

AGENDA
Codington County Board of Commissioners
Codington County Courthouse, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, March 17, 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 March 10, 2020**
- 6. Action to approve Plat Resolution – Stan and Donna Busskohl Addition (Richland Township)**
- 7. Monthly reports**
 - a. Facilities Manager**
 - b. Highway Superintendent**
- 8. Action to accept the resignation of Maintenance employee Jeff Hershman**
- 9. Action to approve the hiring of an Assistant Weed Supervisor**
- 10. Action to authorize advertising of Veteran Service Officer position**
- 11. Action to authorize the Chair to sign a joint powers force account agreement with the SDDOT for eligible costs associated with the approved Emergency Relief projects**
- 12. Action to issue a request for proposals for jail inmate food services**
- 13. Action to authorize funding for a County display at the annual Watertown Optimist Club Winter Wonderland**
- 14. 10:00 a.m., Excel Energy representatives, discussion regarding wind farm projects**
- 15. Action to approve claims for payment**
- 16. Action to approve automatic budget supplements**
- 17. Action to approve personnel changes**
- 18. Action to approve travel requests**
- 19. Public Notices – a possible quorum of Commissioners could be in attendance at:**
 - a. Quarterly meeting of the Sioux Valley Commissioners Association, March 18th, 12:00 noon at the Extension Center Complex**
- 20. Old Business**

21. New Business

22. Open

- a. Public Comments**
- b. Commission Comments**

23. 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)**

24. Action to adjourn until 9:00 a.m., Tuesday, March 24th, 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**

March 10, 2020

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, March 10, 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. J.T. Fey, Watertown Public Opinion; led the pledge of allegiance.

CALLS FOR PUBLIC COMMENT

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

CONFLICT OF INTEREST ITEMS

There were no conflict of interest items to note.

AGENDA APPROVED

Motion by Gabel, 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 25, 2020; all voted aye; motion carried.

REQUEST TO SELL ALCOHOL AT EXTENSION COMPLEX BOYS & GIRLS CLUB EVENT

Liz Christensen, Executive Director and Kelly Jaderborg, Director of Development, both from the Watertown Boys and Girls Club, met with the Board to request authorization to sell alcohol during the April 3rd Blue Door Derby Camel Races event scheduled at the Codington County Extension Center Complex. A liquor license has been transferred following proper procedure for this event. Motion by VanDusen, second by Gabel, to approve this request; all voted aye; motion carried.

MONTHLY REPORTS

Veterans Service Officer, Al Janzen, who could not be present for this meeting, provided the Board with the following written report: For the month of February the office saw 55 appointments/walk-ins and 2 trips to the VA in Sioux Falls with 4 riders. **Facilities Manager, Steve Molengraaf**, reported on the annual Weed and Pest Conference; legislative bills regarding licensing fees and private applicator fees; and progress in the hiring of an assistant Weed Supervisor. **Auditor, Cindy Brugman**, reported on the 2020 Primary nominating petition deadline; the starting date of early voting for the 2020 Primary; scheduled maintenance of election equipment; completion of the 2019 annual report; preparation of the 2021 annual budget; and the deadline for those applying for the assessment freeze program for the elderly and disabled is April 1st, 2020. **Director of Equalization, Shawna Constant**, reported 2020 assessment notices have been mailed to property owners, noted the office is currently working with aggrieved property owners; and provided the Board with Board of Equalization dates and deadlines.

VETERANS SERVICE OFFICER RESIGNATION

Motion by Johnson, second by Waterman, to accept the notice of resignation from Veterans Service Officer, Al Janzen, effective April 17, 2020; all voted aye; motion carried. The Board expressed their appreciation for the service Mr. Janzen has provided during his 22 years of employment in the Codington County Veterans Service Office.

Codington County, March 10, 2020

TEMPORARY CUSTODIAL EMPLOYEE

Motion by Gabel, second by VanDusen, to authorize the Facilities Manager to hire a temporary custodial employee during the unanticipated, but authorized, absence of a full-time employee; all voted aye; motion carried. Facilities Manager, Steve Molengraaf, noted the temporary employee may be needed for 6-8 weeks.

FULL TIME MAINTENANCE POSITION ADVERTISEMENT

Motion by Johnson, second by Gabel, to authorize advertising of a full-time maintenance position in the Detention Center, due to the pending retirement of a current full-time employee; all voted aye; motion carried.

WEED CHEMICAL/SPRAYING FEE SCHEDULE

Motion by Gabel, second by VanDusen, to approve the 2020 weed spraying rates/schedule of fees as submitted by Facilities Manager, Steve Molengraaf; all voted aye; motion carried.

2020 WEED SPRAYING RATES/SCHEDULE OF FEES

Township & County		State, City & Private	
Equipment and Operator	\$45.00 hour	Truck	\$60.00 hour
		RTV	\$50.00 hour
		Operator	\$40.00 hour
2-4D Amine Aquatic	\$9.49 gallon	2-4D Amine Aquatic	\$18.00 gallon
Rodeo or Equivalent	\$13.83 gallon	Rodeo or Equivalent	\$26.00 gallon
Roundup Pro or Equivalent	\$11.38 gallon	Roundup Pro or Equiv.	\$17.50 gallon
Plateau or Equivalent BASF	\$103.99 gallon	Plateau or Equiv. BASF	\$130.00 gallon
Plateau or Equivalent Alligare	\$98.91 gallon	Plateau or Equiv. Alligare	\$125.00 gallon
2-4D Ester or Equivalent	\$16.43 gallon	2-4D Ester or Equiv.	\$23.00 gallon
Tordon 22K or Equivalent	\$43.98 gallon	Tordon 22K or Equiv.	\$65.00 gallon
Nonionic Surfactant	\$10.39 gallon	Nonionic Surfactant	\$16.00 gallon
GrazonNext	\$38.23 gallon	GrazonNext	\$50.00 gallon
Milestone	\$299.73 gallon	Milestone	\$320.00 gallon
Transline	\$116.97 gallon	Transline	\$135.00 gallon
		Dicamba	\$90.00 gallon

1 (one) hour minimum hourly rates (for State, City, and Private), and \$.06 per gallon water charge with a 500-gallon minimum. Applicable Sales Tax will be added to all charges based on location of spraying for private companies/individuals.

SANDBAGS

Emergency Management Director, Jamie Torstenson, met with the Board to discuss sandbag distribution for possible flooding situations this spring. Previously the County has not charged property owners for sandbags during a flooding event. The Emergency Management Director informed the Board that the County currently has 129,000 sandbags in storage at a cost of .13 per bag. In 2011 the Emergency Management Office gained access to free sandbags and that supply has now been depleted with flooding events since that time. Motion by Gabel, second by VanDusen, to provide sandbags, free of charge, to Codington County private property owners, in the event of 2020 flooding; all voted aye; motion carried.

GRAVEL DUMP BODIES BIDS

Highway Supt., Rick Hartley, opened and announced the following bids submitted for three new 16'4" gravel dump bodies, as previously advertised:

BIDDER	SINGLE BID	TOTAL BID
Custom Truck Equipment Sioux Falls, SD	\$51,984.28	\$155,952.84
Sanitation Products Sioux Falls, SD	\$44,498.00	\$133,494.00
Northern Truck Equipment Sioux Falls, SD	\$39,912.00	\$119,736.00

Motion by Waterman, second by Johnson, to accept the bid of Norther Truck Equipment, as recommended by the Highway Supt.; all voted aye; motion carried.

BRIDGE REINSPECTION RESOLUTION

Highway Supt., Rick Hartley, presented the Board with a Bridge Reinspection Resolution for the inspection of bridges. Motion by Johnson, second by VanDusen, to approve Resolution 2020-4, all present voted aye; motion carried:

RESOLUTION 2020-4 BRIDGE REINSPECTION PROGRAM RESOLUTION FOR USE WITH SDDOT RETAINER CONTRACTS

WHEREAS, Title 23, Section 151, *United States Code* and Title 23, Part 650, Subpart C, *Code of Federal Regulations*, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

THEREFORE, Codington County is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

The County requests SDDOT to hire Banner Associates, Inc., consulting engineers, for the inspection work. SDDOT will secure federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the County for 20% of the cost. The County will be responsible for the required 20% matching funds.

Dated this 10th day of March, 2020, at Watertown, South Dakota.

Codington County Board of Commissioners

Brenda Hanten
Chair

ATTEST:

Cindy Brugman
County Auditor

Codington County, March 10, 2020

BRIDGE REPLACEMENT PROJECT COUNTY ROAD 4

Highway Supt., Rick Hartley, updated the Board on a scheduled bridge replacement project. The bids, received by the SDDOT for this project, came in \$137,000 higher than anticipated. The County will be responsible for 20% of that cost, approximately \$28,000, bringing the County's total share of the bridge replacement to \$180,000. This bridge is located on County road #4, on the Big Sioux River, near 159th street and has been on the bridge replacement project list for a number of years.

AUDITOR'S ACCT. W/TREASURER AND REGISTER OF DEEDS FEES

Motion by VanDusen, second by Waterman, to approve the Auditor's Account of the cash and cash items in the hands of the County Treasurer as of the last business day of February 2020, all present voted aye; motion carried.

Cash on hand	\$ 11,115.02
Checks in Treasurers' possession	
less than 3 days	\$ 97,609.66
Credit Card Charges	\$ 5,812.89
Cash Items	\$ 326.24
TOTAL CASH ASSETS ON HAND	\$ 114,863.81
RECONCILED CHECKING	
Great Western Bank Checking (Memorial Park)	\$ 3,123.69
Reliabank Dakota	\$21,064,727.61
INVESTMENTS	
SD Public Funds Investment	\$ 7,238.22
TOTAL CASH ASSETS	\$21,189,953.33
General Ledger Cash Balance by Funds:	
General	\$12,355,010.36
General restricted cash	\$ 500,000.00
Sp. Revenue	\$ 7,177,566.14
Trust & Agency	\$ 1,157,376.83
(schools 532,450.99, townships 58,831.89; city/towns 105,327.52)	
TOTAL GENERAL LEDGER CASH	\$ 21,189,953.33

The Board noted Register of Deeds fees in the amount of \$22,536.20 were collected in the month of February 2020.

ABATEMENT APPLICATION

Motion by Johnson, second by Gabel, to approve an abatement application on property record #20686, in the amount of \$765.28, property was moved before the assessment deadline; all voted aye; motion carried.

CLAIMS

Motion by Gabel, second by Waterman, to approve for payment the following claims; all present voted aye; motion carried: ACCREDITATION, AUDIT AND 150.00 SVC, ACTIVE DATA SYSTEMS 750.00 SVC, ACTIVE HEATING 505.10 REP, ACCESS ELEVATORS & LIFTS INC 795.00 REP, MICHAEL ANDREWS 11.68 JURY, JEFFREY ARGO 25.00 UTILITIES, AUSTIN LAW OFFICES 3136.90 SVC, AVERA MCKENNAN HOSPITAL 1406.00 SVC, BANNER ASSOCIATES, INC 1329.00 REPAIRS/MAINT., BOB BARKER CO. 1653.36 SUP, BATTERIES UNLIMITED 200.00 REPAIRS/MAINT., BAYMONT INN & SUITES PIERRE 228.98 TRAV, BEACON CENTER 1000.00 PMT, CODY BECKER 12.52 JURY, ALLEN BENCK 25.00 UTILITIES, EUGENE BEYNON 10.84 JURY, ROGER BILLINGS 10.84 JURY, BORNS GROUP 12.70 POST, BORNS GROUP 8985.13 POST, BOYS & GIRLS CLUB 1541.67 PMT, BRIAN'S GLASS & DOOR INC. 615.00 REPAIRS/MAINT., BRIAN'S GLASS & DOOR, INC. 260.00 MAINT, JUNE BRIGGS 12.52 JURY,

JAMES BRIMUS 14.20 JURY, RIAN BROMWICH 50.84 JURY, DON BROSZ 20.00
 REPAIRS/MAINT., BURNS LAW OFFICE 3000.00 SVC, BUTLER MACHINERY 715.38 SUPPLIES,
 JEFF CASE 25.00 UTILITIES, CASH-WA DIST. FARGO 10520.46 SUP, CENTURYLINK 745.12
 UTIL, CERTIFIED LABORATORIES 395.00 SUPPLIES, BRITTANY CHAVARRIA 10.84 JURY,
 CHILD'S VOICE ROUTE #6361 150.00 SVC, SCOTT CHRISTIANS 16.72 JURY, ETHAN CLARKE
 10.84 JURY, CLUBHOUSE HOTEL & SUITES 172.00 TRAV, CODINGTON-CLARK ELECTRIC
 COOPE 35.71 SUPPLIES, CODINGTON COUNTY SHERIFF 132.25 REIMB, CODINGTON
 COUNTY TREASURER 1.24 POST, COLE PAPERS, INC. 1313.32 SUP, CONNECTING POINT
 COMPUTER CENT 1831.15 REP, SHAWNA CONSTANT 25.00 CELL, CONSULTING
 RADIOLOGISTS, LTD 26.00 SVC, COUNTY FAIR FOODS 195.09 SUP, CREDIT COLLECTIONS
 BUREAU 969.25 PMT, CREDIT COLLECTIONS BUREAU 399.90 PMT, SHANNON CROMWELL
 20.00 WIT, CULLIGAN WATER CONDITIONING 172.75 SUP, D K DIESEL INJECTION 1380.00
 SUPPLIES, MATTHEW DARGATZ 25.00 UTILITIES, DATA TRUCK 29.99 UTIL, DEN HERDER &
 HOSMER LAW OFFICE 156.60 SVC, CINDY DERBY 10.84 JURY, DIGITAL-ALLY 145.00 SUP,
 JAMIE DOLEN 25.00 UTILITIES, NANCY DORNBUSCH 11.68 JURY, DUININCK
 INCORPORATED 9781.86 RENTALS, BIMBO FOODS, INC 1406.00 SUP, EIGHT TEN
 PROPERTIES, LLC 1740.00 RENT, ELITE DRAIN & SEWER CLEANING 225.00 REP, ELLYSON
 LAW OFFICE 235.00 SVC, EMC INSURANCE COMPANIES 74649.00 PMT, EQUIPMENT
 BLADES INC 828.07 REPAIRS/MAINT., DEWEY J ERTZ, ED D 4227.82 SVC, MARIA
 ESCAMILLA 40.00 CELL, EXPRESS SERVICES, INC 1646.26 PMT, SUSAN FAIRCHILD 10.84
 JURY, RANDALL G. FALVEY 25.00 UTILITIES, FARNAMS GENUINE PARTS 142.59 SUPPLIES,
 AT&T MOBILITY - FIRSTNET 153.18 UTIL, NICHOLE FISCHBACH 11.68 JURY, LINDA
 FITTING 11.68 JURY, BENJAMIN FLEMING 60.08 JURY, MYCHEL FLIGGE 15.04 JURY, TOWN
 OF FLORENCE-PEGGY LINDAHL 77.55 UTILITIES, KAITLYN FLOREY 18.40 JURY, ALLISON
 FORBUSH 25.00 CELL, BRUCE FORD 18.40 JURY, BRITTANY FOYT 12.52 JURY, BREYANNA
 GEERDES 51.68 JURY, JASON GEISE 11.68 JURY, SUSAN GLINES 11.68 JURY, RUTH
 GODFREY 11.68 JURY, GOVERNORS INN 177.00 TRAV, GRAINGER 175.12 SUP, GREAT
 AMERICA FINANCIAL SVC 251.16 RENT, GREEN, ROBY, OVIATT, 6193.55 SVC, MIKEL
 GROVES 1.00 REF, DEBRA GRUPE 55.88 JURY, MICHAEL GUBKA 40.00 CELL, WILLIAM
 GUBKA 11.68 JURY, GUEST HOUSE INC 530.00 RENT, JUSTIN HALAJIAN 25.00 CELL,
 HANSON MORAN EYE CLINIC, PC 145.00 SVC, BRENDA HANTEN 556.59 REIMB, MICKEY
 HARMEL 10.84 JURY, HARTFORD STEAM BOILER 135.00 REP, RICK HARTLEY 40.00
 UTILITIES, DAVID HEDDING 25.00 UTILITIES, JAMES HEDGES 25.00 CELL, TAMYM HEIN
 11.68 JURY, HENRY FOODS, INC 1992.30 SUP, JEFF HERSHMAN 25.00 CELL, DONALD
 HILLBERG 11.68 JURY, HILLYARD/SIOUX FALLS 651.86 SUP, RICK HOLINKA 25.00
 UTILITIES, LARRY HOWARD 40.00 CELL, HYVEE #1871 ACCTS RECEIVABLE 897.19 SUP, I
 STATE TRUCK CENTER 114693.86 EQUIPMENT, INTERLAKES COMMUNITY ACTION 1323.50
 PMT, RICK JACOBSON 20.08 JURY, TARA JACOBSON-CROWDER 16.72 JURY, ALLEN
 JENNER 10.84 JURY, DANA JONES 10.84 JURY, JURGENS PRINTING 547.00 SUP, MITCHELL
 KALLHOFF 25.00 UTILITIES, MARK KATTERHAGEN 39.00 SVC, KCH LAW 316.88 SVC,
 KENNEDY PIER LOFTUS & REYNOLDS 177.60 SVC, CHESTER KOISTINEN 10.84 JURY,
 NICHOLAS KRANZ 10.00 JURY, WYATT KRAUS 11.68 JURY, LACROIX LAW OFFICE 524.25
 SVC, LAKE CITY FIRE EQUIPMENT 452.49 REP, CHRISTOPHER LARSON 13.36 JURY, J.H.
 LARSON COMPANY 119.42 REP, JEFF LARSON LAW LLP 13841.31 SVC, LAWSON PRODUCTS
 161.96 SUPPLIES, LEISURE INTERACTIVE, LLC 200.58 SVC, LEWIS & CLARK BHS 534.00 SVC,
 LEWNO LAW OFFICE 478.00 SVC, LINCOLN CO TREASURER 157.50 SVC, DARCY
 LOCKWOOD 39.00 SVC, JODI LOEHRER 97.08 REIMB, STEVEN LOWRY 40.00 CELL, ROBERT
 MAAG 25.12 JURY, MAC'S BLUE TARP CREDIT SERVICE 553.08 SUPPLIES, BLUE TARP
 FINANCIAL, INC 2.70 SUP, KELSI MACK 20.08 JURY, MARCO, INC 696.21 RENT, RUSSELL
 MATHEWS 40.00 CELL, TYE MCCLANAHAN 20.08 JURY, MCKESSON MEDICAL SURGICAL
 364.67 SUP, MCLEOD'S PRINTING & OFFICE SUP 513.20 SUP, SEAN MELMER 51.68 JURY,

MENARDS 325.82 SUP, MENARDS 180.86 SUPPLIES, MEND CORRECTIONAL CARE 14025.00 SUP, LARRY MERCHANT 25.00 CELL, MIDCONTINENT COMMUNICATIONS 425.85 UTIL, MINNEHAHA COUNTY AUDITOR 185.00 SVC, MOE'S COMMERCIAL CLEANING 250.00 REP, SARAH MOES 21.76 JURY, JENNA MOFFATT 11.68 JURY, STEVE MOLENGRAAF 66.00 TRAV, MICHAEL MORGAN 40.00 CELL, MUNICIPAL UTILITIES 15379.23 UTIL, MUNICIPAL UTILITIES 1269.89 UTILITIES, NARTEC, INC 102.65 SUP, CORY NORDQUIST 11.68 JURY, NORTHWESTERN ENERGY 555.73 UTILITIES, KRIS OBRIEN 12.52 JURY, KELLY O'CONNOR 12.52 JURY, OFFICE PEEPS, INC. 2817.66 SUP, JERROD OLSON 40.00 CELL, OREILLY 80.96 REP, OTTERTAIL POWER CO, 46.68 UTILITIES, OVERHEAD DOOR CO 306.12 REP, DAWN PARMLEY 12.52 JURY, HOLLY PAULSON 11.68 JURY, MICHELLE PEDERSON 25.00 CELL, PETERS DISTRIBUTING, INC 2440.09 REP, SARAH PETERSEN 25.00 CELL, PHARMCHEM INC 85.65 SUP, PHEASANTLAND INDUSTRIES 1199.70 SUP, JAMES PHILLIPS 11.68 JURY, PITNEY BOWES 194.04 RENT, PMB 0112 171.68 UTIL, POMP'S TIRE SERVICE, INC 27.60 REP, POMP'S TIRE SERVICE, INC. 340.00 REPAIRS/MAINT., PRAIRIE FIRE SOLUTIONS 43561.30 SVC, PRAIRIE LAKES HEALTH CARE CENT 6090.95 SVC, PREMIER BIOTECH, INC 3200.18 SUP, PRO-TEC ROOFING 194.90 REP, CLINTON RABINE 54.20 JURY, RAMKOTA HOTEL 551.94 TRAV, ADAM REEVES 40.00 CELL, REBECCA MORLOCK REEVES 40.00 CELL, SARAH REIFFENBERGER 14.20 JURY, BECCA REITER 40.00 CELL, DEVIN REUER 25.96 JURY, REYNOLDS LAW, LLC 543.20 SVC, ROBYN RITER 25.00 UTILITIES, JUSTIN ROST 11.68 JURY, RUNNING SUPPLY INC. 79.48 SUPPLIES, RUNNINGS 71.96 SUP, DAWN RUSSELL 30.60 SVC, SAMANTHA SANDEEN 11.68 JURY, SATELLITE TRACKING OF PEOPLE 1306.50 SVC, TERRANCE SATTERLEE 1500.00 SVC, TREVER SCHIMMEL 40.00 CELL, LAURIE SCHLIESMAN 10.84 JURY, SCHUMACHER ELEVATOR COMPANY 735.99 REP, BRETT SCHUTT 11.68 JURY, ROBIN SCHWANDT 14.20 JURY, BRAD SCHWINGER 25.00 UTILITIES, SD ATTORNEY GENERAL'S OFFICE 3678.00 PMT, SD ATTORNEY GENERAL'S OFFICE 529.00 PMT, SD DEPARTMENT OF HEALTH 2915.00 SVC, S.D. DEPARTMENT OF REVENUE 12.20 SUP, SOUTH DAKOTA LAW REVIEW 35.00 SUP, SDACC 60.00 REG, SDACHS 275.00 TRAVEL & CONF., SDACO 596.00 PMT, SD DEPT OF TRANSPORTATION 784.19 REPAIRS/MAINT., SDEMA 190.00 REG, SDN COMMUNICATIONS 1338.37 UTIL, SDPAA 104853.99 INS, SDPAA 80.60 REPAIRS/MAINT., SDSU EXTENSION 60.00 REG, MELISSA SEARS 25.00 CELL, SECURUS TECHNOLOGIES 2927.60 SUP, HEIDI SELCHERT 25.00 CELL, JODY SHAEFFER 51.68 JURY, SHERWIN WILLIAMS 88.69 REP, ARLENE SHERWOOD 14.20 JURY, SHIRTS IN THE WORKS 120.00 SUP, SIOUX RURAL WATER SYSTEM 50.20 UTILITIES, SIOUX VALLEY COOP 1416.26 SUP, SIOUX VALLEY COOP 26713.03 SUPPLIES, JANE SKATVOLD 10.00 JURY, LYNN SOLBERG 40.00 UTILITIES, BRENT SOLUM 40.00 CELL, TOWN OF SOUTH SHORE 66.00 UTILITIES, SOUTH SHORE GAZETTE 859.76 PUB, NICHOLE STADHEIM 14.20 JURY, STAN HOUSTON EQUIPMENT 1956.00 SUPPLIES, STAR LAUNDRY 1763.69 SUP, STAR LAUNDRY 104.20 SUPPLIES, ASA STILES 26.80 JURY, THE STITCH CO 100.00 UNIF, DOUGLAS STORMO 50.84 JURY, ZACH STRICHERZ 23.44 JURY, STURDEVANT'S AUTO PARTS 5.30 REP, STURDEVANTS AUTO PARTS 22.46 REPAIRS/MAINT., SUTTON LAW OFFICE PC 19009.89 SVC, SCOTT SWANSON 25.00 CELL, ANDREA SWEDEEN 20.00 REPAIRS/MAINT., THOMSON REUTERS-WEST 555.40 SUP, KERI TISHER 16.72 JURY, PRODUCTIVITY PLUS ACCOUNT 900.50 REPAIRS/MAINT., DOUGLAS D. TORSTENSON 25.00 UTILITIES, TRACTOR SUPPLY CREDIT PLAN 768.22 SUP, RAISTLAN TSCHETTER 20.00 JURY, TWO WAY SOLUTIONS, INC 23.99 REPAIRS/MAINT., TWO WAY SOLUTIONS, INC 1691.95 REP, TYLER VARNS 40.00 CELL, VAST BUSINESS 595.72 UTIL, VAST BROADBAND 49.95 UTILITIES, VERIZON WIRELESS 798.31 UTIL, GREAT WESTERN BANK 179.46 TRAVEL & CONF., GREAT WESTERN BANK 114.98 PMT, GREAT WESTERN BANK 494.00 PMT, GREAT WESTERN BANK 1539.14 PMT, GREAT WESTERN BANK 532.85 PMT, MARLONIE VOGELSANG 25.00 UTILITIES, WALMART COMMUNITY 342.30 SUP, WALMART COMMUNITY 17.61 SUPPLIES, TODD B WARNE 25.00 UTILITIES, WATERTOWN AMBULANCE 500.00 SVC, WATERTOWN PUBLIC OPINION 172.00

SUP, WATERTOWN WHOLESALE 121.60 SUPPLIES, CASEY WEBER 18.40 JURY, WIGHT & COMES FUNERAL CHAPEL 2575.00 SVC, WILES & RYLANCE, LLP 10397.67 SVC, MARK WILSON 15.88 JURY, SERENA WITHAM 10.84 JURY, WW TIRE SERVICE INC 233.29 REP, WW TIRE SERVICE INC. 620.75 SUPPLIES, XEROX CORPORATION 117.86 SUPPLIES, YANKTON CO. SHERIFF 150.00 SVC, YANKTON CO TREASURER 357.80 SVC, GARY YOUNG 51.68 JURY,

PERSONNEL CHANGES

Motion by VanDusen, second by Gabel, to approve the following personnel changes: Gena Keller, temporary clerical, Veterans Service office, step 1/\$15.54 per hour, effective 2/26/2020; Megan LaFromboise, new hire, Deputy States Attorney, \$5,500.00 per mo., effective 3/1/2020; and Kim Johnson, Extension Deputy Office Coordinator, anniversary step increase, step 8/\$19.53 per hour, effective 4/1/2020; all voted aye; motion carried.

TRAVEL REQUESTS

Motion by Gabel, second by VanDusen, to approve the following travel requests; Extension Office Deputy Office Coordinator, 4-H online & fair entry training and Facilities Manager, North Central Mosquito Control Association Conference; all voted aye; motion carried. Commissioner Gabel advised the Board that NACo is funding attendance at a Data Driven Justice Conference which he will attend along with Sheriff's Office personnel.

EXECUTIVE SESSION

Motion by Gabel, second by VanDusen, to enter into executive session at 10:11 a.m., per SDCL 1-25-2, to discuss a personnel issue; all voted aye; motion carried. The Board returned to regular session at 10:41 a.m.

VETERANS SERVICE OFFICER POSITION ADVERTISING

Motion by Gabel, second by Waterman, to postpone action to authorize advertising the Veterans Service Officer position until Tuesday, March 17th, 2020; all voted aye; motion carried.

ADJOURNMENT

There being no further business to come before the Board a motion was made by Gabel, second by Waterman, to adjourn at 10:43 a.m., until 9:00 a.m., Tuesday, March 17th, 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.

Published once at the total approximate cost of \$_____

Cindy Brugman

From: Luke Muller <luke@1stdistrict.org>
Sent: Thursday, March 5, 2020 1:00 PM
To: Cindy Brugman
Subject: [EXT] RE: March 10 agenda

I keep forgetting to send this to you. I have a plat for the next agenda.

Stan and Donna Busskohl Addition located in the SE1/4 of Section 20-T117N-R54W, Codington County, South Dakota. (Richland Township)

Luke Muller

Senior Planner

First District Association of Local Governments

Phone (605) 882-5115

Fax (605) 882-5049

Email: luke@1stdistrict.org

From: Cindy Brugman <cbrugman@codington.org>
Sent: Thursday, March 5, 2020 12:27 PM
To: David Law (david.law@kxlgradio.com) <david.law@kxlgradio.com>; Watertown News KWAT <Watertownnews@alphamediausa.com>; Public Opinion <news@thepublicopinion.com>; Brenda Hanten <bhanten@codington.org>; Myron Johnson <mjohnson@codington.org>; Lee Gabel <dlee.gabel@codington.org>; Troy VanDusen <tvandusen@codington.org>; Charlie Waterman <cwaterman@codington.org>; Terry Satterlee (tgsatt@wat.midco.net) <tgsatt@wat.midco.net>; Al Janzen <veteran@codington.org>; Alissa Harte <aharte@codington.org>; Ann Rasmussen <annr@codington.org>; Becky Goens <Codington.County@sdstate.edu>; Brad Howell <BHowell@codington.org>; Carol Maloney <codtreas@codington.org>; Chad Nelson <cnelson@codington.org>; Cheri Howell <chowell@codington.org>; Codi Martin <Codi.Martin@state.sd.us>; Debbie Melville <DMelville@codington.org>; Heidi Selchert <hselchert@codington.org>; Jan Steele <jsteele@codington.org>; Janelle Nygaard <JNygaard@codington.org>; Jeanie.ochsendorf@state.sd.us; Jim Sutton <JSutton@codington.org>; Jodi Pearson <JodiP@codington.org>; Kathy Young <KYoung@codington.org>; Katie Moes <kmoes@codington.org>; Kristi Gast <KGast@codington.org>; Lisa Feltch <lfeltch@codington.org>; Loehrer, Jodi <Jodi.Loehrer@sdstate.edu>; Lori Deutsch (ldeutsch@vastbb.net) <ldeutsch@vastbb.net>; Isolberg@vastbb.net; Luke Muller <luke@1stdistrict.org>; Matt Blackwelder <mblackwelder@codington.org>; MemorialPark <memorialpark@codington.org>; Rick Hartley <cchighwaydept@vastbb.net>; Sarah Petersen <codwelfare@codington.org>; Shawna Constant - Dir Equalization <coddoe@codington.org>; Steve Molengraaf <codmain@codington.org>; Steve Molengraaf (weed.codcoext@midconetwork.com) <weed.codcoext@midconetwork.com>; Toby Wishard <tobywishard1119@gmail.com>; Todd Kays <todd@1stdistrict.org>
Subject: March 10 agenda

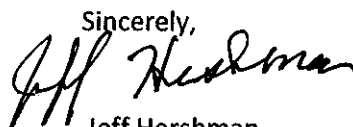
Please see attached.

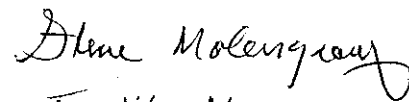
Cindy Brugman
Codington County Auditor
14 1st Ave SE
Watertown, SD 57201
Phone - 605-882-6297

Jeff Hershman

February 7 2020
Steve Molengraaf
Coddington County
Facilities Manager

Dear Steve
Consider this letter notification of my retirement effective April 30th 2020

Sincerely,

Jeff Hershman


Facility Manager

Cindy Brugman

From: Bartlett, Cheri <Cheri.Bartlett@state.sd.us>
Sent: Monday, March 9, 2020 2:10 PM
To: cchighwaydept@vastbb.net; Cindy Brugman
Subject: [EXT] Codington Co ER2019 Event D Agreement
Attachments: Codington DIR needs local sig.pdf; Codington D unsigned.docx

March 2020

RE: 2019 Event D - EMERGENCY RELIEF (ER) PROJECTS

Dear County Auditor and County Highway Superintendent,

Attached is the *Force Account Agreement* for the **2019 Event D** and the Detailed Damage Inspection Reports (DIRs) for each of your sites. The Agreement includes all sites in your county under one agreement and is necessary so that the Department of Transportation can reimburse the county for eligible costs associated with the approved Emergency Relief projects. **Signatures are required on both the agreement and the DIR's.** The signed DIR's become Exhibits in the signed agreement.

Please print two copies of the agreement, secure the necessary signatures on both copies, obtain the necessary signature required on the DIRs (can be County Hwy Supt's), attach a copy of the commission meeting minutes where the agreement was approved, then return to me for processing. The commission meeting minutes do not need to be approved or signed. **All documents must have two original signed copies and be printed single sided.** Once additional signatures are secured, a contract number assigned, and all documents properly processed, a signed copy will be returned to you for your records.

Reimbursement for eligible costs can be made once the agreement is approved.

As always, feel free to contact me if you have any questions. The signed agreements, DIR's and minutes should be sent to:

Cheri Bartlett
South Dakota Dept. of Transportation
700 East Broadway Avenue
Pierre, SD 57501

Cheri Bartlett
Sr. Secretary
SD Dept of Transportation
Planning & Engineering
Cheri.bartlett@state.sd.us
605-773-2995



U.S. Department
of Transportation
Federal Highway
Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number

Codington-1

Sheet

1 of 1

Location (Name of Road and Milepost)

On 442nd Ave between 174th St and 175th St

FHWA Disaster Number

SD19-4

Inspection Date

10/16/2019

Description of Damage

Repair damaged embankment and place riprap

Federal-aid Route Number

6279



State

County

SD

Codington

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	Embankment 1500' x 4' x 1'	cy	\$7.00	220		\$1,540.00
	Riprap 1500' x 4' x 1'	ton	\$35.00	310		\$10,850.00
	Type B Drainage Fabric	sy	\$2.75	650		\$1,790.00
		ea				
		ea				
		ea				
		ea				
		ea				
		ea				
		ea				
Method				Subtotal	\$14,180.00	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE		
				Emergency Repair Total	\$14,180.00	
Permanent Restoration		ea				
		ea				
		ea				
		ea				
		ea				
		ea				
		ea				
		ea				
		ea				
		ea				
Method				Subtotal		
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE		
				Right-of-Way		
				Perm. Repair Totals		
Environmental Assessment Recommendation				Estimated Total		\$14,180.00
<input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> E/A/EIS						
Recommendation				FHWA Engineer		Date
<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible						2/5/2020
Concurrence				State Engineer		Date
<input type="checkbox"/> Yes <input type="checkbox"/> No						2/5/2020
Concurrence				Local Agency Representative		Date
<input type="checkbox"/> Yes <input type="checkbox"/> No						

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS FORCE ACCOUNT AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as "STATE," and Codington County, South Dakota, referred to in this Agreement as "COUNTY."

JOINT POWERS

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

BACKGROUND:

1. COUNTY has sustained damage to COUNTY'S Federal Aid Highway System due to a natural disaster, with the extent of the damage being identified in the Detailed Damage Inspection Report(s), attached to and incorporated in this Agreement as **Exhibit B**.
2. The beginning date for Traditional Flooding for the 2019 Flood is September 10, 2019.
3. COUNTY is eligible for Federal Aid Emergency Relief Funds for restoration of said damaged highways as provided for under Federal Aid Policy Guide Part 668.
4. It is necessary to expedite repair of the damaged COUNTY highway(s) in order to provide for the safe movement of essential and emergency traffic.
5. The damaged COUNTY highway(s), collectively referred to in this Agreement as "PROJECT," whether one or more, is/are identified as follows:

Traditional Flooding Projects, beginning date September 10, 2019:

Site No.	Project No.	PCN	Limiting Amount
1	ER6379(10)	07Q3	\$14,180.00

The initial funding limit is based on the original Detailed Damage Inspection Report. The maximum limiting amount for each Project No. listed above has been determined by the current approved Request for Federal-Aid Project Approval and Agreement (Form 292) between STATE and Federal Highway Administration (FHWA). Should the Form 292 need to be amended to change the funding amount, STATE will submit an amended Form 292 to FHWA for approval.

STATE AND COUNTY MUTUALLY AGREE AS FOLLOWS:

1. COUNTY will perform the following:
 - A. COUNTY will perform the required restoration of PROJECT with COUNTY'S own forces and equipment under force account cost procedures as provided for by 23 CFR Parts 635.201 through 635.204, each inclusive. COUNTY will limit restoration to the scope of work identified in the attached Detailed Damage Inspection Report for PROJECT. Any alteration in the scope of work must receive STATE'S prior written approval. Emergency work performed through contracts initiated within 180 days of the beginning date must comply with South Dakota Codified

Laws. All other work contracted after the 180 days must also comply with the requirements of 23 CFR Parts 630 through 637, each inclusive.

- B. COUNTY will maintain force account cost records for labor, equipment, and materials, using current rates for such work as established by COUNTY based on Legislative Audit County Accounting Manual procedures and in accordance with Office of Management and Budget Circular Regulations found at 2 CFR Part 200. Materials purchased specifically for this PROJECT must be billed at actual invoice costs.
 - C. COUNTY will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.
 - D. COUNTY will indemnify STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of COUNTY'S performance under this Agreement. This section does not require COUNTY to be responsible for or defend against claims or damages arising solely from errors or omissions of STATE, its officers, agents, or employees.
 - E. No COUNTY employee engaged in the performance of services required under this Agreement will be considered an employee of STATE. No claim arising under the South Dakota Workers' Compensation Act on behalf of said employees or other persons while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under this Agreement by COUNTY will in any way be the responsibility of STATE.
 - F. COUNTY will submit quarterly bills to STATE for reimbursement to keep the projects off the FHWA Fire Inactive List.
2. STATE will perform the following:
- A. STATE may, at STATE'S option, inspect COUNTY'S restoration work throughout COUNTY'S progress.
 - B. STATE will make progress and final payments under this Agreement for work completed based on Force Account and other accounting and related records submitted by COUNTY to STATE. PROJECT costs will not exceed the limiting amount as approved in the current Request for Federal-Aid Project Approval and Agreement (Form 292) between STATE and Federal Highway Administration, and any amendments.
3. AUDIT:
- A. PROJECT charges will be subject to audit in accordance with current Department of Transportation procedures and U.S. Office of Management and Budget (OMB) Circular Regulations found at 2 CFR Part 200. The CFDA Number for these funds is 20.205.
 - B. COUNTY will maintain an accurate cost accounting system for all costs incurred under this Agreement and clearly identified with activities performed under this Agreement.
 - C. Upon reasonable notice, COUNTY will allow state and federal auditors to audit all records related to this Agreement during normal business hours. COUNTY will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement and all other pending matters are closed.
 - D. If COUNTY expends \$750,000.00 or more in federal funds during any COUNTY fiscal year covered, in whole or in part, under this Agreement, then COUNTY will be subject to the single agency audit requirements of the U.S. Office of Management and Budget (OMB) Circular

Regulations Found at 2 CFR Part 200. If COUNTY expends less than \$750,000.00 during any COUNTY fiscal year, STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the eligibility of services or costs, and adherence to Agreement provisions.

- E. COUNTY will include the provisions of Section 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto.
- 4. **TERMINATION:** Either party may terminate this Agreement on thirty (30) days' written notice to the other. If COUNTY breaches any term or condition of this Agreement, STATE may terminate this Agreement with or without notice. STATE retains all applicable administrative, legal, and equitable remedies. If termination for such a default is effected by STATE, STATE may adjust any payments due to COUNTY at the time of termination to cover any additional costs to STATE due to COUNTY'S default. If, after STATE terminates for a default by COUNTY, it is determined COUNTY was not at fault, STATE will pay COUNTY for eligible services rendered and expenses incurred up to the date of termination.
- 5. **AMENDMENT:** This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and will be signed by an authorized representative of each of the parties.
- 6. **DISPUTES:** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties will be referred to STATE'S Secretary of Transportation or duly authorized representative for determination, whose decision in the matter will be final and conclusive on the parties to this Agreement.
- 7. **PAYMENT AS REQUIRED IN 49 CFR 26.29:** COUNTY will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by STATE. If COUNTY withholds payment beyond this time period, COUNTY will submit written to STATE designated Engineer upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, STATE may withhold future estimated payments and may direct COUNTY to make such payment to the subcontractor or supplier. Prompt payment deviations will be subject to price adjustments.
- 8. **CERTIFICATION REGARDING LOBBYING:** COUNTY certifies, to the best of COUNTY'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of COUNTY, 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, COUNTY will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

COUNTY will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will 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 will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

9. COUNTY will be bound by the "STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES," attached as **Exhibit A** and made a part of this Agreement by reference.
10. COMPLIANCE WITH CLEAN AIR ACT: COUNTY stipulates that any facility to be utilized in the performance of this Agreement under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20 and that STATE will be promptly notified of the receipt by COUNTY of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the agreement is under consideration to be listed on the EPA List of Violating Facilities.
11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: COUNTY certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
12. COMPLIANCE WITH THE TRANSPARENCY ACT: COUNTY will comply with the Federal Funding Accountability and Transparency Act of 2006 (S.2590) and will provide all applicable information to the STATE as requested.
13. EMPLOYEE STATUS: Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.
14. COUNTY has designated its COUNTY Commission Chairperson as COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of COUNTY after consideration of the matter during a regularly scheduled meeting. A copy of COUNTY'S Board of Commissioner's minutes or resolution authorizing the execution of this Agreement by the Chairperson as COUNTY'S authorized representative is attached to this Agreement as **Exhibit C**.

SIGNATURE PAGE FOLLOWS

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

Codington County, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: County Commission Chairperson

Its: Secretary

Date: _____

Date: _____

Attest:

County Auditor/Clerk

[County Seal]

TRANSPARENCY ACT INFORMATION:

County DUNS Number: _____

County Seat: _____

Nine Digit Zip Code: _____

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

Codington County Request for Proposals
Inmate Food Services

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN
April 21, 2020 AT 9:00 AM

Codington County Auditor
ATTENTION: Jail Food Services Proposal
14 1st Ave SE
Watertown, SD 57201

1. Introduction

- a. Codington County (hereafter "the County") is soliciting sealed proposals from qualified individuals/firms who specialize in inmate food services. The detailed scope of work can be found in Section 2.0.
- b. The County shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received, and to accept the proposal which, in the County's sole judgment, is in the County's own best interest. The County shall have the right to accept any proposal. or to accept or reject any item or combination of items, when to do so would be to the advantage of Codington County. Codington County reserves the right to cancel this RFP at any time. Codington County will not be liable for any cost/losses incurred by the proposers throughout this process.
- c. The process for awarding the contract shall be governed by the following schedule:

DATE	ACTIVITY
March 17, 2020	Release of RFP
March 26, 2020, 2:00 PM	Pre-proposal meeting/tour
April 10, 2020, 4:00 PM	Deadline for questions to County
April 16, 2020, 4:00 PM	Answers to written questions and addenda posted to website
April 21, 2020, 12:00 PM	Proposals Due

- d. A pre-proposal meeting and tour of the jail will be held at 2:00 PM on **March 26, 2020**. The location of the meeting/tour will begin in the lobby of the Sheriff's office behind the County Courthouse, 14 1st Ave SE, Watertown, SD. All questions concerning this RFP may be submitted by email or phone, (email is preferred) to the Chief Corrections Officer, Matt Blackwelder (mblackwelder@codington.org, 605-882-6284) no later than **April 10, 2020, 4:00 PM**.
- e. Codington County reserves the right to issue written addenda and amendments to this RFP. Addenda shall be posted to the county website www.codington.org **April 16, 2020**,

4:00 PM. It is the Proposer's responsibility to check the website for addenda/amendments before submitting a proposal.

- f. Proposals shall be opened **April 21, 2020, 1:00 PM** in the in the lobby of the Sheriff's office behind the County Courthouse, 14 1st Ave SE, Watertown, SD

2. Term. The term of the contract shall be for a three-year period commencing ____, 2020. The term of the contract shall automatically be renewed at the end of the initial term or any renewal term for successive terms of one-year each unless either party submits written notice of its intention not to renew to the other party at least ninety (90) days prior to the end of the then-existing term, in which event the contract will terminate upon the expiration of the then-existing term.
3. Background. The Codington County Detention Center (the "jail") had an average daily population of 78.72 in 2017, 67.88 in 2018, and 65.32 in 2019. The population spikes into the 80s from time to time. The jail has a kitchen constructed in 1974 with limited floor space. Most of the food storage space is in the basement level of the jail building.
4. Suggestions and Exception to RFP. The County welcomes innovative suggestions and recommendations from proposers that will ensure a 100% successful service approach. If such suggestions constitute an exception to the scope of work in this RFP, explain this clearly in sufficient detail.
5. Proposal Requirements: Proposals shall include, at minimum, the following information in the order listed:
 - a. Company background and Structure. Provide a general history and description of its company including, but not limited to, the number of years in business and number of employees and the office location that will be the point of contact during the term of any resulting contract.
 - b. Company Experience. Show previous correctional food service experience with proven effectiveness in administering correctional food service programs similar to the size and population of the Codington County Detention Center.
 - c. Qualifications of Staff. Identify and include qualifications of key staff who would be assigned to work at the Codington County Detention Center. Include an Organizational Chart that depicts how the staff would be structured to include inmate labor. Proposers must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
6. Proposed Approach. Provide a detailed approach to fulfill the Scope of Work below:
 - a. Deliver high quality food service in accordance with industry standards all applicable federal, state, and local guidelines, laws, and regulations and the guidelines prescribed by the American Correctional Association (ACA).
 - b. Operate the food service program using correction-experienced and professionally trained personnel.
 - c. Operate the food service program in a cost-effective manner.

- d. Maintain an open, collaborative relationship with the administration and staff of the Codington County Sheriff's Office, jail and other county offices.
- e. Offer a comprehensive continuing training program for jail staff and inmate labor in food service for the jail.
- f. Food Requirements:
 - i. Serve three meals per day, seven (7) days per week to the inmate population.
 - ii. All menus and special diets must meet the standards for audit holding and detention facilities as established by the American Correctional Association (ACA). A registered dietitian, provided by the contractor, will approve all menus, prior to service. All meals served will be in compliance with the National Academy of Sciences and Food Standards and will provide an average of 2,800 calories per day in addition to all required nutrients.
 - iii. A four-week cycle menu is to be submitted in the proposal.
 - iv. Warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140° hot, 45° if cold), and visually pleasing complete with condiments (dressing, salt, pepper, ketchup, or mustard where indicated).
 - v. Provide religious and medical diets conforming to special religious or physician-ordered specifications. Proposer will submit a sample of its corrections diet handbook or sample of the four-week menu it proposes to serve inmates on restricted diets.
 - vi. Provide policies for serving special meals on holidays. Proposed menus for holidays shall be included in the proposal. All such meals will be provided at the standard contract rates. Provide a minimum of three (3) holiday meals annually, including Easter, Thanksgiving, and Christmas holiday periods.
 - vii. Process and address inmate and staff complaints regarding food service in coordination with the chief corrections officer or designee.
- g. Food Supplies.
 - i. Provide all consumable supplies and food products that are required for the food service operation.
 - ii. Establish accurate and transparent inventory control methods to be inspected by the County at any time.
- h. Safety and security:
 - i. Insure safe, sanitary and secure food service management (such as a "dead-man tray" to monitor for possible food poisoning).
 - ii. Supervise inmate labor and internal security of products and equipment
 - iii. Establish procedures for handling food services should on-site kitchen be rendered unusable. The successful proposer must, within thirty (30) days of the start date, submit their detailed contingency / disaster plan to the County.

- iv. Maintain complete control and prevent unsafe use/abuse of all kitchen knives and tools.
- v. Contractor's employees shall not enter jail with contraband, i.e. drugs, drug paraphernalia, tobacco products smokeless or otherwise established in jail policy.
- i. Kitchen Facility & Equipment
 - i. The county shall retain ownership of current county-owned equipment. The equipment will remain at the kitchen to be used by Contractor.
 - ii. List additional necessary or recommended equipment (e.g. trays, utensils) for the county to acquire for cost-effective food service operation.
 - iii. List equipment that will be provided by contractor.
 - iv. Identify in the proposal required supplies for cleaning and maintaining kitchen equipment.
 - v. The contractor will provide routine/regular service and maintenance for all kitchen equipment.
 - vi. The County will pay for needed repairs or replacements of county-owned kitchen equipment.
 - vii. The Contractor shall obtain and pay for all federal, state, and local licenses, permits, and fees required for the operation of the food services provided.
- j. Staffing
 - i. The contractor shall provide an organizational chart and job descriptions for all professional and inmate staff in its proposal.
 - ii. Professional Staff
 - 1. Codington County requires that the food service provider maintain a trained, professional, and competent staff for the kitchen facility.
 - 2. All employees of the Contractor working in the kitchen must be screened and approved by the Codington County Sheriff's Office. Contractor's employees must submit to criminal backgrounds checks and drug screening.
 - 3. Contractor's employees must comply with the County's written policy and procedures relating to facility security.
 - 4. Contractor shall employ the current jail food service employee until employee's retirement. This employee shall remain on the county payroll, but will perform duties at the direction of contractor. After this employee retires, contractor shall renegotiate the contract the county.
 - 5. County expects that the contractor will provide 1.5 FTE in addition to the current county food service employee noted above.
 - 6. All proposals must clearly detail the proposed roles of the food service manager, the contractor's staff and inmates in the food service operation.
 - 7. Proposal shall detail the method of supervision employed, performance review processes, and include job descriptions.
 - 8. As a part of the proposal, the proposer shall submit the resume of the administrator or executive to whom the highest-ranking, on-site manager

reports. This executive shall be the County's contact person for operational issues, questions and contractual notifications.

iii. Inmate Labor

1. If available, inmates will be provided by the jail, as required by the contractor.
2. The inmates shall be selected using the classification process of the jail.
3. The Proposer shall specify the number of inmates required per shift at the following jail inmate populations.
 - 35 to 44 Inmates
 - 45 to 54 Inmates
 - 55 to 64 Inmates
 - 65 to 74 Inmates
 - 75 to 84 Inmates
 - 85 to 94 Inmates
 - 95 to 104 Inmates
 - 105 to 114 Inmates
4. The contractor agrees that the kitchen will remain operational in the event of a mass lock-down of inmates (i.e. inmate labor isn't available).
5. Inmates shall be used for the preparation of food, delivery of meals, and general sanitation and cleaning of the kitchen.
6. Inmates are not permitted to supervise other inmates.
7. The Contractor agrees to train and supervise inmates only for food service tasks. Contractor training and supervision of inmates shall be subject to the overall control of the County. The proposal shall include the inmate-training program as part of the Contractor's overall training program.

- iv. The contractor shall provide training in food service delivery and management to both jail staff and inmates assigned to the kitchen. The proposal shall detail a training plan for these tasks as part of the Contractor's overall training program for all kitchen personnel.

k. Transition of Operations

- i. Proposal shall include a detailed plan for transition from the current system, if awarded the contract.
- ii. Proposers must be able for a contract startup by **June 1, 2020**.
- iii. The County and the Contractor shall, within thirty (30) days of executing an agreement, set dates for quarterly review meetings between the Sheriff's Office and the Contractor for the evaluation of the service.
- iv. The Sheriff's Office and the successful proposer shall, within thirty (30) days of execution of a contract, formulate a monthly report form, which will establish the basis for the quarterly review sessions.

l. Cost and billing

- i. Provide two quotes for by-meal pricing for cold breakfast, hot lunch, hot supper AND for hot breakfast, hot lunch, hot supper for the following inmate population levels:

- 35 to 44 Inmates
 - 45 to 54 Inmates
 - 55 to 64 Inmates
 - 65 to 74 Inmates
 - 75 to 84 Inmates
 - 85 to 94 Inmates
 - 95 to 104 Inmates
 - 105 to 114 Inmates
- ii. Provide pricing for holiday, religious and medical diets conforming to special religious or physician ordered specifications.
 - iii. Guarantee pricing for a period of one year unless there is a change in the scope of services. Any price adjustments will require renegotiation.
 - iv. Establish accurate and transparent procedures recording and reporting meals ordered and served. Explain how this and the above pricing scale would be used to calculate the amount billed to the County.
 - v. Keep full and accurate records of sales and meal count records in connection with the food services. A copy of such record shall be supplied to the Sheriff's office designee, on a monthly basis on the first working day of the subsequent month. All such records shall be available for auditing by the County or its agents at any reasonable time during regular working hours.
 - vi. The submitted cost proposal must include all costs of performing resulting contract.
- m. References Submit at least four references. The following information for each reference shall be listed:
- i. Name of institution
 - ii. Address
 - iii. Contact person with title
 - iv. Phone number of Contact Person
 - v. Dates of service
 - vi. Description of services provided.
- n. Disclosures List ALL correctional food service accounts lost in the last three (3) years. Disclose any services terminated and the reason(s) for termination.
- o. Financial Stability Provide financial information that would allow proposal evaluators to ascertain the financial stability of the proposer. Provide a recap of the most recent internal financial statement or audit; and a letter, on the financial institution's letterhead, stating financial stability.
7. The County shall provide:
- a. Accurate and timely orders for the number of meals to be served to inmates within two (2) hours of the time scheduled for meals to be served.
 - b. Adequate ingress and egress to all food production and storage areas.
 - c. Adequate heat, lights, ventilation, and all other utilities and business telephone service at no charge. The telephone shall be used only for local service and business-related calls. If the successful bidder desires local service for personal use, internet, and other non-

business-related calls or long-distance calls, whether business or personal, then a separate telephone not connected to the county system shall be installed at the Contractor's expense.

- d. Extermination services and removal of trash and garbage from loading dock areas.
- e. General maintenance to the building structure. The County's maintenance does not include day-to-day cleaning operations in the kitchen and food storage areas, which shall be provided by the Contractor. The County's maintenance does not include repair of kitchen equipment.

8. Proposal Evaluation

- a. Proposal Evaluation Method. The county will apply the following priority (order of importance) in evaluating proposals:
 - i. Project Understanding/Approach
 - ii. Cost
 - iii. Company/Personnel Experience
 - iv. References.
- b. The County reserves the right to seek additional/supplemental information as needed.
- c. The county may contact proposers for further questions and/or interviews.

9. Conflict of Interest. If a Proposer has any existing client relationship that involves Codington County, the Proposer must disclose each relationship.

10. The County reserves the right to negotiate modifications and costs with the successful proposer.

11. Taxes. Codington County is exempt from sales taxes. However, the contractor shall pay all taxes required as stated by law. Codington County cannot exempt others from tax.

12. Compliance with Laws. The contractor will comply with all local, State and Federal laws, rules, ordinances and regulations.

13. Termination

- a. Codington County reserves the right to terminate the contract immediately in the event that the contractor discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law or fails to keep in force any required insurance policies or bonds.
- b. Failure of the successful Proposer to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Codington County. Codington County shall pay for services rendered up to the point of termination.
- c. Notwithstanding anything to the contrary contained in the contract between the County and the contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful Proposer.
- d. If the termination clause is used by the County, the contractor will be paid by the County for all scheduled work completed satisfactorily by the contractor up to the termination date set forth in the written termination notice.

14. Non-discrimination. Codington County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

15. **Insurance.** The contractor shall obtain and maintain the following minimum limits of insurance continuously during the term of this Agreement:
- a. Workers' compensation insurance covering the Provider as an independent contractor and any employees who the Provider employs under this Agreement;
 - b. Comprehensive general liability insurance with limits of coverage in the amount of at least One Million Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, to include bodily injury, property damage, personal injury, and contractual damages.
 - c. Business Auto Liability with a single limit or combined limit or excess umbrella automobile liability insurance policy for all vehicles used regularly in the provision of services under this Agreement for an amount of not less than \$500,000.00 per accident for property damage, \$500,000.00 for bodily injury and/or damage to any one person, and \$1,500,000.00 for total bodily injuries and/or damage arising out of a single occurrence.
 - d. The contractor further agrees to protect, defend, indemnify, and hold harmless Codington County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this proposal.
 - e. The contractor shall notify the County in writing sixty (60) days prior to change in insurance or cancellation date. The failure of the contractor to deliver a new certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.
 - f. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the County shall have the absolute right to terminate the contract without any further obligation to the contractor. Furthermore, the contractor shall be responsible for the cost of procuring the uncompleted portion of the contract at the time of termination.
 - g. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on the job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.
 - h. The contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.
16. **Indemnity.** To the fullest extent permitted by law, the contractor will indemnify, defend, and hold Codington County harmless from and against any and all claims, damages, losses, and expenses, including but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Proposer or anyone for whom the contractor is responsible.

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME : Eugene Beynon		DATE: 3/9/2020
EFFECTIVE DATE: 3/9/2020	POSITION TITLE: Temporary Building Maintenance	DEPARTMENT: Maintenance
CURRENT STEP: #3	NEW STEP: #3	
CURRENT PAY RATE: \$16.17	NEW PAY RATE: \$16.45	
REASONS FOR CHANGE: Assist maintenance staff while full time employee is out for injury		

EMPLOYEE SIGNATURE Eugene Beynon

DEPARTMENT HEAD SIGNATURE Steve Molengraaf

DATE 3-18-20

COUNTY COMMISSIONERS _____

DATE _____

CODINGTON COUNTY AUDITOR

MAR 11 2020

FILED

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

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME : MILO FORD		DATE: 3/10/2020
EFFECTIVE DATE: 2/25/2020	POSITION TITLE: Facility Advisor	DEPARTMENT: Maintenance
CURRENT STEP:	NEW STEP:	
CURRENT PAY RATE:	NEW PAY RATE: \$30/hr	
REASONS FOR CHANGE: Assist as a consulting agent until duties are met suitable by facility manager.		

EMPLOYEE SIGNATURE _____

DEPARTMENT HEAD SIGNATURE Steve Maloney

DATE _____

COUNTY COMMISSIONERS _____

DATE _____

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

CODINGTON COUNTY AUDITOR

MAR 11 2020

FILED