

AGENDA
Codington County Board of Commissioners
Codington County Courthouse, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
2:00 p.m., Thursday, June 4, 2020

- 1. Pledge of Allegiance**
- 2. Conflict of interest items**
- 3. Action to approve the agenda**
- 4. Action to approve the minutes of May 26, 2020**
- 5. Monthly reports**
 - a. Veterans Service**
- 6. Action to canvass and approve canvass of 2020 Primary Election results**
- 7. Discussion/action regarding speed limits on County roads in eastern Codington County**
- 8. Discussion/action regarding mailing fees suspended during the Courthouse closure**

- 9. Discussion/action regarding a chip seal project at Memorial Park**
- 10. Discussion/action regarding waiver requirements for the rental of County facilities**
- 11. Opening of Human Resource and Labor Negotiation Services proposals**
- 12. Discussion regarding contracting with Inter Lakes Community Action for case work services**
- 13. Discussion/possible action on COVID-19 practices and procedures**
- 14. Action to approve claims for payment**
- 15. Action to approve automatic budget supplements**
- 16. Action to approve personnel changes**
- 17. Action to approve travel requests**
- 18. Public Notices – a possible quorum of Commissioners could be in attendance at:**
 - a.**
- 19. Old Business**
- 20. New Business**
- 21. Open**
 - a. Public Comments**
 - b. Commission Comments**

22. 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)**

23. Action to adjourn until 9:00 a.m., Tuesday, June 9th, 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

May 26, 2020

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, May 26, 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. Emergency Management Director, Jamie Torstenson, lead the pledge of allegiance.

CALLS FOR PUBLIC COMMENT

Chair Hanten called for public comments for the Open, none were forthcoming. During the time of the COVID-19 crisis, phone numbers will be listed on the agenda for the benefit of anyone who wishes to address the Board during the "Open" section of the meeting.

CONFLICT OF INTEREST ITEMS

There were no conflict of interest items to note.

AGENDA APPROVED

Motion by Johnson, second by VanDusen, to approve the May 26 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Gabel, second by Waterman, to approve the minutes of May 19, 2020; all voted aye; motion carried.

MONTHLY REPORTS

Emergency Management Director, Jamie Torstenson, reported State and CDC guidelines continued to be followed regarding the COVID-19 event; the Unified Command Team is meeting every Monday at 1:00 p.m.; the full Task Force continues to meet each Thursday at 7:00 a.m.; masks for the public are available through the local Salvation Army; masks have been provided to all County offices; the County Task Force meets weekly on Fridays; monitoring of water levels continues; and Emergency Management has updated the phone system in the office.

2020-2021 MALT BEVERAGE LICENSE RENEWALS

Motion by Johnson, second by Waterman, to approve the following 2020-2021 Malt Beverage license renewal applications as announced by the Auditor: David Blutorn, DBA - Rooster Bar; W.J. Schmitt Enterprise, Inc., DBA-Southfork Lounge; and Sisseton-Wahpeton Sioux Tribe DBA Dakota Sioux Casino. Upon vote of the Board; all voted aye; motion carried.

2020 COUNTY AND CONSOLIDATED BOARD OF EQUALIZATION MINUTES

Motion by Gabel, second by VanDusen, to approve the 2020 County Board of Equalization minutes; all voted aye; motion carried. Motion by Gabel, second by VanDusen, to approve the 2020 Consolidated Board of Equalization minutes; all voted aye; motion carried.

CELL PHONE STIPEND

Motion by Gabel, second by Hanten, to approve a monthly cell phone stipend, in the amount of \$40.00 per mo., beginning June 1, 2020, for Corrections Sergeant, Shawn Nills; Gabel, Johnson, VanDusen and Hanten voted aye; Waterman voted no; motion carried.

BRIDGE REPLACEMENT PROGRAM RESOLUTION

Highway Supt., Rick Hartley, presented the Board with a Federal Aid Bridge Replacement Program Resolution for their approval. The Highway Supt. advised the Board the bridge submitted for replacement is located on County Road 13 (Sioux Conifer Road). Motion by Johnson, second by Waterman to approve Resolution 2020-11 to apply for the replacement of the afore mentioned bridge; all voted aye; motion carried:

**RESOLUTION 2020-11
FEDERAL AID BRIDGE REPLACEMENT PROGRAM RESOLUTION
FOR COUNTY AND URBAN PROJECTS**

WHEREAS, Codington County desires the replacement of the bridge hereinafter described:

STRUCTURE NUMBER AND LOCATION: Bridge #15-170-144
located 0.4 south intersection 168 St. & 453 Ave

LIST OF CURRENT LANDOWNERS ADJACENT TO THE PROJECT:

George Surgent, 45204 167 St., Watertown, SD 57201
Casey & April Johnston, 3324 Sioux Conifer Rd., Watertown, SD 57201

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

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

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

1. The condition rating is 4 (poor).
2. The bridge is not located on a County or Township designated No Maintenance or Minimum Maintenance Road.
3. The bridge is located on a Federal Aid Route, school bus route, a mail route, a field to farm to market road, and a lake or recreation access route.
4. The load carrying capacity of the existing bridge cannot be improved to carry legal loads by rehabilitation of the existing bridge.

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

Estimated cost of project including engineering:	\$ <u>1,900,000</u>
Federal Share:	\$ <u>1,557,050</u>
Local Share:	\$ <u>342,950</u>

Voted of Commissioners: Yes 5 No 0

Dated at Watertown, SD this 26th day of May, 2020.

Brenda Hanten

Chair

ATTEST:

Cindy Brugman

County Auditor

DETENTION CENTER BUILDING MORATORIUM

Motion by Waterman, second by VanDusen, to approve a binding resolution intended to place a hard stop on all spending pursuant to a new Codington County Detention Center or remodel. Commissioner Gabel reviewed statutory requirements of Counties pertaining to the provision of safe and secure County Jails and maintenance of same. Commissioner Gabel urged the Board to vote no on the proposed resolution.

States Attorney, Rebecca Morlock Reeves, addressed the Board regarding the preparation of the proper format and wording of such a resolution before the Board could prudently take action to approve or disapprove said resolution. Upon further discussion from each member of the Board; Waterman withdrew his motion until a future time under more refined circumstances.

CODINGTON COUNTY BACK TO “NEW NORMAL” PLAN

Motion Gabel, second by VanDusen, to approve Codington County’s Back to “New Normal” Plan which removes the criterion in Phase 2 regarding “downward trend in new cases (State guidance)” and to change the wording of the last criterion to re-open all Codington County offices/buildings after absentee/early voting is complete, June 2nd, 2020; all voted aye; motion carried.

MEMORIAL PARK COVID-19 OPERATIONS

Motion by VanDusen, second by Waterman, to open all facilities at Memorial Park on June 2nd, 2020; all voted aye; motion carried. A discussion was held regarding correspondence from the County’s insurance carrier regarding requiring a waiver from anyone renting county facilities. The Board noted a request has been made to hold a small private wedding at Memorial Park on June 12th with a rehearsal on June 11th. This item needs no action as the event will take place outside of the campground area and the park will be open to the public by that date.

SALARY CLAIMS

Motion by Gabel, second by Johnson, to approve for payment the following salary claims for the month ending May 31, 2020; all voted aye; motion carried: Commissioners: 10,417.28 total salaries. Election: 386.42 total salaries. Auditor: 21,089.89 total salaries. Co. Treasurer: 31,936.56 total salaries; Sandy Theye 3339.06 step increase. States Attorney: 38,844.46 total salaries. Gov. Buildings: 14,727.92 total salaries. Dir. Equalization: 43,308.77 total salaries; Diane Merchant 3902.82 step increase; Sarah Tesch 3243.36 step increase. Reg. of Deeds: 22,142.99 total salaries. Veterans Service: 10,244.82 salaries. Sheriff: 92,242.29 total salaries; Brent Solum 4964.44 promotion. Co. Jail: 107,402.94 total salaries; Shawn Nills 4148.16 promotion Justin Halajian 4047.24 promotion; Steve Stahlke new hire. Welfare: 5,035.93 total salaries. County Nurse: 4,900.09 total salaries. Co. Park: 8,772.60 total salaries; John Schwandt 16.45 per hr. seasonal; Steve Deville 18.64 per hr. seasonal; Ag. Bldg.: 9,501.50 total salaries. Co. Extension: 10,004.47 total salaries. Weed: 2,355.49 total salaries; John Engels 19.11 per hr. seasonal. Road & Bridge: 95,559.62 total salaries; Doug Torstenson 3767.10 step increase. Emergency Management: 12,327.65 total salaries. Crime Victim: 6,833.83 total salaries. W.I.C.: 4,555.36 total salaries. Total 552,590.88. Breakdown of withholding amounts which are included in the above: S.D. Retirement 50,488.08; S.D. Retirement 66.61 spouse option; S.D. Supplemental Retire. 3,175.00 suppl. retire.; Sanford 73,986.78 ins.; Reliance Standard Life Insurance 487.70 life ins.; Delta Dental 6254.20 ins.; Avesis 895.67 ins.; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 519.20 employee union dues; AFLAC 4,037.76 ins.; John Hancock 4,945.00 suppl. retire.; AFLAC 652.36 ins.; Watertown United Way 65.00 employee contributions; Office of Child Support 435.00 employee payments; Sioux Valley Credit Union 23,072.07 employee payments; SDRS Supplemental Retirement 4,640.00 Roth retirement; Teamsters Local Union 120 273.00 employee union due; Codington County Deputy Sheriff’s Association 135.00 employee union dues; ReliaBank Dakota 36,906.95 federal withholding; ReliaBank Dakota 62,495.06 social security; Barbara Curtis 800.00 employee payment; Midwest Credits 149.67 garnishment.

CLAIMS APPROVED

Motion by VanDusen, second by Gabel, to approve for payment the following claims; all voted aye; motion carried: Greg Dargatz 116.43 sup, Delta Dental 42.50 prem, Reliance Life Insurance 5.38 prem, Sanford Health 712.68 prem, VISA Reliabank 2890.21 sup/trav, Watertown City Finance 23020.15 surcharge collections 911.

AUTOMATIC BUDGET SUPPLEMENT

Motion by Johnson, second by Waterman, to approve an automatic budget supplement in the amount of \$1,165.00 to the Historic Preservation budget with grant reimbursement funds; all voted aye; motion carried.

PERSONNEL CHANGES

Motion by Gabel, second by Waterman, to approve the following personnel changes: Marcy Rossow, Detention Center cook, anniversary step increase, step 11/\$19.56 per hour, effective 6/1/2020; Gailen Geffre, Highway Dept. seasonal custodian, step 1/\$14.50 per hour, effective 5/18/2020; all voted aye; motion carried.

EXECUTIVE SESSION

Motion by Gabel, second by Johnson, to enter into executive session at 10:14 a.m., per SDCL 1-25-2, to discuss personnel issues; all voted aye; motion carried. The Board returned to regular session at 10:40 a.m. No action was taken. Human Resource Director Satterlee was present for executive session.

ADJOURNMENT

There being no further business to come before the Board a motion was made by Johnson, second by Gabel, to adjourn at 10:40 a.m., until 2:00 p.m., Thursday, June 4, 2020; all voted aye; motion carried.

ATTEST:

Cindy Brugman
Codington County Auditor

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Published once at the total approximate cost of \$ _____

Current: 2 JUN 2020 - Codington County Veterans Service Office – Todd Rose

We did find the old blinds in the closet, after looking them over I made decision to go forward with new blinds due to overall functioning and appearance. Per Commissioner request blinds order has been canceled and is on hold till a later date.

Attended two local Veteran's meetings last month. Peg and I helped put flags out at Mount Hope Cemetery for Memorial Day.

We had no trips for medical appointments. We continue to process claims with limited contact with public.

Talk with our local VA clinic (CBOC) they are still not seeing patients and don't know for sure when they will start. The CBOC is working with patients via telephonic appointments. I see telehealth as a process the VA will continue to use and project it to increase as a way of taking care of Veterans.

Contacted Community Transit and they will provide rides to all locations within Watertown for any medical appointments.

We heard back from state archives dept, they sent us a state manual for County Veterans' Service Records Retention and Destruction Schedule DTD 1985. Talked to the SD Dept of Veterans Affairs and they are going to update and push back out at a later date. Then the county commission will need to adopt it and then we can proceed to follow that guidance.

Our DAV Explorer has over 160,000 miles on it and according to my research it will take approximately 12 months to complete the process of requesting and receiving a new vehicle. Please see info paper on tentative process.

Our plan to move to Phase 2 will be to communicate with local veteran organizations that we are open normal hours and for business and not turn anyone away from walking in, but we would like to try and work more by appointment as much as possible to keep limited people in our work area. We have acquired 2 sneeze guards for office, have had sanitizer on order and working on temporary signage for entrance and office area.

Future:

Continue to work on new DAV vehicle process.

Continue to work on our records issue.

Working on office computer network connections to increase claims efficiency.

Acquire some type of air filtration or fan to help with air movement with in offices.

Any questions or concerns?

1. Purpose: Initial Facts and Assumptions for Commissioners on new DAV vehicle procurement. *Some data is estimated SD-Disabled American Veterans figures used from vehicles acquired by other counties in SD.
2. Facts and Assumptions:
 - a. Current county DAV vehicle is a 2009 Ford Explorer 4Dr XLT 4x2 with 160,521 miles, estimated Kelly Blue Book \$4300. DAV Plate # 13461.
 - b. SF VA-Volunteer Svc Dept is where we get a certificate to obtain the title for our Explorer. County will be able to decide what to do with vehicle. DAV wrap has to be removed from vehicle.
 - c. SD-DAV usually updates their vehicles between 120,000 and 150,000 miles.
 - d. VA DAV offices pays gas and maintenance on county donated DAV vehicles.
 - e. Not all counties in South Dakota have DAV vehicles. Currently 27 DAV vehicles in the state.
 - f. Watertown has a VA Community Based Outpatient Clinic (CBOC).
 - g. Community (Watertown) Transit will provide free rides to all local medical locations for all medical related appointments.
 - h. Veterans Transit Service is also available and handles wheelchair rides, it is based out of Sioux Falls VA.
 - i. County is not required by law to provide rides for Veterans, it is a provided service to them.
 - j. Federally recognized Veterans are eligible for rides if they have an appointment at the VA or contracted VA facility and they are ambulatory. They could have a caregiver ride with them if needed.
 - k. Codington County Veteran population as of FG-2018 was 2,059 individuals with a total expenditure of \$13,793,000.
 - l. There is a possible National DAV grant to cover half of the cost of the vehicle, it is an assumption that we will get this, when figuring vehicle cost share.
 - m. County can seek additional donations from local businesses or organizations to help defray cost of vehicle. They would more than likely get a recognition spot on vehicle if they want one depending on the donation amount, SF DAV does that for donations of more than \$2000.
 - n. Historical trips by year are: 257 trips in 5 yrs 6 mths.
 - i. OCT19 - MAR20 = 15 trips, OCT18 - SEP19 = 67 trips, OCT17 - SEP18 = 9 trips
 - ii. OCT16 - SEP17 = 43 trips, OCT15 - SEP16 = 42 trips, OCT14 - SEP15 = 81 trips
 - o. Steady decrease with in the state of transported Veterans from 2005 at 20,321 passengers to 2019 at 6,861 passengers
 - p. Telehealth appointments are increasing and seems to be a way forward for the VA.
 - q. Ongoing issue of maintaining a list of qualified volunteer drivers. We currently have 3 qualified drivers and 3 that need to updated requirements to drive. The current process to get drivers qualified is tedious and time consuming. Finding volunteers is also a huge ongoing issue, 3 years since any new volunteers.
 - r. When the VSO office drives, they are out of the office and not helping other veterans and the county is paying them to volunteer to transport one or two veterans.
 - s. Prior to submitting 2020 DAV TN Vehicle application, we must verify that senior leadership at the SF - VAMC is willing to accept the donation for use in conjunction with the DAV TN guidelines.
 - t. This years' vehicle procurement process will start in SEP20, selection of type of vehicle and packet need to be in by NOV20. Upon approval payment needs to be made by MAR21. Pickup from DAV National HQs would be JUN21 and then final setup and wrap completed JUL21, start using AUG21. This time line is based on previous years vehicle acquisitions.
 - u. For financial estimate a last year purchase of a 2020 Ford Transit Connect 7-passenger full cost was \$25,174 after National DAV grant, county cost share would be \$13,845.
 - v. Requested \$14,200 in VSO budget for 2021 for new DAV vehicle.

**FACILITIES USE AGREEMENT
AND RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK,
CONSENT, AND INDEMNITY AGREEMENT – COVID-19 (“AGREEMENT”)**

In consideration of being allowed to use the facilities of Codington County Extension Complex for _____ (hereinafter “Voluntary Activity”), and related events and activities. I, the undersigned, hereby acknowledge and agree to the following:

1. In addition to, and not in substitution of, the Codington County Facility Rental and Use Agreement signed by _____ on _____, 2020, for _____, which is hereby incorporated into this document by this reference, I voluntarily enter into and execute this Agreement on behalf of _____, its officers, agents, employees, volunteers, successors, and assigns (hereinafter “User”).

2. User recognizes that COVID-19 is primarily spread from person-to-person and can even be spread by people who are not showing symptoms. User further recognizes that COVID-19 may be spread by coming into contact with surfaces or objects that have the virus on it. User recognizes and voluntarily accepts that the Voluntary Activity that User is engaging in may bring participants into contact with persons or objects carrying the virus and that through such contact, the participants may become infected or infect others with COVID-19. User has been fully informed that engaging in this Voluntary Activity could **INCREASE** the participant’s risk of contracting COVID-19 and the potential to pass the virus along to others.

3. User hereby forever releases, discharges and acquits Codington County and its officers, agents, employees, volunteers, successors, and assigns (hereinafter “Released Parties”) from any and all claims, including, but not limited to, claims for illness, death, personal injury or damage to property of any nature which may arise from or in connection with any exposure or potential exposure to COVID-19 as a result of this Voluntary Activity. User releases the Released Parties from responsibility for any such injury or damage, including death, that may result before, during or subsequent to the above-described activity. User agrees and covenants not to sue Released Parties for any such injury or damage, including death, which may be caused by exposure or potential exposure to COVID-19 as a result this Voluntary Activity.

4. User agrees to bind itself, its officers, agents, employees, volunteers, successors, and assigns and will indemnify and hold harmless the Released Parties from any and all loss, including, but not limited to, damage or injury, pain, suffering, illness, or loss, including death, that may occur as a result of the Voluntary Activity including any claims brought by third-parties who may have become exposed to COVID-19 as a result of this Voluntary Activity.

5. User hereby assumes and accepts all risk and liability for any losses, damages, expenses, personal and bodily injuries (including death), which may be suffered or sustained by any person as a result of engaging in this Voluntary Activity due to exposure or potential exposure to COVID-19. User understands that neither the Released Parties, nor its insurer, or its workers’ compensation policy, provides User, participants, or any other person, any medical or other coverage for injury or loss resulting from COVID-19.

6. User agrees that it is solely responsible to routinely clean and disinfect the facility and to implement appropriate hygiene, screening, and supervision procedures to protect User and participants engaging in the Voluntary Activity and others who may become infected with COVID-19 as a result of the Voluntary Activity.

7. User further agrees that if a suit is brought against the Released Parties for any claim released, or any risk or liability assumed, by User, under this Agreement, that User will be responsible for attorney's fees and any costs incurred by the Released Party in defending such action.

8. User expressly agrees that it has carefully read this Agreement and understand its effects. This is a binding legal document, an enforceable contract and not a mere recital. It is the intent of the parties that if any part of this Agreement is held invalid, then the remainder of its provisions will remain enforceable to the fullest extent allowable by law.

9. Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, CONSENT, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated this _____ day of _____ 20____.

_____ (Name of Entity using facility)

_____ (Address of Entity using facility)

By (Printed Name): _____

Title: _____

Signature _____

Date: _____

Codington County Extension Complex

1910 West Kemp Ave., Watertown, SD 57201

By (Printed Name): _____

Title: _____

Signature _____

Date: _____

**FACILITIES USE AGREEMENT
AND RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK,
CONSENT, AND INDEMNITY AGREEMENT – COVID-19 (“AGREEMENT”)**

In consideration of being allowed to use the facilities of Codington County Memorial Park for _____ (hereinafter “Voluntary Activity”), and related events and activities. I, the undersigned, hereby acknowledge and agree to the following:

1. In addition to, and not in substitution of, the Codington County Facility Rental and Use Agreement signed by _____ on _____, 2020, for _____, which is hereby incorporated into this document by this reference, I voluntarily enter into and execute this Agreement on behalf of _____, its officers, agents, employees, volunteers, successors, and assigns (hereinafter “User”).
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3. User hereby forever releases, discharges and acquits Codington County and its officers, agents, employees, volunteers, successors, and assigns (hereinafter “Released Parties”) from any and all claims, including, but not limited to, claims for illness, death, personal injury or damage to property of any nature which may arise from or in connection with any exposure or potential exposure to COVID-19 as a result of this Voluntary Activity. User releases the Released Parties from responsibility for any such injury or damage, including death, that may result before, during or subsequent to the above-described activity. User agrees and covenants not to sue Released Parties for any such injury or damage, including death, which may be caused by exposure or potential exposure to COVID-19 as a result this Voluntary Activity.
4. User agrees to bind itself, its officers, agents, employees, volunteers, successors, and assigns and will indemnify and hold harmless the Released Parties from any and all loss, including, but not limited to, damage or injury, pain, suffering, illness, or loss, including death, that may occur as a result of the Voluntary Activity including any claims brought by third-parties who may have become exposed to COVID-19 as a result of this Voluntary Activity.
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I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, CONSENT, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated this _____ day of _____ 20_____.

_____ (Name of Entity using facility)

_____ (Address of Entity using facility)

By (Printed Name): _____

Title: _____

Signature _____

Date: _____

Codington County Memorial Park

Watertown, SD 57201

By (Printed Name): _____

Title: _____

Signature _____

Date: _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Weed

Name of traveling employee Steve Molengraaf

Employee title Facility Manager Employee status exempt nonexempt

Purpose of travel Poison Hemlock Larvae Collection

Method of transportation county vehicle

Destination Nisland, SD

Departure date and time TBD Destination arrival date and time TBD

Return departure date and time TBD Return arrival date and time TBD

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) Fuel

Lodging expense \$95

Meals \$43 Registration

Other costs

Overtime costs involved in the requested travel

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

Yes No If no, why

Is this travel a budgeted item? Yes No

County Commission

Travel request approved: yes no Comments

Commission Chairman, Date

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The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, May 26, 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. Emergency Management Director, Jamie Torstenson, lead the pledge of allegiance.

CALLS FOR PUBLIC COMMENT

Chair Hanten called for public comments for the Open, none were forthcoming. During the time of the COVID-19 crisis, phone numbers will be listed on the agenda for the benefit of anyone who wishes to address the Board during the "Open" section of the meeting.

CONFLICT OF INTEREST ITEMS

There were no conflict of interest items to note.

AGENDA APPROVED

Motion by Johnson, second by VanDusen, to approve the May 26 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Gabel, second by Waterman, to approve the minutes of May 19, 2020; all voted aye; motion carried.

MONTHLY REPORTS

Emergency Management Director, Jamie Torstenson, reported State and CDC guidelines continued to be followed regarding the COVID-19 event; the Unified Command Team is meeting every Monday at 1:00 p.m.; the full Task Force continues to meet each Thursday at 7:00 a.m.; masks for the public are available through the local Salvation Army; masks have been provided to all County offices; the County Task Force meets weekly on Fridays; monitoring of water levels continues; and Emergency Management has updated the phone system in the office.

2020-2021 MALT BEVERAGE LICENSE RENEWALS

Motion by Johnson, second by Waterman, to approve the following 2020-2021 Malt Beverage license renewal applications as announced by the Auditor: David Blutorn, DBA - Rooster Bar; W.J. Schmitt Enterprise, Inc., DBA-Southfork Lounge; and Sisseton-Wahpeton Sioux Tribe DBA Dakota Sioux Casino. Upon vote of the Board; all voted aye; motion carried.

2020 COUNTY AND CONSOLIDATED BOARD OF EQUALIZATION MINUTES

Motion by Gabel, second by VanDusen, to approve the 2020 County Board of Equalization minutes; all voted aye; motion carried. Motion by Gabel, second by VanDusen, to approve the 2020 Consolidated Board of Equalization minutes; all voted aye; motion carried.

CELL PHONE STIPEND

Motion by Gabel, second by Hanten, to approve a monthly cell phone stipend, in the amount of \$40.00 per mo., beginning June 1, 2020, for Corrections Sergeant, Shawn Nills; Gabel, Johnson, VanDusen and Hanten voted aye; Waterman voted no; motion carried.

Codington County, May 26, 2020

BRIDGE REPLACEMENT PROGRAM RESOLUTION

Highway Supt., Rick Hartley, presented the Board with a Federal Aid Bridge Replacement Program Resolution for their approval. The Highway Supt. advised the Board the bridge submitted for replacement is located on County Road 13 (Sioux Conifer Road). Motion by Johnson, second by Waterman to approve Resolution 2020-11 to apply for the replacement of the afore mentioned bridge; all voted aye; motion carried:

RESOLUTION 2020-11**FEDERAL AID BRIDGE REPLACEMENT PROGRAM RESOLUTION
FOR COUNTY AND URBAN PROJECTS**

WHEREAS, Codington County desires the replacement of the bridge hereinafter described:

STRUCTURE NUMBER AND LOCATION: Bridge #15-170-144

located 0.4 south intersection 168 St. & 453 Ave

LIST OF CURRENT LANDOWNERS ADJACENT TO THE PROJECT:

George Surgent, 45204 167 St., Watertown, SD 57201

Casey & April Johnston, 3324 Sioux Conifer Rd., Watertown, SD 57201

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

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

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

1. The condition rating is 4 (poor).
2. The bridge is not located on a County or Township designated No Maintenance or Minimum Maintenance Road.
3. The bridge is located on a Federal Aid Route, school bus route, a mail route, a field to farm to market road, and a lake or recreation access route.
4. The load carrying capacity of the existing bridge cannot be improved to carry legal loads by rehabilitation of the existing bridge.

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

Estimated cost of project including engineering: \$ 1,900,000

Federal Share: \$ 1,557,050

Local Share: \$ 342,950

Voted of Commissioners: Yes 5 No 0

Dated at Watertown, SD this 26th day of May, 2020.

Brenda Hanten

Chair

ATTEST:

Cindy Brugman

County Auditor

DETENTION CENTER BUILDING MORATORIUM

Motion by Waterman, second by VanDusen, to approve a binding resolution intended to place a hard stop on all spending pursuant to a new Codington County Detention Center or remodel. Commissioner Gabel reviewed statutory requirements of Counties pertaining to the provision of safe and secure County Jails and maintenance of same. Commissioner Gabel urged the Board to vote no on the proposed resolution.

Codington County, May 26, 2020

States Attorney, Rebecca Morlock Reeves, addressed the Board regarding the preparation of the proper format and wording of such a resolution before the Board could prudently take action to approve or disapprove said resolution. Upon further discussion from each member of the Board; Waterman withdrew his motion until a future time under more refined circumstances.

CODINGTON COUNTY BACK TO “NEW NORMAL” PLAN

Motion Gabel, second by VanDusen, to approve Codington County’s Back to “New Normal” Plan which removes the criterion in Phase 2 regarding “downward trend in new cases (State guidance)” and to change the wording of the last criterion to re-open all Codington County offices/buildings after absentee/early voting is complete, June 2nd, 2020; all voted aye; motion carried.

MEMORIAL PARK COVID-19 OPERATIONS

Motion by VanDusen, second by Waterman, to open all facilities at Memorial Park on June 2nd, 2020; all voted aye; motion carried. A discussion was held regarding correspondence from the County’s insurance carrier regarding requiring a waiver from anyone renting county facilities. The Board noted a request has been made to hold a small private wedding at Memorial Park on June 12th with a rehearsal on June 11th. This item needs no action as the event will take place outside of the campground area and the park will be open to the public by that date.

SALARY CLAIMS

Motion by Gabel, second by Johnson, to approve for payment the following salary claims for the month ending May 31, 2020; all voted aye; motion carried: Commissioners: 10,417.28 total salaries. Election: 386.42 total salaries. Auditor: 21,089.89 total salaries. Co. Treasurer: 31,936.56 total salaries; Sandy Theye 3339.06 step increase. States Attorney: 38,844.46 total salaries. Gov. Buildings: 14,727.92 total salaries. Dir. Equalization: 43,308.77 total salaries; Diane Merchant 3902.82 step increase; Sarah Tesch 3243.36 step increase. Reg. of Deeds: 22,142.99 total salaries. Veterans Service: 10,244.82 salaries. Sheriff: 92,242.29 total salaries; Brent Solum 4964.44 promotion. Co. Jail: 107,402.94 total salaries; Shawn Nills 4148.16 promotion Justin Halajian 4047.24 promotion; Steve Stahlke new hire. Welfare: 5,035.93 total salaries. County Nurse: 4,900.09 total salaries. Co. Park: 8,772.60 total salaries; John Schwandt 16.45 per hr. seasonal; Steve Deville 18.64 per hr. seasonal; Ag. Bldg.: 9,501.50 total salaries. Co. Extension: 10,004.47 total salaries. Weed: 2,355.49 total salaries; John Engels 19.11 per hr. seasonal. Road & Bridge: 95,559.62 total salaries; Doug Torstenson 3767.10 step increase. Emergency Management: 12,327.65 total salaries. Crime Victim: 6,833.83 total salaries. W.I.C.: 4,555.36 total salaries. Total 552,590.88. Breakdown of withholding amounts which are included in the above: S.D. Retirement 50,488.08; S.D. Retirement 66.61 spouse option; S.D. Supplemental Retire. 3,175.00 suppl. retire.; Sanford 73,986.78 ins.; Reliance Standard Life Insurance 487.70 life ins.; Delta Dental 6254.20 ins.; Avesis 895.67 ins.; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 519.20 employee union dues; AFLAC 4,037.76 ins.; John Hancock 4,945.00 suppl. retire.; AFLAC 652.36 ins.; Watertown United Way 65.00 employee contributions; Office of Child Support 435.00 employee payments; Sioux Valley Credit Union 23,072.07 employee payments; SDRS Supplemental Retirement 4,640.00 Roth retirement; Teamsters Local Union 120 273.00 employee union due; Codington County Deputy Sheriff’s Association 135.00 employee union dues; ReliaBank Dakota 36,906.95 federal withholding; ReliaBank Dakota 62,495.06 social security; Barbara Curtis 800.00 employee payment; Midwest Credits 149.67 garnishment.

CLAIMS APPROVED

Motion by VanDusen, second by Gabel, to approve for payment the following claims; all voted aye; motion carried: Greg Dargatz 116.43 sup, Delta Dental 42.50 prem, Reliance Life Insurance 5.38 prem, Sanford Health 712.68 prem, VISA Reliabank 2890.21 sup/trav, Watertown City Finance 23020.15 surcharge collections 911.

AUTOMATIC BUDGET SUPPLEMENT

Motion by Johnson, second by Waterman, to approve an automatic budget supplement in the amount of \$1,165.00 to the Historic Preservation budget with grant reimbursement funds; all voted aye; motion carried.

PERSONNEL CHANGES

Motion by Gabel, second by Waterman, to approve the following personnel changes: Marcy Rossow, Detention Center cook, anniversary step increase, step 11/\$19.56 per hour, effective 6/1/2020; Gailen Geffre, Highway Dept. seasonal custodian, step 1/\$14.50 per hour, effective 5/18/2020; all voted aye; motion carried.

EXECUTIVE SESSION

Motion by Gabel, second by Johnson, to enter into executive session at 10:14 a.m., per SDCL 1-25-2, to discuss personnel issues; all voted aye; motion carried. The Board returned to regular session at 10:40 a.m. No action was taken. Human Resource Director Satterlee was present for executive session.

ADJOURNMENT

There being no further business to come before the Board a motion was made by Johnson, second by Gabel, to adjourn at 10:40 a.m., until 2:00 p.m., Thursday, June 4, 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 \$_____

Current: 2 JUN 2020 - Codrington County Veterans Service Office – Todd Rose

We did find the old blinds in the closet, after looking them over I made decision to go forward with new blinds due to overall functioning and appearance. Per Commissioner request blinds order has been canceled and is on hold till a later date.

Attended two local Veteran's meetings last month. Peg and I helped put flags out at Mount Hope Cemetery for Memorial Day.

We had no trips for medical appointments. We continue to process claims with limited contact with public.

Talk with our local VA clinic (CBOC) they are still not seeing patients and don't know for sure when they will start. The CBOC is working with patients via telephonic appointments. I see telehealth as a process the VA will continue to use and project it to increase as a way of taking care of Veterans.

Contacted Community Transit and they will provide rides to all locations within Watertown for any medical appointments.

We heard back from state archives dept, they sent us a state manual for County Veterans' Service Records Retention and Destruction Schedule DTD 1985. Talked to the SD Dept of Veterans Affairs and they are going to update and push back out at a later date. Then the county commission will need to adopt it and then we can proceed to follow that guidance.

Our DAV Explorer has over 160,000 miles on it and according to my research it will take approximately 12 months to complete the process of requesting and receiving a new vehicle. Please see info paper on tentative process.

Our plan to move to Phase 2 will be to communicate with local veteran organizations that we are open normal hours and for business and not turn anyone away from walking in, but we would like to try and work more by appointment as much as possible to keep limited people in our work area. We have acquired 2 sneeze guards for office, have had sanitizer on order and working on temporary signage for entrance and office area.

Future:

Continue to work on new DAV vehicle process.

Continue to work on our records issue.

Working on office computer network connections to increase claims efficiency.

Acquire some type of air filtration or fan to help with air movement with in offices.

Any questions or concerns?

28 MAY2020

1. Purpose: Initial Facts and Assumptions for Commissioners on new DAV vehicle procurement. *Some data is estimated SD-Disabled American Veterans figures used from vehicles acquired by other counties in SD.
2. Facts and Assumptions:
 - a. Current county DAV vehicle is a 2009 Ford Explorer 4Dr XLT 4x2 with 160,521 miles, estimated Kelly Blue Book \$4300. DAV Plate # 13461.
 - b. SF VA-Volunteer Svc Dept is where we get a certificate to obtain the title for our Explorer. County will be able to decide what to do with vehicle. DAV wrap has to be removed from vehicle.
 - c. SD-DAV usually updates their vehicles between 120,000 and 150,000 miles.
 - d. VA DAV offices pays gas and maintenance on county donated DAV vehicles.
 - e. Not all counties in South Dakota have DAV vehicles. Currently 27 DAV vehicles in the state.
 - f. Watertown has a VA Community Based Outpatient Clinic (CBOC).
 - g. Community (Watertown) Transit will provide free rides to all local medical locations for all medical related appointments.
 - h. Veterans Transit Service is also available and handles wheelchair rides, it is based out of Sioux Falls VA.
 - i. County is not required by law to provide rides for Veterans, it is a provided service to them.
 - j. Federally recognized Veterans are eligible for rides if they have an appointment at the VA or contracted VA facility and they are ambulatory. They could have a caregiver ride with them if needed.
 - k. Codington County Veteran population as of FG-2018 was 2,059 individuals with a total expenditure of \$13,793,000.
 - l. There is a possible National DAV grant to cover half of the cost of the vehicle, it is an assumption that we will get this, when figuring vehicle cost share.
 - m. County can seek additional donations from local businesses or organizations to help defray cost of vehicle. They would more than likely get a recognition spot on vehicle if they want one depending on the donation amount, SF DAV does that for donations of more than \$2000.
 - n. Historical trips by year are: 257 trips in 5 yrs 6 mths.
 - i. OCT19 - MAR20 = 15 trips, OCT18 - SEP19 = 67 trips, OCT17 - SEP18 = 9 trips
 - ii. OCT16 - SEP17 = 43 trips, OCT15 - SEP16 = 42 trips, OCT14 - SEP15 = 81 trips
 - o. Steady decrease with in the state of transported Veterans from 2005 at 20,321 passengers to 2019 at 6,861 passengers
 - p. Telehealth appointments are increasing and seems to be a way forward for the VA.
 - q. Ongoing issue of maintaining a list of qualified volunteer drivers. We currently have 3 qualified drivers and 3 that need to updated requirements to drive. The current process to get drivers qualified is tedious and time consuming. Finding volunteers is also a huge ongoing issue, 3 years since any new volunteers.
 - r. When the VSO office drives, they are out of the office and not helping other veterans and the county is paying them to volunteer to transport one or two veterans.
 - s. Prior to submitting 2020 DAV TN Vehicle application, we must verify that senior leadership at the SF - VAMC is willing to accept the donation for use in conjunction with the DAV TN guidelines.
 - t. This years' vehicle procurement process will start in SEP20, selection of type of vehicle and packet need to be in by NOV20. Upon approval payment needs to be made by MAR21. Pickup from DAV National HQs would be JUN21 and then final setup and wrap completed JUL21, start using AUG21. This time line is based on previous years vehicle acquisitions.
 - u. For financial estimate a last year purchase of a 2020 Ford Transit Connect 7-passenger full cost was \$25,174 after National DAV grant, county cost share would be \$13,845.
 - v. Requested \$14,200 in VSO budget for 2021 for new DAV vehicle.

**FACILITIES USE AGREEMENT
AND RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK,
CONSENT, AND INDEMNITY AGREEMENT – COVID-19 (“AGREEMENT”)**

In consideration of being allowed to use the facilities of Codington County Extension Complex for _____ (hereinafter “Voluntary Activity”), and related events and activities. I, the undersigned, hereby acknowledge and agree to the following:

1. In addition to, and not in substitution of, the Codington County Facility Rental and Use Agreement signed by _____ on _____, 2020, for _____, which is hereby incorporated into this document by this reference, I voluntarily enter into and execute this Agreement on behalf of _____, its officers, agents, employees, volunteers, successors, and assigns (hereinafter “User”).

2. User recognizes that COVID-19 is primarily spread from person-to-person and can even be spread by people who are not showing symptoms. User further recognizes that COVID-19 may be spread by coming into contact with surfaces or objects that have the virus on it. User recognizes and voluntarily accepts that the Voluntary Activity that User is engaging in may bring participants into contact with persons or objects carrying the virus and that through such contact, the participants may become infected or infect others with COVID-19. User has been fully informed that engaging in this Voluntary Activity could **INCREASE** the participant’s risk of contracting COVID-19 and the potential to pass the virus along to others.

3. User hereby forever releases, discharges and acquits Codington County and its officers, agents, employees, volunteers, successors, and assigns (hereinafter “Released Parties”) from any and all claims, including, but not limited to, claims for illness, death, personal injury or damage to property of any nature which may arise from or in connection with any exposure or potential exposure to COVID-19 as a result of this Voluntary Activity. User releases the Released Parties from responsibility for any such injury or damage, including death, that may result before, during or subsequent to the above-described activity. User agrees and covenants not to sue Released Parties for any such injury or damage, including death, which may be caused by exposure or potential exposure to COVID-19 as a result this Voluntary Activity.

4. User agrees to bind itself, its officers, agents, employees, volunteers, successors, and assigns and will indemnify and hold harmless the Released Parties from any and all loss, including, but not limited to, damage or injury, pain, suffering, illness, or loss, including death, that may occur as a result of the Voluntary Activity including any claims brought by third-parties who may have become exposed to COVID-19 as a result of this Voluntary Activity.

5. User hereby assumes and accepts all risk and liability for any losses, damages, expenses, personal and bodily injuries (including death), which may be suffered or sustained by any person as a result of engaging in this Voluntary Activity due to exposure or potential exposure to COVID-19. User understands that neither the Released Parties, nor its insurer, or its workers’ compensation policy, provides User, participants, or any other person, any medical or other coverage for injury or loss resulting from COVID-19.

6. User agrees that it is solely responsible to routinely clean and disinfect the facility and to implement appropriate hygiene, screening, and supervision procedures to protect User and participants engaging in the Voluntary Activity and others who may become infected with COVID-19 as a result of the Voluntary Activity.

7. User further agrees that if a suit is brought against the Released Parties for any claim released, or any risk or liability assumed, by User, under this Agreement, that User will be responsible for attorney's fees and any costs incurred by the Released Party in defending such action.

8. User expressly agrees that it has carefully read this Agreement and understand its effects. This is a binding legal document, an enforceable contract and not a mere recital. It is the intent of the parties that if any part of this Agreement is held invalid, then the remainder of its provisions will remain enforceable to the fullest extent allowable by law.

9. Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, CONSENT, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated this _____ day of _____ 20____.

_____ (Name of Entity using facility)

_____ (Address of Entity using facility)

By (Printed Name): _____

Title: _____

Signature _____

Date: _____

Codington County Extension Complex

1910 West Kemp Ave., Watertown, SD 57201

By (Printed Name): _____

Title: _____

Signature _____

Date: _____

**FACILITIES USE AGREEMENT
AND RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK,
CONSENT, AND INDEMNITY AGREEMENT – COVID-19 (“AGREEMENT”)**

In consideration of being allowed to use the facilities of Codington County Memorial Park for _____ (hereinafter “Voluntary Activity”), and related events and activities. I, the undersigned, hereby acknowledge and agree to the following:

1. In addition to, and not in substitution of, the Codington County Facility Rental and Use Agreement signed by _____ on _____, 2020, for _____, which is hereby incorporated into this document by this reference, I voluntarily enter into and execute this Agreement on behalf of _____, its officers, agents, employees, volunteers, successors, and assigns (hereinafter “User”).
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3. User hereby forever releases, discharges and acquits Codington County and its officers, agents, employees, volunteers, successors, and assigns (hereinafter “Released Parties”) from any and all claims, including, but not limited to, claims for illness, death, personal injury or damage to property of any nature which may arise from or in connection with any exposure or potential exposure to COVID-19 as a result of this Voluntary Activity. User releases the Released Parties from responsibility for any such injury or damage, including death, that may result before, during or subsequent to the above-described activity. User agrees and covenants not to sue Released Parties for any such injury or damage, including death, which may be caused by exposure or potential exposure to COVID-19 as a result this Voluntary Activity.
4. User agrees to bind itself, its officers, agents, employees, volunteers, successors, and assigns and will indemnify and hold harmless the Released Parties from any and all loss, including, but not limited to, damage or injury, pain, suffering, illness, or loss, including death, that may occur as a result of the Voluntary Activity including any claims brought by third-parties who may have become exposed to COVID-19 as a result of this Voluntary Activity.
5. User hereby assumes and accepts all risk and liability for any losses, damages, expenses, personal and bodily injuries (including death), which may be suffered or sustained by any person as a result of engaging in this Voluntary Activity due to exposure or potential exposure to COVID-19. User understands that neither the Released Parties, nor its insurer, or its workers’ compensation policy, provides User, participants, or any other person, any medical or other coverage for injury or loss resulting from COVID-19.
6. User agrees that it is solely responsible to routinely clean and disinfect the facility and to implement appropriate hygiene, screening, and supervision procedures to protect User and participants engaging in the Voluntary Activity and others who may become infected with COVID-19 as a result of the Voluntary Activity.

7. User further agrees that if a suit is brought against the Released Parties for any claim released, or any risk or liability assumed, by User, under this Agreement, that User will be responsible for attorney's fees and any costs incurred by the Released Party in defending such action.

8. User expressly agrees that it has carefully read this Agreement and understand its effects. This is a binding legal document, an enforceable contract and not a mere recital. It is the intent of the parties that if any part of this Agreement is held invalid, then the remainder of its provisions will remain enforceable to the fullest extent allowable by law.

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I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, CONSENT, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated this _____ day of _____ 20_____.

_____ (Name of Entity using facility)

_____ (Address of Entity using facility)

By (Printed Name): _____

Title: _____

Signature _____

Date: _____

Codington County Memorial Park

Watertown, SD 57201

By (Printed Name): _____

Title: _____

Signature _____

Date: _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Weed

Name of traveling employee Steve Molengraaf

Employee title Facility Manager Employee status exempt nonexempt

Purpose of travel Poison Hemlock Larvae Collection

Method of transportation county vehicle

Destination Nisland, SD

Departure date and time TBD Destination arrival date and time TBD

Return departure date and time TBD Return arrival date and time TBD

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) Fuel

Lodging expense \$95

Meals \$43 Registration

Other costs

Overtime costs involved in the requested travel

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

Yes No If no, why

Is this travel a budgeted item? Yes No

County Commission

Travel request approved: yes no Comments

Commission Chairman, Date