons with behavioral health issues.

The contract becomes effective January 1, 2019 and expires twelve (12) months after that date. Either party may terminate this contract, for any reason or no reason, upon 30 days notice to the other party. Upon such termination, LSS will provide a final billing to the County within 30 days of the last day of the contract period.

In return for the compensation provided, LSS will deliver services as specified in the attached Request for Proposal (Attachment A), the clarifications to the RFP (Attachment B), the proposal for services (Attachment C), and the revised budget proposal (Attachment D), all of which are hereby incorporated into this contract.

Codington County will compensate LSS as specified in Attachment D, with total compensation not to exceed twenty-nine thousand eight hundred sixty-seven dollars ($29,867) annually. LSS will provide a monthly invoice to County Welfare, providing sufficient detail to justify the submitted costs. LSS will bill the County only for time actually worked in the program, and mileage at $.535 per mile.

The following conditions/additions/clarifications apply to the LSS proposal:

- For this initial contract for services in the Behavioral Health Deflection Program, LSS will provide 0.38 FTE staff member.
- The initial caseload for the program shall be 5 persons, and the caseload will increase to a maximum of 15 persons by the end of the initial contract period, depending on the intensity of services required.
- LSS will contact persons who have been placed on mental health holds to ascertain their degree of connections with community resources, and will facilitate connections to services for those in need thereof.
- The initial group of participants will consist of persons with behavioral health issues who are cleared on scene by a law enforcement official, who are not linked to community services and whom the law enforcement official believes would benefit from the program.
- LSS will, if possible, obtain a signed release of information form from each participant.
- LSS will choose whether or not to serve potential participants who have records of sexual offenses on a case-by-case basis, with the safety of the case manager being the foremost consideration.
- The first contact between the case manager and participant shall occur within 24 hours of LSS’s notification of the potential case.
- LSS will strive to hold the first face-to-face meeting as soon as possible. At the first meeting, the case manager and participant will create a Safety Plan for the participant.
- Within the first two weeks of service, LSS will complete an assessment of the participant's case, and will create an action plan;
- LSS and the County will create an mutually-agreed-upon assessment form to be used with program participants.

LSS and County Welfare acknowledge that, because this is a contract for a pilot program, various testing, conditions and/or requirements of this contract may be modified as the program continues. LSS and County Welfare staff will meet regularly to discuss the success of the program, and any desired modifications thereof. Such modifications will be incorporated upon agreement of both parties and will take effect upon a negotiated date.

Notwithstanding the provisions of SDCL 36-32-12 or any accompanying statute, regulation or policy, LSS will provide a staff person who is (a) a licensed professional counselor (LPC) or has the equivalent mental health professional license from another jurisdiction, or (b) a person who is actively in the process of gaining baccalaureate level as an LPC or the equivalent.

LSS agrees to comply in full with all licensing and other standards required by Federal, State, County or City statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County or City statute, regulation or ordinance or through LSS's failure to ensure the safety of all individuals served is assumed entirely by LSS.

LSS certifies, by signing this contract, that neither it, its principals, nor any of its employees performing services under this contract are presently debarred, suspended, proposed for debarment,declared ineligible, or voluntarily excluded from participation in transactions by the federal government or any state or local government department or agency. LSS further agrees that it will immediately notify the County if, during the term of this contract, LSS or its principals or any of its employees performing services under this contract become subject to debarment, suspension, proposed for debarment, or declared ineligible from participating in transactions by the federal government, or by any state or local government department or agency.

LSS agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility, the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the County. The County, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this contract.

LSS agrees to hold harmless and indemnify Codington County, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require LSS to be responsible for or defend against claims or damages arising solely from errors or omissions of the County, its officers, agents or employees.
LSS shall maintain general liability insurance or an equivalent form with a limit of not less than $1,000,000 per occurrence, professional liability insurance with a limit of not less than $1,000,000, workers' compensation and employers' liability as required by the State of South Dakota, and business liability insurance or an equivalent form with a limit of not less than $500,000 for each accident, such insurance include coverage for owned, hired, and non-owned vehicles.

Confidentiality of Information: For the purpose of this paragraph, "County Proprietary Information" shall include all information disclosed to LSS by the County. LSS acknowledges that it shall have a duty to not disclose any County Proprietary Information to any third person for any reason without the express written permission of a County officer or employee with authority to authorize the disclosure. LSS shall not: (i) disclose any County Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of County Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make County Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. LSS is held to the same standard of care in guarding County Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding County Proprietary Information in the strictest confidence. LSS shall protect confidentiality of the County's information from the time of receipt to the time that such information is either returned to the County or destroyed to the extent that it cannot be recalled or reproduced. County Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to LSS; (ii) was known to LSS without restriction at the time of disclosure from the County; (iii) that is disclosed with the prior written approval of the County's officers or employees having authority to disclose such information; (iv) was independently developed by LSS without the benefit or influence of the County's information; (v) becomes known to LSS without restriction from a source not connected to Codington County. County Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the County provides services of any kind. LSS understands that this information is confidential and protected under applicable state law and applicable federal regulations and agrees to immediately notify the County if the information is disclosed, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Provider acknowledges that the County and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the County to take any action that the County reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this agreement require additional security requirements or clearance, LSS shall be required to undergo investigation.

MOU: The Codington County Welfare Office, the Codington County Sheriff’s Office and the Watertown Police Department have signed a Memorandum of Agreement that outlines each entity’s role in the Behavioral Health Deflection Program. Under this contract, LSS agrees to
cooperate with the partners in the MOU and comply with the terms of the MOU regarding the sharing of needed information for the program.

Criminal Background Check: LSS agrees that any staff person hired to provide services in this project will undergo and pass a criminal background check, and LSS will provide documentation regarding that background check to the County upon request.

SIGNATURES

[Signature]
Provider Signature
Lutheran Social Services
1/29/19
Dated

[Signature]
Director
Cochrane County Welfare
1/29/19
Dated

[Signature]
Chairman
Cochrane County Commission
2/10/19
Dated
REQUEST FOR PROPOSALS

Codington County, SD hereby issues this Request for Proposals (RFP) for the provision of behavioral deflection services in the Watertown community and surrounding areas. Proposals from qualified vendors must be received by January 30, 2017, no later than 5:00 pm. The contact person for this RFP is Sarah Petersen, County Welfare Director, at 605-882-6286. Proposals must be received at the Codington County Welfare Office, 24 1st Ave SE, either via mail, in-person delivery, email to codwelfare@codington.org or fax to 605-882-5243. Late proposals will not be considered and will be returned unopened to the proposer.

Codington County may issue one or multiple contracts for the services described herein. This RFP does not obligate the County to issue any contract, nor does it obligate the County to pay for the costs of preparing a proposal. Codington County reserves the right to negotiate with any proposer to reach the agreement that is most advantageous to the County.

PROGRAM DESCRIPTION

Behavioral Health Deflection

Oftentimes, persons with behavioral health issues have multiple contacts with law enforcement officials (LEOs) without those contacts leading to arrest and incarceration, but still absorbing significant amounts of time and resources from the LEOs. In other instances, LEOs have no choice but to arrest a person with behavioral issues, because there is no practical alternative to arrest when other available community resources (e.g. Safe Room) are being utilized fully. The aim of the Behavioral Health Deflection Program is to prevent unnecessary incarcerations by providing needed services to the indigent persons with behavioral illness as a means of connecting them with needed services. The Program is not intended to duplicate or compete with existing services, but rather to provide outreach to help individuals to engage services at the point they are ready to do so.

NOTE: The Behavioral Health Deflection Program, by intent, incorporates the Harm Reduction model. Harm Reduction refers to policies, programs and practices that aim primarily to reduce the adverse health, social and economic consequences of behavioral health issues and/or the use of legal and illegal psychoactive drugs without necessarily reducing drug consumption. Harm reduction benefits people who use drugs, their families and the community. Harm Reduction is an approach to criminal justice and health care, which recognizes that, while certain behaviors like drug and alcohol use or other behavioral health issues may have harmful effects on individuals and communities, not every person is ready, willing, or able to abstain from such behaviors immediately. Using tools such as motivational interviewing and stages of change models, providers and individuals can address the complex behavioral health issues and other health and social service needs an individual may have while avoiding the traditional sanctions for “non-compliance” and relapse. Success within a harm reduction framework is defined by engagement in the process and incremental goal achievement, building self-efficacy, and removing stigma from the provider-client relationship.
Throughout the life of the program, the vendor shall cooperate with the County in the collection of data regarding the progress of the program. See “Performance Measurement” section for specific data requirements.

**Deliverables**

The Behavioral Health Deflection Program staff member will provide services including, but not limited to, the following:

- Establishing strong working relationships with local law enforcement officials, to assure that the maximum number of interventions will occur;
- Working 20 hours per week and be available 4-5 days per week;
- Anticipated caseload will be agreed upon at contract;
- Assisting LEOs as appropriate to follow up with de-escalated interventions;
- Establishing and maintaining appropriate professional relationships with persons with behavioral health issues;
- Assessing individual needs and determining what services are available to assist in meeting those needs;
- Advocating for eligible persons to receive community-based services and/or supervision as alternatives to incarceration;
- Creating individual service plans with clients to guide their movement toward life changes;
- Coordinating all activities to place clients into appropriate services;
- Working to assure that clients stay in services as long as needed;
- Reassessing client needs periodically over time to measure progress or regress;
- Ensuring continuity of care through ongoing client advocacy, support and intervention as needed; and
- Monitoring client progress and ensuring that information is shared with appropriate entities, including clients, referral sources, and service providers.
- Working collaboratively with the County in collecting and sharing data.
- Any interested client uninsured will be referred to appropriate medical/medication assistance sources.
- Any interested homeless client consumers will be referred to emergency housing services.

**Performance Measures**

The goal of the program is to improve the lives of individuals with behavioral health issues by assisting them to gain access to case management and other appropriate resources in the community.

Success will be measured by the program’s ability to lead individuals to engage in community-based care in order to improve behavioral health outcomes and reduce future law enforcement contacts. Progress will be tracked based upon the number and percent of clients who are linked to intensive case management.
The proposer shall provide a list of suggested performance measures, which list will be subject to negotiation during contract. Anticipated areas of performance measurement include, but are not limited to, the following:

1. Number of Individualized Care Plans developed, including linkages with behavioral health services.
2. Targeted number of persons complying with their Individualized Care Plan.

The successful proposer will collect data using a standard tool and an electronic report that will be provided at the time of award. Data will be collected using the standard tool at three data collection points: intake to services, six months post intake, and at discharge. Data elements include, but are not limited to, the following:

- number of individuals served;
- rates of participation in treatment and disability support services;
- employment;
- housing stability;
- criminal justice involvement;
- social connectedness;
- risk factors;
- services provided;
- service linkages (e.g. substance abuse treatment, housing, etc) — completed and incomplete;
- hospitalization in community hospital or evaluation and treatment facility; and
- changes in frequency and duration of law enforcement contacts.

The successful proposer shall participate in regular periodic meeting with the County’s program manager, to discuss data collection, findings, program progress and other relevant issues. The staff member shall also participate in the meetings of the Stepping Up Initiative Committee, and other meetings as required by the County.

Capacity

Each proposal must include a statement of organizational capacity in order to demonstrate its ability to provide the services described in this Request for Proposals.

Training

Each proposal must include a statement of the proposer's compliance with the requirements of this Request for Proposals, including training required by the County.

Codata County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of service.
Further information regarding Behavioral Health Deflection Program (BHDP) RFP.

CORRECTION: The phone number for the Codington County Welfare Office is 605-882-6286.

1. The Program was created as part of Codington County’s Stepping Up Initiative (SUI) activities. The SUI is a nation-wide effort aimed at reducing the number of persons with mental illness in jail. Codington County began its SUI activities in 2015, and has now reached the point of creating programming to meet the gaps that have been identified as a result of those activities.

2. The BHDP is intended to be an outreach service for persons whose cases currently fall into an identified gap in services in Codington County. At this time, there is no identified funding available to serve persons with behavioral issues who have had initial interactions with law enforcement, but have not been arrested, confined or committed.

3. The BHDP is not intended to replicate any existing service, nor is it intended to compete with existing service providers. It is intended to help persons who fall into the above-discussed gap, so that they can be connected to exiting community-based services and resources.

4. THE BHDP is not intended to be a follow-up service for persons involved in crisis-level contacts with law enforcement. It is intended to provide follow-up for persons whose needs for services are at a lower intensity (i.e. non-crisis) - those persons are currently not connected to existing services.

5. The target population for the BHDP is persons who self-select to participate.

6. The BHDP will assess needs, prioritize those needs, and provide assistance to participants so that they become connected to appropriate services in the community.

7. The success of the BHDP will be measured in part by its ability to address behavioral health needs of the participants at a lower level, before those needs escalate to crisis-level. In doing so, the Program is anticipated to prevent or reduce crisis-level situations among the target population.

8. The intent of the RFP is that there will be one staff person, not multiple persons.

9. The proposer will be required to demonstrate its awareness of community resources.
Behavioral Health Deflection Services
A proposal from
Lutheran Social Services of South Dakota

January 30, 2017

Executive Summary

Lutheran Social Services of South Dakota proposes to provide behavioral health case management services to Codington County as described in the County's request for proposals. We will provide a .5 FTE case manager based in the LSS Watertown Counseling Services. Performance measures will include the number of individualized care plans developed and the number of persons complying with their individualized care plan.

LSS has a history of providing professional mental health services in Watertown since the 1990s. We provide outpatient mental health counseling, substance abuse counseling, and group therapy. For more than a decade, LSS has collaborated with the South Dakota Department of Corrections, Department of Social Services, and U.S. Probation to provide counseling and case management services for justice-involved individuals in the Watertown area.

Program Contacts

Program Manager
Mary Johnson, CSW-PIP, QMHP
Clinical Supervisor
LSS Counseling Services, Watertown
1424 9th Ave. SE, Ste. 7
Watertown, SD 57201
605-882-2740
Mary.Johnson@LssSD.org

Authorizing Official for Contract
Rebecca Kiesow-Knudsen
Vice President, Community Services
Lutheran Social Services of South Dakota
705 E. 41st St., Ste. 200
Sioux Falls, SD 57105-6048
605-444-7561
Rebecca.Knudsen@LssSD.org

Program Description

Lutheran Social Services of South Dakota will collaborate with Codington County to help prevent incarceration among indigent persons with behavioral illnesses. A .5 FTE case manager will base methods on the Harm Reduction model, aiming to reduce the adverse consequences of
behavioral health issues and substance use while understanding that the individual may not
nenecessarily reduce their substance use. The case manager will be available 20 hours per week
distributed over four to five days during the week. Part of the case manager's role will be to
establish strong working relationships with local law enforcement officials.

When an individual is referred to case management by law enforcement, the case manager will:

- Assist law enforcement as appropriate to follow up with de-escalated interventions.
- Establish a trusting professional relationship with each individual client.
- Assess the individual's needs and determine what services are available to assist in
  meeting those needs.
- Work with the client to develop an individual service plan as a guide toward the client's
  life changes.
- Advocate for the individual to receive community-based services and/or supervision as
  an alternative to incarceration.
- Coordinate activities to place clients into appropriate services.
- Work to ensure that clients stay in services as long as needed.
- Re-assess client needs periodically over time to measure progress or regress.
- Ensure continuity of care through ongoing client advocacy, support and intervention as
  needed.
- Monitor client progress and ensure that information is shared with appropriate entities,
  including clients, referral sources, and service providers.
- Collaborate with the County in collecting and sharing data.
- Help uninsured clients access appropriate assistance sources for medical services and
  medication.
- Refer homeless clients to emergency housing services.

**Performance Measures**

Performance measures for this contract will be:

1. The number of clients referred to the program by law enforcement.
2. The number of clients voluntarily accepting and receiving services.
3. The number of clients developing Individualized Care Plans, including linkages with
   behavioral health services.
4. The number of clients who comply with their case plan.

Because it is unknown at this point how many people will be referred to the program, how many
people will accept case management services, and how long each individual will need to receive
case management services, it is impossible at this point to state specific target numbers for these
performance measures. If this contract is awarded to LSS, we expect that we will meet with
Codington County to discuss the number of people waiting for services, the numbers expected
through the year, the anticipated average length of service for individuals, and the size of the
case load.
Program Management

The case manager will report to Mary Johnson, Clinical Supervisor in the LSS Watertown office. Mary will supervise the case manager, manage the contract with the County, produce periodic activity and outcome reports to the County, and manage financial reports and reimbursement requests.

The case manager will meet regularly with the County’s program manager to discuss data collection and program progress, and to troubleshoot any issues that may develop. The case manager will also participate in the Stepping Up Initiative Committee and any other meetings required by the County. These meetings will occur within the 20 hours per week covered by the County’s contract. Our experience is that a typical case manager will spend about 65-75% of his or her time in direct contact with clients and referral resources, and 25-35% in case documentation, meetings with the County, and meetings with appropriate community networks.

Because LSS Watertown Counseling Services has several counselors on staff, we are able to provide backup for the case manager during his or her vacation days and sick days.

Data Collection

The case manager will maintain a case file for each individual client using LSS’s Clinician’s Desktop client database. The case file will include the individual service plan, documentation of each contact with the client, referrals, and data on client outcomes achieved. Client data maintenance will be accomplished within the 20 hours per week covered by the County’s contract.

Data maintained for each client will include:

- Client’s participation in treatment and disability support services
- Client’s employment
- Client’s housing arrangements
- Client’s criminal justice involvement
- Client’s connections to family or other supportive persons
- Client’s risk factors
- Case management services provided for the client
- Referrals and service linkages, both completed and incomplete
- Client’s hospitalization or evaluation in a community hospital or treatment facility
- Changes in frequency and duration of law enforcement contacts

Clinician’s Desktop can produce reports for any time period for individual clients, groups of clients, or program clients as a whole.

Training

The case manager will participate in any specific trainings required by the County. This County training will occur within the 20 hours per week covered by the County’s contract.
All LSS counseling staff receive in-service training annually to meet requirements for licensure and accreditation. Annual in-service training includes CEU hours for licensure plus mandatory LSS training on topics such as cultural competence, child and elder abuse, first aid, safety, and HIPAA compliance. The case manager will also receive specific training from the LSS program manager regarding community resources available in the Watertown area.

Organizational Capacity

Lutheran Social Services is one of the state’s largest and most wide-reaching private non-profit human services agencies, with programs and services in 30 communities. As an agency, we have more than a decade of experience serving clients involved with the justice system, including case management, individual and group counseling, substance abuse counseling, domestic violence education, and employment training. Having served the Watertown area since the 1990s, our counseling program has strong relationships with the state, county, and non-profit resources available to clients in the Watertown area.

LSS is one of only nine South Dakota organizations to achieve accreditation by the Council on Accreditation. This includes a rigorous self-study and on-site peer review of programs every four years. To continuously monitor and improve service quality, LSS has an agency-wide Performance and Quality Improvement program.

All LSS programs follow HIPAA guidelines (Health Insurance Portability and Accountability Act) to assure confidentiality of client records. All LSS staff receive HIPAA training during new employee orientation and have annual update training. Confidentiality policies will be discussed with individuals when they begin participation in case management services.

Clinical Supervisor Mary Johnson will lead this program and manage the County contract. Mary has supervised the LSS Watertown counseling program since 2011. She holds a master’s degree in social work and has 20 years of counseling experience.

This .5 FTE position will be part of a full-time counselor position in the Watertown office for which we are currently hiring. The successful applicant will have a master’s degree in counseling, social work, or a related field; will have two or more years of previous experience; and will be licensed or in the process of achieving licensure.

LSS Counseling Services rents program space at 1424 9th Avenue SE, Suite 7 in Watertown. The case manager for this contract will have a private office. The program is in an office building on a well-traveled street with ample parking. The building meets all applicable federal, state and local regulations. The building’s private offices and private waiting area preserve the integrity of the confidential case management relationship and the personal dignity of the client. The building, waiting area, offices, and restrooms are handicapped accessible.
CODINGTON COUNTY

BEHAVIORAL HEALTH DEFLECTION PROGRAM

COST PROPOSAL: Lutheran Social Services of South Dakota

Revision: March 10, 2017

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Milo Ford  
928 1st Ave NE  
Watertown, SD 57201  
December 16, 2019

Myron Johnson  
Codington County Commission  
14 1st Ave. SE  
Watertown, SD  57201

Dear Mr. Johnson

Please accept this letter as notification that I am leaving my position with Codington County. Due to continuing health issues I will be retiring, as Facilities Manager for Codington County, effective January 31, 2020.

I am no longer capable of performing the duties, required for my position, in an acceptable or responsible manner. I will continue to use accumulated sick leave and/or annual leave until that date. If I can be of assistance to you during this transition period, please let me know.

I would like to thank the board, past and present, for the opportunities afforded me over the last 29 + years. It has been a long and satisfying career that leaves me with many memories. I wish you all continued success, escorting our facilities into and through the next decade.

Sincerely

Milo Ford
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Date: December 17, 2019
To: Codington County Commissioners

Subject: Raffles and Bingo

The Watertown Elks Lodge Number 838 a Non-Profit Organization would like to engage in the following raffles. On or about March 27th 2020, the Fishing Equipment raffle and on or about September 28th the Past Exalted Rulers Gun Raffle. We would also like to continue our Queen of Hearts Raffle throughout 2020. We would be starting a new game when the old one concludes. We would also like to engage in bingo games at various times throughout the year.
All the proceeds from these raffles and bingo will go to supporting our Elks Charitable giving though out the year. If you have any questions please contact us at 605-868-0267.

Thank You,

John Stonebarger, Secretary Lodge #838
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TOTAL CHECKS 460,700.47 **
CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department ____________________ Weed & Pest ____________________

Name of traveling employee _________________ Steve Molengraaf _________________

Employee title ___ Supervisor _____ Employee status exempt ___ nonexempt X

Purpose of travel _____________ Bird & Rodent Commercial Recertification _____________

Method of transportation ________________ County vehicle ________________

Destination ________________ Aberdeen, SD ________________

Departure date and time 1/7/20 9:00am Destination arrival date and time 1/7/20 11:00am

Return departure date and time 1/7/20 4:30pm Return arrival date and time 1/7/20 6:30pm

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) _____ fuel _____

Lodging expense ____________________________

Meals $11 Registration $0

Other costs ________________________________

Overtime costs involved in the requested travel ________________________________

Can the traveling employee’s hours be flexed to reduce or eliminate overtime costs?

Yes X ___ No _____ If no, why ________________________________

Is this travel a budgeted item? Yes X No __

County Commission

Travel request approved: ___ yes ___ no ______ Comments ________________________________

Commission Chairman, ________________ Date ________________

FILED

DEC 16 2019

CODINGTON COUNTY AUDITOR
CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Highway

Name of traveling employee Rick Hartley

Employee title Hwy Supt Employee status exempt X nonexempt

Purpose of travel N.A.C.E. Conference

Method of transportation County Pickup CO10117 to Sioux Falls Airplane to Pensacola Fl.

Destination Baldwin County, Alabama

Departure date and time 4/18/20 12:00 pm Destination arrival date and time 4/18/20 10:00 pm

Return departure date and time 4/23/20 1:00 pm Return arrival date and time 4/23/20 10:00 pm

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) $391.00

Lodging expense $1039.50

Meals $105.00 Registration $645.00

Other costs cab from airport and back to airport $100.00

Overtime costs involved in the requested travel n/a

Can the traveling employee's hours be flexed to reduce or eliminate overtime costs?

Yes, X No If no, why

Is this travel a budgeted item? Yes, X No

County Commission

Travel request approved: yes no Comments

Commission Chairman, Date

FILED

DEC 20 2019

CODINGTON COUNTY AUDITOR