

AGENDA
Codington County Board of Commissioners
Codington County Courthouse, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, February 25, 2020

1. Pledge of Allegiance
2. Call for Public Comment
3. Conflict of interest items
4. Action to approve the agenda
5. Action to approve the minutes of February 18, 2020
6. Monthly reports
 - a. Emergency Management Director
 - b. Sheriff
7. Action to authorize the application of HMEP grant funds
8. Action to authorize the Chair to sign a subrecipient agreement with the State of South Dakota for FEMA funds
9. Action to declare laptop purchased in 2006 surplus to be destroyed
10. Action to award fuel bids
11. Action to purchase pea gravel from a Clark County bid
12. Action to approve temporary clerical in the Veterans Service Office
13. Action to approve temporary Facilities Management consultant
14. Action to approve abatement application
15. Action to determine March meeting dates
16. Note Easter administrative leave April 10 and April 13
17. Action to approve claims for payment
18. Action to approve automatic budget supplements
19. Action to approve personnel changes
20. Action to approve travel requests
21. Public Notices – a possible quorum of Commissioners could be in attendance at:
 - a. Planning and Zoning meeting, February 24th, 12:30 p.m., Extension Center Complex
 - b. Annual local Weed meeting, February 26th, 6:30 pm, Extension Center Complex

- c. Legislative Cracker Barrel, February 29th, 9:00 am, Extension Center Complex
- d. Quarterly meeting of the Sioux Valley Commissioners Association, March 18th, 12:00 noon at the Extension Center Complex

22. Old Business

23. New Business

24. Open

- a. Public Comments
- b. Commission Comments

25. 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)

26. Action to adjourn until 9:00 a.m., Tuesday, March 10th, 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.

**Official Proceedings
County of Codington, Watertown, South Dakota
Codington County Courthouse
14 1st Ave SE**

February 18, 2020

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, February 18, 2020, at the Codington County Courthouse. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair Brenda Hanten, presiding. Highway Superintendent, Rick Hartley, led the pledge of allegiance.

CONFLICT OF INTEREST ITEMS

There were no conflict of interest items to note.

CALLS FOR PUBLIC COMMENT

Chair Hanten called for public comments for the Open, none were forthcoming.

AGENDA APPROVED

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

MINUTES APPROVED

Motion by Gabel, second by VanDusen, to approve the minutes of February 11, 2020; all voted aye; motion carried.

FACILITIES MANAGER APPOINTMENT

Motion by Waterman, second by Johnson, to appoint Steve Molengraaf to the position of Codington County Facilities Manager; all voted aye; motion carried. Commissioner Waterman noted there were 11 applicants for this position.

MONTHLY REPORTS

Facilities Manager, Steve Molengraaf, reported the Extension Center Complex remains very busy with events and the annual Farm Show event was held without any major problems. The fire suppression project for the Courthouse is underway and several camera issues are being addressed. There have been approximately half a dozen (6) reservations placed online for the 2020 camping season at Memorial Park. Mr. Molengraaf will travel to Aberdeen this week for the State Weed and Pest Conference. **Highway Supt., Rick Harley**, reported on the following: plowing snow and sanding are an ongoing process, frost heaves are appearing on black top roads, snow was moved at the Ag. Building for the Farm Show, crack sealing has begun as time and weather permit, and a meeting was held with FEMA representatives on February 14th regarding damages to County Roads 8-1 and 10-1. Mr. Hartley informed the Board that NextEra Energy has plans to begin the Crown Ridge II project on May 7th. Mr. Hartley advised NextEra representatives that County road load limits may still be in place at that time and site surveys must be completed before the project can go forward. Commissioner Johnson informed the Board he has been contacted by a local Ag. company who asked if the Board would consider any exceptions to the road limits to allow for the transport of commodities. Supt. Hartley noted the County has not made prior exceptions in order to maintain the integrity of all County road infrastructure.

ANNUAL BIDS – HIGHWAY SUPPLIES AND WEED CHEMICAL

The Board took action on the bids announced at the February 11th meeting for annual Highway Supplies. Per the recommendation of the Highway Superintendent the following bids were awarded.

Codington County, February 18, 2020

Motion by Johnson, second by Waterman, to accept the bids from Forterra Concrete Products for Concrete Pipe, Pre-Stressed Bridge Deck, and Concrete Box Culverts; all voted aye; motion carried.

Motion by VanDusen, second by Gabel, to accept the bids from True North Steel, for Corrugated Metal Pipe, 5"x2" Corrugation, 5"x1" Corrugation Arch, and Bridge Lumber; all voted aye; motion carried.

The Highway Supt. requested no action, at this time, on the Diesel Fuel and Gasohol bids to allow more time to gather information on one of the products submitted for bid.

Motion by Gabel, second by Johnson, to accept the bid for Liquid Asphalt from Flint Hills Resources; all voted aye; motion carried.

Motion by Gabel, second by Waterman, to reject the single bid received for Pea Gravel from Duininck, Inc., per SDCL 5-18A-5(7). The Highway Supt. indicated this bid was in the amount of \$14.50 per ton, the County has the right to reject any or all bids, and in the interest of tax payer dollars this commodity can, per SDCL 5-18A-22(3), be purchased from another government entities bid at a much lower cost. Upon vote of the Board; all voted aye; motion carried.

Motion by VanDusen, second by Gabel, to accept the bid for gravel crushing from Brownlee Construction; all voted aye; motion carried.

Motion by Waterman, second by Johnson, to accept the bid of Duininck, Inc., for asphalt patching materials - hot and cold mix; all voted aye; motion carried.

GRAVEL DUMP BODIES NOTICE TO BIDDERS

Motion by Gabel, second by VanDusen, to authorize a notice to bidders for 3 new 16'4" gravel dump bodies, hoists, hydraulics, and installation with pusher axels, as requested by the Highway Supt. and as budgeted in 2020; all voted aye; motion carried. Bids will be accepted until 9:00 a.m., Tuesday, March 10th, 2020 and will be opened during the Board's meeting on that date.

PURCHASING POLICY AMENDED

Motion by Gabel, second by Waterman, to approve a Commissioner Directive and to make a corresponding amendment to policy 3.14, Purchasing of Equipment, within the County's Personnel Policy and Procedures Manual as follows:

3.14 Purchase of Equipment and Services (revised 2/18/2020)

The Board must approve all modifications and repairs to facilities rented by the County, no matter the cost. Otherwise, the Board must approve all purchases of equipment & services if the value is more than \$2,000.00.

Upon further discussion and the Board's interpretation of "services" in the proposed amendment; Commissioner Gabel offered to modify his original motion and to strike the word services from the amendment. Commissioner Waterman then withdrew his second to the original motion. Commissioner Gabel's original motion died for lack of a second. Motion by Gabel, second by VanDusen, to approve the following amendment to policy 3.14:

3.14 Purchase of Equipment (revised 2/18/2020)

The Board must approve all modifications and repairs to facilities rented by the County, no matter the cost. Otherwise, the Board must approve all purchases of equipment if the value is more than \$2,000.00. Upon roll call vote of the Board; Gabel, VanDusen, and Hanten voted aye; Waterman and Johnson voted no; motion carried.

SURPLUS COMPUTER EQUIPMENT

Motion by Gabel, second by VanDusen, to declare GEN01578, an HP Elite8300 all in one computer, s/n MXL2431XBX, purchased in 2012; surplus to be destroyed; all voted aye; motion carried.

AUTOMATIC BUDGET SUPPLEMENT

Motion by Johnson, second by Gabel, to approve the following automatic budget supplements:
Emergency Management expenditure budget \$4,150.00 POD and Homeland Security grant funds
Emergency Management revenue budget \$2,000.00 POD grant funds
Upon vote of the Board; all voted aye; motion carried.

PERSONNEL CHANGES

Motion by VanDusen, second by Waterman, to approve the following personnel changes: Erin Lenzner, Criminal Support Coord., anniversary step increase, step 11/\$21.59 per hour, effective 2/15/2020; Julie Gallisath, Correctional Officer, anniversary step increase, step 5/\$20.63 per hour, effective 3/1/2020; and Steve Molengraaf, appointed to Facilities Manager, step 10/\$32.52 per hour, effective 2/15/2020; all voted aye; motion carried.

TRAVEL REQUEST

Motion by Johnson, second by VanDusen, to approve the following travel requests: Welfare Director, 2020 Officials spring workshop, Community Health Nurse clerical staff, WIC vendor training, and Emergency Management Director and Secretary, National Weather Service integrated weather meeting; all voted aye; motion carried.

OTHER BUSINESS

Commissioner Gabel noted HB1099; which if passed, would have given Counties the authority, per a vote of the voters of the County, to levy a half cent sales tax for the purpose of maintaining and/or developing infrastructure; died in the South Dakota House of Representatives on a vote of 32 aye to 35 nay. This bill required a two-thirds majority to pass. The Board expressed thanks to Commissioner Gabel for his efforts in bringing this bill to the Legislature.

EXECUTIVE SESSION

Motion by VanDusen, second by Waterman, to enter into executive session at 9:56 a.m., per SDCL 1-25-2, to discuss a personnel issue; all voted aye; motion carried. The Board returned to regular session at 10:20 a.m. No action was taken after executive session. Facilities Manager, Steve Molengraaf, was present for executive session.

ADJOURNMENT

There being no further business to come before the Board a motion was made by VanDusen, second by Gabel, to adjourn at 10:20 a.m., until 9:00 a.m., Tuesday, February 25th, 2020; all voted aye; motion carried.

ATTEST:

Cindy Brugman
Codington County Auditor

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

Codington County, February 18, 2020

Published once at the total approximate cost of \$_____

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

**Sub-Recipient Agreement
Between**

Codington County
14 1st Avenue SE
Watertown, SD 57201

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

Referred to as Sub-Recipient

Referred to as State

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

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

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

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

The Sub-Recipient will undertake and complete the work or performance as described in Exhibit A.

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

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of DR- 4440 PA and the amounts are indicated in Exhibit A, line i.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

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

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

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

6. RETENTION AND INSPECTION OF RECORDS:

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

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

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

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

7. AUDIT REQUIREMENTS:

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

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

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

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

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

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

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

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

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

8. SUB-RECIPIENT ATTESTATION:

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

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

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

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

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

9. CLOSEOUT:

Sub-grant closeout will be completed upon verification of final reimbursement between the State and sub-recipient and validation of construction adhering to grant requirements. The State will prepare the closeout documents consisting of, for Small Projects: 1-Request to close the grant, for Large Projects: 1- Request to close the grant 2-An accounting of all costs expended in conjunction of the grant, 3-Written consultations or permits ensuring all environmental conditions were met. The State review completed for reviewed for accuracy or corrections and upon verification of accuracy documents, the State will submit the closeout to FEMA for final reconciliation. Upon FEMA closeout and final reimbursement to the sub-recipient or the State, this will complete the sub-recipient closeout requirements.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

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

11. COST PRINCIPLES:

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

12. TERMINATION:

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

13. FUNDING:

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

14. ASSIGNMENT AND AMENDMENT:

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

15. CONTROLLING LAW:

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

16. SUPERCESSION:

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

17. SEVERABILITY:

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

18. NOTICE:

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

19. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

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

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

20. STATE'S RIGHT TO REJECT:

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

21. CONFLICT OF INTEREST:

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

22. TERMS:

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

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

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

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

C. AGENCY OR GRANT SPECIFIC CLAUSES

24. RIGHT TO APPEAL:

Upon my concurrence with the Project Worksheets (PW's), I hereby agree to accept as accurate and final, the costs identified in the PW's, unless one of the following conditions apply within 60 days from the scoping meeting or following any FEMA determination: 1.) The inspection team has made an error. 2.) Additional disaster related damage was discovered.

25. CERTIFICATION REGARDING LOBBYING:

I certify, to the best of my knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative

agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

26. COMPLETION OF WORK:

I hereby agree to perform all work in accordance with the grant conditions, complete all work claimed in the PW's and agree to expend all funds that have been provided in performance of eligible work. I also agree that work will be completed within the required time limits. Large project closeout will be submitted to the State no later than 90 days following the completion of the project.

27. REPORTING REQUIREMENTS:

The Sub-Recipient shall submit quarterly reports for any work to be completed large project (in excess of \$128,900) that include a comparison of actual accomplishments to the approved activity objectives, percentage completed to date, and summary of the financial activity for the reporting quarter and include planned activity for the next quarter. The reports shall be submitted within 15 days of the end of the quarter. The quarters will end on December 30, March 30, June 30, and September 30.

28. PROCUREMENT:

Sub-Recipient will follow procurement standards as found in 2 CFR 200.317 through 2 CFR 200.326 and SDCL 5-18A.

D. AUTHORIZED SIGNATURES

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

_____ Sub-Recipient Signature	_____ Date
_____ State - SD Office of Emergency Management Recovery and Mitigation Manager	_____ Date
_____ State - Director of SD Office of Emergency Management	_____ Date

ASSETS FILE MAINTENANCE

Item No:	GEN01224	Serial #:	MXL65200F
Description:	HP NOTEBOOK LAPTOP COMPUTER		
Class Code:	100	GENERAL	
Department:	141	AUDITOR	
Category:	100	GENERAL GOVERNMENT	
Location:	COMMISSIONERS CHAMBERS (Used for Dept. reporting)		
Fixed Asset G/L:	800 - 0 - 166.00	F/A MACHINERY & EQUIPMENT	
Acquisition Date:	12/10/2006	Remarks:	
Vendor Name:	CONNECTING POINT		Capital: 2 (1-Y 2-N)
	504 10 AVE SE		# of Years: 0
	WATERTOWN SD 57201		Remaining Life: 0
			Remain Value: 3287.50
Cost:	3287.50	Voucher:	84987
Dep:			
Frt/Other:	0.00	Voucher:	0
			Accum Dep: 0.00
TOTAL:	3287.50	Insured Value:	3287.50
OK?			

NOTICE TO BIDDERS

The Board of Clark County Commissioners will receive bids for "Cutback Asphalt, Emulsion Asphalt, Hot & Cold Mix, Plant Mix, Crack Sealant - Boxless, Mastic Sealant - Boxless, Pea Rock, Contracted Construction Equipment, Paver Laid Asphalt and Gravel Crushing." for any job site in Clark County for the Highway Department. Clark County guarantees no maximum or minimum quantities. Bids must be filed at the Clark County Auditor's Office, PO Box 294, 200 North Commercial Street, Clark SD 57225, on or before 10:00 a.m. CST, on January 29, 2020. The Auditor and Highway Superintendent will open the bids and read them aloud on January 29, 2020 at 10:05 a.m. The bids will be considered by the Board of Commissioners on February 4th, 2020 at 8:00 a.m. All bids must be submitted on the county issued bid forms. Envelopes or containers containing bids must be clearly marked **Cutback Asphalt, Emulsion Asphalt, Hot & Cold Mix, Plant Mix, Crack Sealant - Boxless, Mastic Sealant - Boxless, Pea Rock, Contracted Construction Equipment, Paver Laid Asphalt and Gravel Crushing.**

Specifications may be obtained from the Clark County Highway Department at Clark, South Dakota, upon request.

The Board reserves the right to reject any or all bids and to waive defects or informalities deemed in the best interest of Clark County to do so.

By order of the Clark County Commissioners of Clark, South Dakota.

Dated at Clark, South Dakota this 7th day of January, 2020

Ryan Eggleston
Highway Superintendent
605-532-3667
Clark County, South Dakota
Published twice at the total approximate cost of \$35.05.
1-8-20

Affidavit of Publication

State of South Dakota §
County of Clark

William J. Krikac of said county, being first duly sworn, on oath says that he is the publisher of the **Clark County Courier**, a weekly newspaper printed and published in Clark in said County of Clark and has a full and personal knowledge of all the facts therein stated; that said newspaper is a legal newspaper and has a bona-fide circulation of at least two hundred copies weekly, and has been published within said County for fifty-two successive weeks next prior to the publication of the notice herein mentioned, and was and is printed wholly or in part in an office maintained at said place of publication; that the

Clark County

a printed copy of which taken from the paper in which same was published, is attached to this sheet, and is made a part of this Affidavit, was published in said newspaper at least once in each week for

Two

successive week(s), on the day of each week on which said newspaper was regularly published, to wit:

January 8, 2020
January 15, 2020

FEB 04 2020

that the full amount of the fees for the publication of the annexed notice is

\$35.05

William J. Krikac

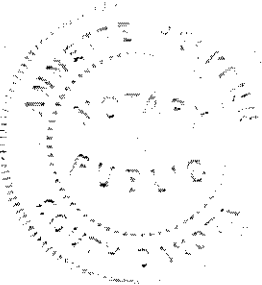
Subscribed and sworn to before me this

30th day of January, 2020

Ann Helge

Notary Public
Clark County, South Dakota

My Commission expires: 06/04/2025



2020 Highway Bids for Pea Rock

****All Bids are Due January 29, 2020 at 10:00 a.m.****

Bids to be opened January 29, 2020 at 10:05 a.m. and bids to be considered by
the Clark County Commissioners February 4, 2020 at 8:00 a.m.

Northern Con - Agg, LLP
3231 Fernbrook Lane North
Plymouth, MN 55447

ACCEPTED

	2020	2019	2018
#1 Pea Rock/Ton	5.75/TON	\$5.50/TON	\$5.35/TON

APPLICATION FOR ABATEMENT OR REFUND OF TAXES
under the provisions of SDCL 10-18-1
TO THE BOARD OF COUNTY COMMISSIONERS OF CODINGTON COUNTY, SOUTH DAKOTA

NAME City of Watertown
MAILING ADDRESS PO Box 910
CITY Watertown STATE SD ZIP CODE 57201
Record # 20303 Legal Description of Property OL A BLK 4 EAST WOODS
18th ADD

Application for an abatement / refund of taxes if being presented due to the following reason (check applicable provision).

- An error has been made in any identifying entry of description of the real property; in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;
- Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;
- The complainant or the property is exempt from the tax;
Purchased 2-13-19
- The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessment;
- Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;
- The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid.
- A loss occurred because of flood, fire, storm, or other unavoidable casualty;
Date of Loss _____
- Structures have been removed after the assessment date (upon verification by the County Auditor)
Date structures removed _____
- Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in § 10-6A-4.
- Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military.
- Other / Comments _____

FILED
FEB 18 2020

CODINGTON COUNTY AUDITOR

(No tax may be abated on any real property which has been sold for taxes, while a tax certificate is outstanding - - Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

I hereby apply for an abatement / refund of property taxes for the above reasons.

[Signature]
Applicant's Signature

Subscribed and sworn to, before me this 11th day of February, 2020.

[Signature]
Notary Public
SARA R. GODDARD
SEAL NOTARY PUBLIC SEAL
Expires 11/9/2024

Date received in the County Auditor's Office C Brugman Received by 2-18-2020
Taxes due in 2020 Total Taxable Value 552 Total Taxes Due 9.32
Tax levy 16.893 Property classification NA
Taxable Value Abated 7.74 Amount Abated 460.00 Amount Refunded _____

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME Ashley Lindner		DATE 2/19/2020
EFFECTIVE DATE 2/15/2020	POSITION TITLE CLERK	DEPARTMENT TREASURER
CURRENT STEP 6	NEW STEP 7	
CURRENT PAY RATE \$18.06/\$3142.44	NEW PAY RATE \$18.64/\$3243.36	CB
REASONS FOR CHANGE ANNIVERSARY STEP INCREASE		

EMPLOYEE SIGNATURE Ashley Lindner

DEPARTMENT HEAD SIGNATURE Carol Maloney, Treasurer

DATE 2-19-2020

COUNTY COMMISSIONERS _____

DATE _____

PLEASE SUBMIT FORM TO THE AUDITOR'S OFFICE ONE MONTH PRIOR TO THE EFFECTIVE OR ANNIVERSARY DATE.

FILED

FEB 19 2020

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME Lindee Waba		DATE 2/19/2020
EFFECTIVE DATE 3/1/2020	POSITION TITLE 2nd Deputy	DEPARTMENT Treasurer's Office
CURRENT STEP Step 13	NEW STEP Step 14	
CURRENT PAY RATE \$21.08/\$3667.92	NEW PAY RATE \$21.35/\$3714.90 dB	
REASONS FOR CHANGE Ms Waba's salary is being increased to the next step in her salary range following a successful performance over the last year. Her steps include the .10 degree incentive.		

EMPLOYEE SIGNATURE Lindee S. Waba

DEPARTMENT HEAD SIGNATURE Carol Maloney, Treasurer

DATE 2-19-2020

COUNTY COMMISSIONERS _____

DATE _____

PLEASE SUBMIT FORM TO THE AUDITOR'S OFFICE ONE MONTH PRIOR TO THE EFFECTIVE OR ANNIVERSARY DATE.