

AGENDA
Codington County Board of Commissioners
Codington County Courthouse, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, October 27, 2020

1. Pledge of Allegiance
2. Call for public comment. Public comment may be submitted via telephone at 605-882-6248 and 605-882-6297
3. Conflict of interest items
4. Action to approve the October 27, 2020 agenda
5. Action to approve the minutes of October 13, 2020 and minutes of October 20, 2020 unofficial meeting
6. Monthly reports
 - a. Facilities Manager
 - b. Highway Superintendent
 - c. Emergency Management Director
 - d. Sheriff
7. Action to authorize the Chair to sign a funding agreement for 2021 Bridge Improvement Grant Preliminary Engineering
8. Action to approve ordering of a pickup and truck for the Highway Dept.
9. Action to approve an inmate housing contract with Walworth County
10. Action to approve the purchase of a copy machine for the States Attorney's Office as budgeted
11. Action to approve a transfer of Commissioner's Contingency to the Legal Catastrophic Budget, \$7,516.00
12. Action to approve the application for a Weed & Pest Fund Grant for FY2022
13. Action to authorize the Chair to sign contract for development of the Hazardous Material Plan
14. Action to approve a resolution of the Jordan and Jennifer Collins Addition
15. Action to approve a resolution of Lot 1 of the Nuttbrock First Addition
16. Discussion/possible action to authorize the Chair to sign an agreement with ICAP for systems of care community-wide case management
17. Discussion/possible action to accept a proposal for a compensation study
18. Discussion/possible action to rescind the County's ban on open burning
19. Action to approve claims for payment
20. Action/possible discussion on COVID-19 practices, procedures, policy
21. Action to approve automatic budget supplements

22. Action to approve personnel changes

23. Action to approve travel requests

24. Public Notices – a possible quorum of Commissioners could be in attendance at:

25. Old Business

26. New Business

27. Open

a. Public Comments

b. Commission Comments

28. 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)

29. Action to adjourn until 9:00 a.m., Thursday, November 5th, 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.

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

October 20, 2020

Chair Brenda Hanten and Commissioner Lee Gabel were present at 9:00 a.m., Tuesday, October 20, 2020. Commissioners Charlie Waterman, Myron Johnson, and Troy VanDusen were absent. Due to a lack of a quorum the meeting was not called to order and all scheduled agenda items were carried over to the meeting scheduled for Tuesday, October 27, 2020; with the exception of the presentation of the SD Game, Fish, and Parks lifesaving awards.

SD GAME, FISH AND PARKS LIFESAVING AWARDS

Austin Norton, SD Game, Fish and Parks Wildlife Conservation Officer, based in Webster presented lifesaving awards as follows:

Joel Eisenbraun, Emily Eisenbraun, and Tom Giza were presented awards for their lifesaving efforts following a tragic boating accident on Bitter Lake in October 2019. Conservation Officer Norton read aloud the following:

During the early morning hours of October 19, 2020, at approximately 6:45 a.m., Joel Eisenbraun, Emily Eisenbraun, and Tom Giza, were preparing for an early morning duck hunt on Bitter Lake in Day County, South Dakota. While at the boat ramp these three good Samaritans heard cries for help coming from somewhere on the water. Joel and Tom immediately jumped into action, and headed their boat in the direction of the call for help. Upon arriving on the scene Joel and Tom were able to locate and rescue 2 hunters and a dog from the 44-degree water. A third hunter was nowhere to be seen. Joel and Tom headed back to the boat ramp with the two hunters and dog who were soaking wet and cold where they were met by Emily. Emily is a nurse who immediately began treating the hunters for hypothermia. Joel, Emily and Tom acted quickly upon hearing the cries for help. Without their quick thinking and response, the outcome of this tragedy could have been much worse. Conservation Officer Norton then presented each of the three with a commendation for their unselfish action on October 19, 2020.

Officer Norton, then called Search and Rescue Commander, Larry Howard, to the front of the room. Officer Norton expressed his great appreciation for the numerous services provided by the Codington County Search and Rescue Organization in Day County. Officer Norton, on behalf of the SD Game, Fish and Parks and Region 4 Conservation Officer, presented Commander Howard with an award for support service to the Codington County Search and Rescue Organization in sincere appreciation for their efforts in working and in partnership with the SD Game, Fish and Parks and its conservation officers in the Northeast Region.

RECOGNITION OF PAST FACILITY MANAGER, MILO FORD

Past Facilities Manager, Milo Ford, was present and Chair Hanten, expressed thanks, on behalf of the Board, for Mr. Ford's service to Codington County in his 29 plus years of employment with the County. Mr. Ford began his employment with Codington County in July of 1990 and formally retired January 31, 2020. During his tenure with Codington County Mr. Ford was responsible for mechanical and day to day operations at the Detention Center, Courthouse, Extension Center Complex and Memorial Park along with West Nile prevention operating procedures. Mr. Ford also worked closely with Commissioner Gabel on the project to build a new jury courtroom and installation of a fire suppression system in the Courthouse. Mr. Ford along with former Emergency Management Director, Jim Sutton, also greatly assisted with the delivering of Election equipment for the Auditor's Office each election year.

Codington County, October 20, 2020

END OF UNOFFICIAL MEETING

This informal/unofficial meeting ended at 9:22 a.m.

Cindy Brugman

Codington County Auditor

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

October 13, 2020

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, October 13, 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. Commissioner VanDusen, lead the pledge of allegiance.

CALLS FOR PUBLIC COMMENT

Chair Hanten noted public comment will be taken during the open portion 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 October 13, 2020 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Gabel, second by VanDusen, to approve the minutes of October 6, 2020; all voted aye; motion carried.

HIGHWAY SUPERINTENDENT RE-APPOINTMENT

Motion by Gabel, second by VanDusen, to re-appoint Highway Superintendent, Rick Hartley, for a period of 2 years, per SDCL 31-11-1; all voted aye; motion carried.

WILLOW CREEK BANK STABILIZATION PROJECT CHANGE ORDER

Motion by Gabel, second by Johnson, to approve a change order for the Willow Creek Bank Stabilization project, resulting in a decrease, to the overall cost of the project, in the amount of \$23,489.00; all voted aye; motion carried.

MONTHLY REPORTS

Director of Equalization, Shawna Constant, reported the end of the assessment year is November 1st and the Director's office will be working on building permits and other items in preparation for the mailing of assessment notices on March 1st, 2021. **Auditor, Cindy Brugman**, updated the Board on progress of the tax levy process, the election process, current absentee voting numbers and CARES Act reimbursement funds.

DIRECTOR OF EQUALIZATION OFFICE COMPUTER EQUIPMENT

Motion by Johnson, second by Gabel, to approve the purchase of 4 computers for the Director of Equalization office, from Connecting Point, in the amount of \$5,379.00; all voted aye; motion carried.

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

Motion by VanDusen, second by Gabel, 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 September 2020, all present voted aye; motion carried.

Cash on hand	\$ 4,208.73
--------------	-------------

Codington County, October 13, 2020

Checks in Treasurers' possession	
less than 3 days	\$ 100,727.55
Credit Card Charges	\$ 7,224.68
Cash Items	\$ 678.02
TOTAL CASH ASSETS ON HAND	\$ 112,838.98
RECONCILED CHECKING	
Great Western Bank Checking (Memorial Park)	\$ 14,775.00
Reliabank Dakota	\$22,431,261.99
INVESTMENTS	
SD Public Funds Investment	\$ 7,254.43
TOTAL CASH ASSETS	\$22,566,130.40
General Ledger Cash Balance by Funds:	
General	\$13,764,426.73
General restricted cash	\$ 500,000.00
Sp. Revenue	\$ 7,075,305.16
Trust & Agency	\$ 1,226,398.51
(schools 458,100.67, townships 56,378.68; city/towns 112,834.62)	
TOTAL GENERAL LEDGER CASH	\$ 22,566,130.40

The Board noted Register of Deeds fees in the amount of \$40,303.65 were collected in the month of September, 2020.

SURPLUS PROPERTY DECLARATION

Motion by Gabel, second by VanDusen, to declare the following property in the Sheriff's Office, surplus, to be destroyed: Lenovo ThinkPad laptop s/n R9C94HY; Panasonic Toughbook s/n 2DTYA64902; Panasonic Toughbook s/n 2LTYA12888; HP ProBook s/n 5CG62541G7. All present voted aye; motion carried.

NOVEMBER 3RD MEETING DATE CHANGE

Motion by Gabel, second by Waterman, to change the November 3rd meeting date to Thursday, November 5th; all voted aye; motion carried.

HOMELESS CLIENTS HOTEL ROOM DAMAGES

Motion by VanDusen, second by Johnson, to pay for damages, caused by County clients, to a hotel room at the Guest House, in the amount of \$1,469.00. Discussion was held regarding the damages incurred and the possibility of the County recovering costs through court ordered restitution. Substitute motion by Waterman, second by Gabel, to pay 80% of the \$1,469.00, amounting to \$1,175.20; all voted aye; motion carried. The Board also discussed the possibility of eliminating the rental of this room in the future and will study data and needs before taking action.

RESOLUTION TO BAN OPEN BURNING

Emergency Management Director, Jamie Torstenson, met with the Board to recommend enacting the County Ordinance to ban open burning. Motion by VanDusen, second by Waterman, to adopt Resolution 2020-28, enacting a ban on open burning in Codington County, effective immediately, all voted aye; motion carried:

RESOLUTION #2020-28

A RESOLUTION DECLARING A FIRE DANGER EMERGENCY IN CODINGTON COUNTY PROHIBITING ANY OPEN BURNING

WHEREAS, due to drought conditions prevalent in Codington County and due to recent temperatures and high winds, a fire danger emergency now exists within Codington County, South Dakota,

NOW THEREFORE BE IT RESOLVED, by the Codington County Board of Commissioners that a Fire Danger Emergency is hereby declared and until this resolution be otherwise rescinded by the Codington County Board of Commissioners, all open burning as defined in Codington County Ordinance #13-A is hereby prohibited within the boundaries of Codington County, South Dakota, exclusive of any incorporated municipality within the County, and

BE IT FURTHER RESOLVED, that this Resolution is declared to be necessary for the immediate preservation of the public safety in accordance with the provisions of SDCL 7-18-A-8, effective immediately, and shall continue in force and affect until rescinded by the Codington County Board of Commissioners.

Dated this 13th day of October, 2020

Brenda Hanten
Commission Chair

ATTEST:

Cindy Brugman
Codington County Auditor

CLAIMS APPROVED

Motion by Johnson, second by Gabel, to approve for payment the following list of claims; all voted aye; motion carried: ACCREDITATION, AUDIT AND 150.00 SVC, AUTOMATIC BUILDING CONTROLS 240.00 SVC, ADVANCED CONCRETE LLC 2040.82 REP, AGTERRA TECHNOLOGIES, INC 140.00 SVC, ALCOHOL MONITORING SYSTEMS 202.00 SVC, ANDOR, INC. 5.80 SUP, APPLIED CONCEPTS, INC 150.00 REP, JEFFREY ARGO 25.00 UTILITIES, AUSTIN LAW OFFICES 10419.00 SVC, AVERA MCKENNAN HOSPITAL 1430.82 SVC, AXON ENTERPRISE, INC 1591.50 EQUIP, BANNER ASSOCIATES, INC 8032.55 REPAIRS/MAINT., BOB BARKER CO. 726.72 SUP, BATTERIES UNLIMITED 105.00 REPAIRS/MAINT., BEACON CENTER 4323.50 SVC, RAMONA BEARHILL 116.80 JURY, ALLEN BENCK 25.00 UTILITIES, BEST WESTERN OF HURON 480.00 TRAV, BEST WESTERN PLUS RAMKOTA 879.91 TRAV, BRYAN BLEEKER 25.00 CELL, BORNS GROUP 25.51 POST, BORNS GROUP 8315.32 POST, BOYS & GIRLS CLUB 1541.67 SVC, BRIAN'S GLASS & DOOR INC. 350.00 REPAIRS/MAINT., BRITE 689.00 EQUIP, BROWNELL'S, INC 885.25 SUP, BROWNLEE CONSTRUCTION 6924.00 SUPPLIES, CINDY BRUGMAN 121.36 TRAV, JERRY BUNDE 101.68 JURY, BURNS LAW OFFICE 3000.00 SVC, BUTLER MACHINERY 4114.48 SUPPLIES, C&C RENTALS 350.00 RENT, CAHILL FUNERAL CHAPEL 300.00 SVC, JEFF CASE 25.00 UTILITIES, CENTURYLINK 660.20 UTIL, CERTIFIED LANGUAGES INTERN 49.50 SVC, CHILD'S VOICE ROUTE # 6361 112.50 SVC, CLARK ENGINEERING 15051.21 REPAIRS/MAINT., CODINGTON-CLARK ELECTRIC COOPE 35.53 UTILITIES, COD CO CLERK OF COURTS 200.00 PMT, CODINGTON TREASURER PETTY CASH 153.02 REIMB, DENISE CODY 6.00 SVC, COLE PAPERS, INC. 1140.82 SUP, COLE'S PETROLEUM 19010.06 SUPPLIES, COMPASS COUNSELING 3600.00 SVC, CONNECTING POINT COMPUTER CENT 14708.66 REP, CONNECTING POINT 70.00 UTILITIES, CONSOLIDATED CORRECTIONAL 10277.35 SUP, SHAWNA CONSTANT 25.00 CELL, COUNTY FAIR FOODS 59.62 SUP, C & R SUPPLY 14760.78 SUP, CREATIVE REWARDS 135.00 SUP, CREATIVE VISIONS 55.00 SVC, CREDIT COLLECTIONS BUREAU 531.74 PMT, CREDIT COLLECTIONS BUREAU 839.47 PMT, CULLIGAN WATER CONDITIONING 401.50 SUP, BRYCE DAHLE 52.52

Codington County, October 13, 2020

JURY, DAKOTA PORTABLE TOILETS, INC 300.00 RENT, MATTHEW DARGATZ 25.00
 UTILITIES, DATA TRUCK 139.98 UTIL, DEUTSCH EXCAVATING 60792.52 OTHER EXP.,
 DIAMOND MOWERS, INC 331.08 REPAIRS/MAINT., JAMIE DOLEN 25.00 UTILITIES, DUGAN
 SALES & SERVICE 176.90 REP, EIGHT TEN PROPERTIES, LLC 1740.00 RENT, ELECTION
 SYSTEMS & SOFTWARE 4991.23 SUP, ELECTRIC MOTORS & MOORE INC 81.00 REP,
 ENGELSTAD ELECTRIC CO. 624.41 REP, MARIA ESCAMILLA 40.00 CELL, WILLIAM EUBANK
 111.76 JURY, RANDALL G. FALVEY 25.00 UTILITIES, FARNAMS GENUINE PARTS 334.94
 SUPPLIES, FIRST DISTRICT ASSN OF LCL GOV 8154.43 SVC, TOWN OF FLORENCE-PEGGY
 LINDAHL 77.35 UTILITIES, ALLISON FORBUSH 25.00 CELL, COURTNEY FORTIN 103.36
 JURY, DAVID FUCHS 103.36 JURY, BETHANY GABEL 50.84 JURY, D LEE GABEL 107.36
 TRAV, GALLS, LLC 86.00 SUP, GLOCK, INC 87.00 SUP, BRENDA GLOVER 103.36 JURY,
 GREAT AMERICA FINANCIAL SVC 218.61 SVC, GREEN, ROBY, OVIATT, 5746.95 SVC, JUSTIN
 HALAJIAN 25.00 CELL, KEVIN HALVERSON 30.00 REPAIRS/MAINT., RICK HARTLEY 40.00
 UTILITIES, RON HARTLEY 62.96 CELL, DAVID HEDDING 25.00 UTILITIES, HILLE &
 HENRISEN RIVER RIDGE 472.00 SVC, HILLYARD/SIOUX FALLS 208.32 SUP, ALLEN
 HOEKMAN 106.72 JURY, RICK HOLINKA 25.00 UTILITIES, LARRY HOWARD 40.00 CELL,
 HUMAN SERVICE AGENCY 21280.00 SVC, HYVEE #1871 ACCTS RECEIVABLE 472.11 SUP,
 INTERLAKES COMMUNITY ACTION 1323.50 PMT, JURGENS PRINTING 1135.00 SUP,
 MITCHELL KALLHOFF 25.00 UTILITIES, MARK KATTERHAGEN 72.00 SVC, KCH LAW 306.72
 SVC, KENNEDY PIER LOFTUS & REYNOLDS 494.70 SVC, JOHN DEERE FINANCIAL 22.52
 REPAIRS/MAINT., RICHARD KOHN 25.00 CELL, KRUSE LAW OFFICE 340.40 SVC, KELLI
 LARDY 105.40 SVC, LAWSON PRODUCTS 379.71 SUPPLIES, LEWIS & CLARK BHS 736.00 SVC,
 LEWNO LAW OFFICE 798.25 SVC, DARCY LOCKWOOD 66.00 SVC, JODI LOEHRER 814.00
 CELL, STEVEN LOWRY 40.00 CELL, MAC TOOLS 142.99 SUPPLIES, MAC'S BLUE TARP
 CREDIT SERVICE 22.59 REPAIRS/MAINT., BLUE TARP FINANCIAL, INC 281.70 SUP,
 MACKSTEEL WAREHOUSE, INC. 29.65 REP, MACKSTEEL WAREHOUSE, INC. 43.35
 SUPPLIES, MARCO, INC 358.91 RENT, NICHOLE MARK 106.72 JURY, MARSHALL &
 SWIFT/BOECKH, LLC 2056.30 MAINT, MATHESON TRI-GAS INC 254.39 SUP, RUSSELL
 MATHEWS 200.00 REIMB, TIMOTHY MCELHANY 101.68 JURY, MCKESSON MEDICAL
 SURGICAL 930.86 SUP, MCKINLEY MH RENTALS 305.00 RENT, MCLEOD'S PRINTING &
 OFFICE SUP 1032.40 SUP, MENARDS 320.30 SUP, MENARDS 52.86 SUPPLIES, MEND
 CORRECTIONAL CARE 14203.50 SVC, MIDCONTINENT COMMUNICATIONS 426.43 UTIL,
 MOE OIL COMPANY 1407.31 SUPPLIES, MICHAEL MORGAN 40.00 CELL, MULTI BUSINESS
 SOLUTIONS INC 2400.00 SVC, MUNICIPAL UTILITIES 12533.89 UTIL, MUNICIPAL UTILITIES
 366.44 UTILITIES, JASON MURRAY 51.68 JURY, MYERS ENTERPRISES, INC 125.00 SUP,
 NEWMAN TRAFFIC SIGNS 4771.48 SUPPLIES, SHAWN NILLS 40.00 CELL, LUCAS
 NOGELMEIER 50.84 JURY, NORTHERN TRUCK 701.25 REPAIRS/MAINT., NORTHWESTERN
 ENERGY 353.36 UTILITIES, OFFICE PEEPS, INC. 3243.29 SUP, OFFICE PEEPS 160.03 SUPPLIES,
 CHRISTIAN OLSON 20.00 WIT, JERROD OLSON 40.00 CELL, OTTERTAIL POWER CO, 44.89
 UTILITIES, MICHELLE PEDERSON 25.00 CELL, PETERS DISTRIBUTING, INC 1983.07 REP,
 SARAH PETERSEN 165.41 TRAV, PHARMCHEM INC 142.75 SUP, PHEASANTLAND
 INDUSTRIES 267.35 SUP, PITNEY BOWES 210.00 RENT, PMB 0112 218.38 UTIL, POMP'S TIRE
 SERVICE, INC. 6103.26 SUPPLIES, POMP'S TIRE SERVICE, INC 27.35 REP, PRAIRIE LAKES
 HEALTH CARE CENT 7372.71 SVC, PRO MAINTENANCE INC 19196.00 REP, MICHELLE RAML
 105.04 JURY, ANN RASMUSSEN 124.00 TRAV, JULIA RAUSCH 130.24 JURY, RC FIRST AID
 62.00 SUPPLIES, ADAM REEVES 40.00 CELL, REBECCA MORLOCK REEVES 40.00 CELL,
 CLINTON REID 20.00 WIT, BECCA REITER 40.00 CELL, ROBYN RITER 25.00 UTILITIES,
 ROBERTS COUNTY SHERIFFS OFFICE 50.00 SVC, ROGER'S AUTO 145.00 SVC, RON'S SAW
 SHOP 144.94 SUP, RUNNINGS 71.22 SUP, MARIAH SANDBURG 105.04 JURY, DEAN
 SCHAEFER COURT REPORTING 366.00 SVC, TREVER SCHIMMEL 40.00 CELL, BRAD
 SCHWINGER 25.00 UTILITIES, SD DEPARTMENT OF HEALTH 8813.00 SVC, SD DEPT OF

TRANSPORTATION 80662.53 OTHER EXP., SD STATE TREASURER 562382.83 OCTOBER REMITTANCE, SDACC 11879.00 SVC, SDACO 1120.00 PMT, SDN COMMUNICATIONS 1363.51 UTIL, MELISSA SEARS 25.00 CELL, SECURUS TECHNOLOGIES 5033.67 SUP, HEIDI SELCHERT 25.00 CELL, SHARP AUTOMOTIVE 82.97 REP, SIOUX RURAL WATER SYSTEM 52.30 UTILITIES, SIOUX VALLEY COOP 8012.58 SUP, SIOUX VALLEY COOP 107.48 SUPPLIES, SIOUX VALLEY GREENHOUSES 40.00 MAINT, DIANE SOGGE 50.84 JURY, LYNN SOLBERG 40.00 UTILITIES, BRENT SOLUM 154.09 REIMB, TOWN OF SOUTH SHORE 66.00 UTILITIES, SOUTH SHORE GAZETTE 940.23 PUB, STEVE STAHLKE 25.00 CELL, STAR LAUNDRY 1586.66 SUP, STAR LAUNDRY 156.30 SUPPLIES, STEVE'S WORLD 127.40 REPAIRS/MAINT., STOP STICK, LTD 1441.00 EQUIP, JEFFREY STOUT 20.00 WIT, SUTTON LAW OFFICE PC 17291.67 SVC, SCOTT SWANSON 25.00 CELL, T&M AUTOBODY, INC 127.93 REP, T&T TRUCKING 9049.45 REPAIRS/MAINT., KIMBERLY THOMPSON 142.00 JURY, THOMSON REUTERS-WEST 297.40 SVC, THURMAN LAW OFFICE 210.40 SVC, PRODUCTIVITY PLUS ACCOUNT 7428.11 REPAIRS/MAINT., DOUGLAS D. TORSTENSON 25.00 UTILITIES, TWO WAY SOLUTIONS, INC 224.97 SUP, UND FORENSIC PATHOLOGY 272.53 SVC, UNITED LABORATORIES 270.00 SUP, VAN DIEST SUPPLY COMPANY 5277.60 SUP, TYLER VARNS 40.00 CELL, VAST BUSINESS 239.97 UTIL, VAST BROADBAND 49.95 UTILITIES, VERIZON WIRELESS 1405.13 UTIL, VERIZON WIRELESS - VSAT 50.00 SVC, GREAT WESTERN BANK 15.96 TRAVEL & CONF., GREAT WESTERN BANK 651.96 PMT, GREAT WESTERN BANK 242.57 PMT, MARLONIE VOGELSANG 25.00 UTILITIES, JOSHUA VOLKART 101.68 JURY, MICHAEL WABA 20.00 WIT, WALMART COMMUNITY 371.04 SUP, WARNE PLUMBING 12012.70 REP, TODD B WARNE 25.00 UTILITIES, WATERTOWN AMBULANCE 250.00 SVC, WATERTOWN AREA UNITED WAY 1639.88 PMT, WATERTOWN FLOWERS, INC 57.00 SVC, WATERTOWN LAWN & GARDEN 178.75 REP, WATERTOWN POLICE DEPARTMENT 16.30 POST, WATERTOWN PUBLIC OPINION 3254.41 PUB, WATERTOWN WHOLESALE 178.70 SUPPLIES, WHEELCO 277.57 REPAIRS/MAINT., WIGHT & COMES FUNERAL CHAPEL 216.00 SVC, JON WILEY 106.72 JURY, WILLIAMS CARPET ONE 1942.60 REP, WW TIRE SERVICE INC. 3159.45 SUPPLIES, XEROX CORPORATION 120.77 SUPPLIES, YANKTON CO. SHERIFF 300.00 SVC, SHANE YOST 40.00 CELL.

AUTOMATIC BUDGET SUPPLEMENT

Motion by Gabel, second by VanDusen, to approve an automatic budget supplement to the Emergency Management budgets in the amount of 4,392.93 with CARES Act reimbursement funds; all voted aye; motion carried.

PERSONNEL CHANGE

Motion by VanDusen, second by Gabel, to approve the following personnel change: Brittnei Schliesman, part time Correctional Officer, step 4/\$19.90 per hour, effective 10/4/2020; all voted aye; motion carried.

VETERANS DAY PROGRAM

Dennis Solberg met with the Board during the Open to discuss the continued use of the Codington County Extension Center Complex, for the annual Veterans Day Program during the current COVID-19 event. The Board noted events have been occurring at the facility with recommendations for social distancing and preventive measures. The Board advised Mr. Solberg to the contact the Office Coordinator at the Extension Office to secure the building for the event.

COMMISSIONER EXCUSED

Commissioner Johnson was excused from the meeting at 9:40 a.m.

EXECUTIVE SESSION

Motion by Gabel, second by VanDusen, to enter into executive session at 9:48 a.m., per SDCL 1-25-2, employee contract negotiations; all voted aye; motion carried. The Board returned to regular session at 10:56 a.m. Human Resource Representative, Natalie Remund, was present, for executive session. No action was taken following executive session.

ADJOURNMENT

There being no further business to come before the Board a motion was made by VanDusen, second by Gabel, to adjourn at 10:56 a.m., until 9:00 a.m., Tuesday, October 20th, 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: Lehrkamp, Deanna <Deanna.Lehrkamp@state.sd.us>
Sent: Tuesday, October 20, 2020 2:54 PM
To: cchighwaydept@vastbb.net; Cindy Brugman
Cc: Lehrkamp, Deanna
Subject: [EXT] BIG Agreement - Codington Co, PCN 08AQ
Attachments: ALL 2021 Codington 08AQ.pdf

In order to open up the funding for the noted 2021 Bridge Improvement Grant for Preliminary Engineering, we are asking that you sign and return the attached funding agreement by November 20, 2020.

1. Please print two copies of the agreement **single sided (only one copy is needed if you are acceptable with receiving an emailed copy of the signed agreement)**
2. Obtain the necessary signatures
3. Ensure the auditor/finance officer seal is affixed
4. Attach a copy of the commission minutes authorizing the chairperson to sign on behalf of the county/city **(printed single sided)**
5. Mail the original to:
SD Dept of Transportation
Attn: Noël Clocksin / **LGA Office**
700 East Broadway Avenue
Pierre, SD 57501

Thanks so much and I look forward to hearing from you!

Deanna Lehrkamp
Sr. Secretary
SD Dept of Transportation
Planning & Engineering
Deanna.Lehrkamp@state.sd.us
605-773-2995

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
BRIDGE IMPROVEMENT GRANT AGREEMENT
FOR PRELIMINARY ENGINEERING – STATE ADMINISTRATION

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

BACKGROUND:

1. The STATE has funding available for preservation, rehabilitation, or replacement of eligible local public agency bridges. The funding is only available for bridges located on local public roads.
2. The COUNTY has applied for and the STATE has awarded to the COUNTY a Bridge Improvement Grant ("BIG") for preliminary engineering for structure number 15-178-160, project number BRF 4266(00)21-1, PCN 08AQ, referred to in this Agreement as the "PROJECT."

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

1. The COUNTY applied for and was awarded a BIG for preliminary engineering for the PROJECT.
2. The STATE issued a letter on August 27, 2020 notifying the COUNTY of the award of the BIG. The letter of award is attached to and incorporated in this Agreement as **Exhibit A**.
3. This Agreement is effective on the date of the letter of award attached as **Exhibit A**. The preliminary engineering work contemplated by this Agreement will be completed no later than three years from the date of the letter of award. No reimbursements will be processed by the STATE for work performed after the date of August 27, 2023.
4. The COUNTY will select a professional engineering firm from the STATE'S current consultant retainer list for the bridge design category of work.
5. The STATE will hire the professional engineering firm selected by the COUNTY to perform the preliminary engineering for the PROJECT. The scope of the preliminary engineering services to be performed is identified in the attached **Exhibit B**.
6. The STATE will invite the COUNTY, and the COUNTY will participate in, all planning, scoping, and inspection meetings held in connection with the PROJECT.
7. The STATE will submit to the COUNTY a draft type, size, and location (TS&L) report for the PROJECT for the COUNTY'S review and comment. The COUNTY will review the TS&L and provide the COUNTY'S comments to the STATE. The STATE will address, in writing, all comments made by the COUNTY to the COUNTY'S satisfaction.
8. The STATE will directly pay the professional engineering firm for all PROJECT costs.
9. The STATE will be responsible for eighty percent (80%) of eligible PROJECT costs not to exceed the maximum BIG amount of fifty-five thousand, eight hundred dollars (\$ 55,800). The COUNTY will reimburse the STATE for the COUNTY'S twenty percent (20%) match on eligible PROJECT costs. Once the total BIG amount has been paid, the COUNTY will be responsible for one hundred percent (100%) of all remaining PROJECT costs. The COUNTY will also be one hundred percent (100%) responsible for any PROJECT costs incurred prior to the date of the letter of award. The COUNTY will reimburse the STATE within thirty (30) days of receipt of a billing from the STATE.
10. The COUNTY certifies the COUNTY has a conflict of interest policy and enforces said policy.

11. The COUNTY certifies the COUNTY has filed an Internal Revenue Services (IRS) Form 990 in compliance with federal law, if applicable. The COUNTY will display the filed IRS Form 990 on the COUNTY'S website immediately upon filing.
12. The COUNTY certifies the COUNTY employs an effective internal control system.
13. The COUNTY certifies the COUNTY is in compliance with the federal Single Audit Act and the requirements of SDCL § 4-11-2.1, if applicable. The COUNTY further certifies audits are displayed on the COUNTY'S website.
14. The COUNTY will include provisions in the COUNTY'S contracts and subcontracts requiring the COUNTY'S contractors and subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE, all in a manner consistent with this Agreement. The COUNTY will cause the COUNTY'S contractors, subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
15. The COUNTY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of the COUNTY'S performance under this Agreement. This section does not require the COUNTY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.
16. All PROJECT charges will be subject to audit by the STATE. The COUNTY and the COUNTY'S contractors and subcontractors will keep accounting records clearly identified with this Agreement, and will support all PROJECT charges by documents which evidence, in detail, the nature and propriety of those charges.
17. Upon reasonable notice, the COUNTY and the COUNTY'S contractors and subcontractors will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The 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.
18. The COUNTY will abide by the requirements of Title VI of the Civil Rights Act of 1964, incorporated in and attached to this Agreement as **Exhibit C**.
19. The COUNTY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1990 and any amendments.
20. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.
21. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
22. The parties may terminate this Agreement by mutual written agreement. The STATE may also terminate this Agreement if the COUNTY breaches any terms of this Agreement. If the STATE terminates this Agreement due to the COUNTY'S breach, then any payments owed to the COUNTY at the time of termination may be adjusted to cover any additional costs to the STATE because of the COUNTY'S breach. The adjustment of payments will be in addition to any other remedies the

STATE may pursue as a result of COUNTY'S breach, and the STATE does not waive these other remedies by making a payment adjustment. If termination is not due to a breach by the COUNTY, then the COUNTY will be paid for eligible PROJECT costs incurred up to the date of termination, subject to the maximum limiting amount of the BIG.

23. The COUNTY must comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The COUNTY must procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.
24. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
25. If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.
26. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.
27. The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the Chairperson as the COUNTY'S authorized representative is attached to this Agreement as **Exhibit D**.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the COUNTY to enter into the same.

Codington County, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: County Commission Chairperson

Its: Program Manager,
Administration Program

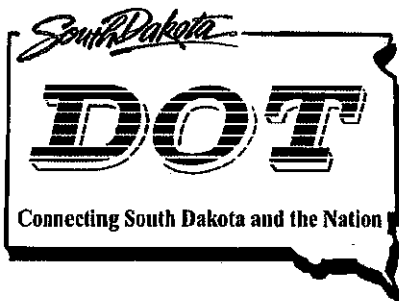
Date: _____

Date: _____

Attest:

County Auditor/Clerk

(COUNTY SEAL)



Department of Transportation

Office of the Secretary

700 E Broadway Avenue

Pierre, South Dakota 57501-2586

Phone: 605.773.5105

Web site: www.sddot.com and www.safetravelusa.com/sd



August 27, 2020

BIG Notice to Proceed Date

County Commissioners

CODINGTON County

NOTICE OF AWARD

2021 Preliminary Engineering Bridge Improvement Grant

Structure Number 15-178-160

Project Number BRF 4266(00)21-1, PCN 08AQ

Grant Amount = \$ 55,800 (80%)

To whom it may concern;

I am pleased to inform you that the South Dakota Transportation Commission approved a Local Bridge Improvement Grant (BIG) in the amount shown above for the noted structure during their August 27, 2020, commission meeting. A funding agreement and specific information and documents for this grant will be sent to you at a later date.

If you have questions, please feel free to contact Tammy Williams at 605.773.8149 or Doug Kinniburgh at 605.773.4284.

Sincerely,

Darin P. Bergquist
Secretary

Attachment

cc: County Highway Superintendent
File

M E M O R A N D U M

DATE: DATE

TO: SEE ...\\ConsultantScopeMailingList.doc FOR SPECIFIC PERSON TO SEND THIS TOOFROM: NAME, Bridge Replacement Engineer
Local Government AssistanceSUBJECT: **2021 BRIDGE IMPROVEMENT GRANT, Grant Cap = \$NN,NNN (80% of Total)**
Total PE = \$_____ (Design Total Cap = \$_____ ; Subsurface by DOT Cap = \$_____)
PROJECT NUMBER, COUNTY/CITY, PCN
STRUCTURE NUMBER & LOCATION FROM DATABASENOTICE TO PROCEED FOR THIS WORK ORDER WILL BE DATED **DATE** (AWARD DATE)

----- County has requested that your firm be employed to complete the work as defined in the following scope of services. Please prepare a breakdown of estimated costs required to accomplish this work and submit it to Local Government Assistance in care of Coleen Kusser (coleen.kusser@state.sd.us), **Consultant Services Specialist**, for preparation of the work order under the State's retainer contract. **Cost proposal to be used from the Bridge Improvement Grant application unless otherwise notified.**

**Bridge Improvement Grant
Work Order Requirements for Survey and Hydraulics**

SCOPE OF SERVICES TEMPLATE – Survey & Hydraulics

1. **Field survey for completion of the Drainage Data Sheet and Contour Map.** The information required for placement on these sheets is listed below. An example is attached containing the required information.
 - ☐ Stationing from south to north or west to east.
 - ☐ Beginning and ending stations of the current structure.
 - ☐ Proposed and inplace gradelines.
 - ☐ Stream profile. (Including a table of stations and elevations for each shot taken.)
 - ☐ Sea level datum is required. Stations, elevations, and offsets from and descriptions of permanent objects will be required for project benchmarks. (The High Accuracy Reference Network (HARN) map and the County Bench Mark map for the State of South Dakota can be found at the following web site – <https://dot.sd.gov/doing-business/engineering/design-services/surveyors>)
 - ☐ Include an electronic file containing the plan/profile of the inplace gradeline at the structure.
 - ☐ Landowners with their addresses, phone numbers, and location of property.
 - ☐ Utilities with their addresses, phone numbers, and locations along the project.
2. **Field survey as necessary for preparation of construction plans.** Required information is listed below.
 - ☐ Establishment of transit points, land ties and benchmarks as well as cross sections and topography. (Stations, elevations, and offsets from permanent objects will be required for project benchmarks.)
 - ☐ Project limits as established by consultation with the County Highway Superintendent.
 - ☐ Additional legal survey as required for preparation of right-of-way plats.
 - ☐ The geometrics of horizontal and vertical alignment in accordance with the Local Roads Plan design standards.
 - ☐ Survey notes are to be retained on file with the Consultant for subsequent use in the preparation of construction plans and are to be available to the County upon request.

It is anticipated that this item will permit the issuance of a separate work order (after the Type, Size and Location (TS&L) Inspection) for the development of construction plans with no further survey needed.

3. **Photo Documentation and Record Search of the Structure as defined in Attachment #2.**
4. **Preliminary Hydraulic Data Sheet, Plan/Profile Sketches (Preliminary Hydraulic Layouts) and gradelines, Electronic Copy of HEC-RAS File, Draft Hydraulic Design Report in accordance with the newest version of the South Dakota Drainage Manual, and cost estimates for existing and all proposed structure alternatives. (More than one feasible alternative is required. This includes options on different alignments if applicable. The options need to be acceptable to the owner's future needs and maintenance capabilities.)** The newest version of the South Dakota Drainage Manual is available at the following location: <https://dot.sd.gov/doing-business/engineering/design-services/forms-manuals>. Guidance and examples can be found in Chapter 6 of the manual. **The current preliminary hydraulic data sheet to be used can be found in the folder "0 LGA General Info and Docs" located on the LGA SharePoint site.** Directions for filling out the form can be found at the same location. All items will be submitted to the Local Government Assistance Office for distribution to SDDOT personnel for review for compliance with minimum required State and Federal standards. Necessary revisions shall be provided in writing by the SDDOT and shall be forwarded to the Consultant by the Local Government Assistance (LGA) Office. Necessary revisions shall be completed by the consultant and the Revised Draft Hydraulic Design Report submitted within 2 weeks of receipt of revisions from LGA. The Consultant is wholly responsible for the accuracy of the design calculations and the independent check design calculations.

Note for Box Culverts/Pipe Options and Plans: The Corps now requires all culverts/pipe where aquatic organism transport is present to have a flow line sunk 1'. If a box/pipe is included in the options, it should be clearly noted that the flowline has been sunk to the required 1'. If the selected structure is a box culvert or pipe, project plans and the final hydraulic data sheet should show that the box or pipe has been sunk to the required 1'.

Items 1. through 4. shall be accomplished by **DATE**. Please refer to the checklist in **Attachment #1** for the packet of items that shall be submitted to the Local Government Assistance Office.

5. **Attendance at the TS&L inspection, assistance in the selection of the type, size and location of the replacement structure.**
6. **Report of Foundation Investigation.** This will be provided by the SDDOT Geotechnical Engineering Activity.
7. **Obtain Traffic Data.** Conduct field study to obtain 24-hour traffic volumes for existing structure. Data shall be gathered using a mechanical or electronic device. Study shall be conducted on a typical weekday (Tuesday-Thursday) from midnight to midnight. Report of traffic data shall include structure number, counter brand, serial number, date collected, and total volume.
8. **For Structure Chosen at TS&L: Final Hydraulic Design Report, Final Hydraulic Data Sheet (use the current data sheet found in the folder "0 LGA General Info and Docs" located on the LGA SharePoint site,) HEC RAS model with existing and proposed conditions, and if the structure selected is a bridge, Scour Memo summarizing hydraulic scour calculation, Scour Calculation, and Berm Slope Protection Recommendations (if applicable.)**

This information shall be submitted within 60 days of the date of the Report of Foundations Investigation.

9. **The Overall Completion Date of this work order shall be December 31, 2024.** (Please note that this date is after the expiration of the Bridge Improvement Grant in the event of an extension to help eliminate the need for an amendment. Billings on this work order are only reimbursable up to the overall completion date of the Bridge Improvement Grant.)

All information and data shall be submitted, and all questions and requests shall be directed to the Local Government Assistance Office. Please refer to the checklist in **Attachment #1** for the TS&L Packet of items that shall be submitted to the Local Government Assistance Office.

Attachment #1
Bridge Improvement Grant
Checklist for Survey and Hydraulics Work Order TS&L Packet

These items must be submitted to DOT/Local Government Assistance.
If any of these items are missing, the full packet will be returned for completion and resubmission to this office.

Project Number _____ County _____ PCN _____

☐

Survey Sheets and Contour Map including the following information:

☐

Stationing from south to north or west to east

☐

Beginning and ending stations of the existing structure

☐

Beginning and ending stations of proposed structures

☐

Proposed and existing gradelines

☐

Stream profile and cross sections (Downstream to upstream direction including a table showing stations and elevations for each shot taken)

☐

Elevation and location of buildings and other structures

☐

Survey information using sea level datum and showing station, elevation, offset, and physical description of each project benchmark

☐

Landowner names, addresses, phone numbers, and legal descriptions of their property

☐

Utility names, addresses, phone numbers, and locations along the project

☐

Photo Documentation and Historical Record Search of the Structure (including list of files or repositories searched) as defined in Attachment #2. (In the event that nothing is found, a letter indicating lack of findings, along with files or repositories searched, shall be submitted to the SDDOT/Local Government Assistance Office.)

☐

Preliminary Hydraulic Data Sheet (use current data sheet found in the folder "0 LGA General Info and Docs" located on the LGA SharePoint site) including the following information:

☐

Calculated flows

☐

Inplace conditions (Ordinary High Water Elevation, HW_{100} , V_{max} , OT_{fr})

☐

Proposed conditions for each option (HW_2 , HW_{25} , HW_{100} , V_{max} Qot, OT_{fr} , EL_{over} top)

☐

Ordinary High Water Elevation Shown on Cross-Sections (vegetation elevation on stream banks – approx. 2-year flow)

☐

Observed High Water Elevation (identifiable high water mark)

☐

Electronic copy of HEC-RAS model of existing and proposed conditions

☐

Plan and profile sketches (preliminary hydraulic layout sheets) for the existing structure and proposed gradelines for each option (More than one feasible alternative is required. This includes options on different alignments if applicable. The options need to be acceptable to the owner's future needs and maintenance capabilities.)

- ☐ Cost Estimates (including design and construction engineering and construction costs for each option)
 - ☐ Revised Draft Hydraulic Report
-

- ☐ For Structure Chosen at TS&L - DUE WITHIN 60 DAYS OF THE REPORT OF FOUNDATIONS INVESTIGATION
 - ☐ Final Hydraulic Design Report
 - ☐ Final Hydraulic Data Sheet (use current data sheet found in the folder "0 LGA General Info and Docs" located on the LGA SharePoint site)
 - ☐ HEC RAS model with existing and proposed conditions
 - ☐ Scour memo, scour calculations, and berm slope protection recommendations (Bridges Only)

Attachment #2
Local Government Assistance
Photo Documentation and Record Search of the Structure

The information defined below will satisfy one of the requirements of the State Historic Preservation Society in clearing the structure for removal.

Photo Documentation of the Structure

- ☐ **Site map and photo log of all photos**
- ☐ **Photos will be taken of: (*at minimum*)**
 - Full views of the structure's primary elevations
 - Close-ups of any decorative, character-defining or structural features
 - General views of the bridge and its environment
- ☐ **Photos will be labeled as follows:**
 - Photo Number - from photo log and site map
 - Name and Address of property – if property does not have legal address then please note either the Universal Transverse Mercator (UTM) or the legal location down to the quarter section.
 - Month and Year of photograph
 - Description of view, including camera direction (cardinal direction – N, S, E, W)
- ☐ **Photos will be submitted in one of the following formats:**
 - Digital Photographs
 - At least 2000 X 3000 pixels at 300 dpi
 - Saved as TIFFs submitted on CDs
 - 35mm Black and White Photographs
 - 35mm black/white film printed on black/white photographic paper
 - Both prints and negatives submitted

Historical Record Search of the Structure

- ☐ **Any or all of the following are needed:**
 - Reports – maintenance or otherwise indicating modifications to the original structure – what was done and why
 - Any Photographs of the original structure (not inspection photos; not photos referenced in this work order)
 - Original Drawings
 - Original Plans
 - Any other documentation
- ☐ **Names of Files or Repositories (courthouse, county historical society, etc.) Searched**

If possible, provide the original copy of this information. If not, submit the information in the following format. High quality clear Xerox copies of any reports, drawings, or plans; and photographs scanned at 600 dpi, saved as TIFFs, and submitted on a CD.

If these documents are not otherwise restricted through state or federal law; submit them to the SDDOT/Local Government Office for submission to the South Dakota State Historical Society for public use and reproduction. In the event that nothing is found, a letter indicating lack of findings, along with files or repositories searched, shall be submitted to the SDDOT/Local Government Assistance Office.

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

During the performance of this Agreement, the 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 Agreement, the 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 § 471, Section 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 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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).

**AGREEMENT TO HOUSE ADULT PRISONERS
AT THE CODINGTON COUNTY DETENTION CENTER**

THIS AGREEMENT, Made and entered into this 6 day of October, 2020, by and between the County of Codington, State of South Dakota (hereinafter referred to as "Codington County"), and the County of Walworth, State of South Dakota (hereinafter referred to as "Contracting County").

WHEREAS, The Codington County Sheriff's Office operates the Codington County Detention Center (hereinafter referred to as "Detention Center") for adult prisoners placed in detention; and

WHEREAS, Contracting County desires to house and maintain its adult prisoners and detainees at the Detention Center; and

WHEREAS, Codington County and Contracting County desire to enter into an Agreement whereby Contracting County's detainees are housed and maintained at the Detention Center pursuant to SDCL 24-11;

NOW, THEREFORE, Codington County and Contracting County, by and through their respective County Commissioners, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I.

That Codington County agrees to receive, house, and maintain the adult prisoners of Contracting County pursuant to the terms of this Agreement.

II.

That, in consideration therefor, Contracting County agrees to pay to Codington County the sum of Eighty-five and No/100 Dollars (\$85.00) for each day that Codington County houses and maintains an adult prisoner for Contracting County.

III.

That Contracting County agrees to pay Codington County the sum of Eighty-five and No/100 Dollars (\$85.00) per day for each and every day or partial day a prisoner of Contracting County is incarcerated and housed in the Detention Center. Contracting County may not be billed for two (2) days when a prisoner is admitted to the Detention Center after the hour of noon on one day and released before noon the following day. Codington County may bill for the day of admission or the day of release, but not both. Payment by Contracting County shall be made on a monthly basis.

IV.

That Codington County understands and agrees that it will provide medical and dental care for detainees of Contracting County, provided, however, that Contracting County agrees to pay directly to the provider the entire expense of all medical or dental care, including, but not limited to, transportation to and from medical and dental facilities, hospital expenses, drug expenses, physician fees, and any other necessary and proper expenses arising out of required medical or dental care. Contracting County further understands and agrees that the determination as to whether or not medical and dental care is necessary is left to the sole discretion of the Codington County Sheriff's Office. At the request of Contracting County, Codington County will transport detainees of Contracting County to medical or dental appointments. Contracting County agrees to pay Codington County a fee of Fifty and No/100 Dollars (\$50.00) per hour, with a minimum one-hour charge, for this service.

V.

That Contracting County herein agrees to assume all responsibility for transporting prisoners to the Detention Center as its expense and to provide transportation for prisoners to and from Court at its expense. At the request of Contracting County, Codington County will transport detainees of Contracting County to Court appearances in Codington County. Contracting County agrees to pay Codington County a fee of Fifty and No/100 Dollars (\$50.00) per hour, with a minimum one-hour charge, for this service. Contracting County further agrees to assume responsibility for making suitable arrangements for bond or release from the Detention Center of those prisoners of Contracting County held by Codington County. Contracting County further agrees and understands that it is the responsibility of Contracting County to know when its prisoners held in the Detention Center are to be in Court.

VI.

That Contracting County herein further agrees that all detainees of Contracting County housed in the Detention Center are subject to the Policy and Procedures Manual of Codington County and any and all State standards that may be forthcoming from the South Dakota legislature or other authorized committee or agency of the State of South Dakota.

VII.

That Contracting County herein further agrees and understands that Codington County can house a limited number of prisoners. Codington County reserves the right to make the sole determination of whether or not there is space available at the Detention Center. Contracting County further agrees that if Codington County does not have space available for prisoners of Contracting County, it will be the responsibility of Contracting County to notify the sentencing Court to make whatever arrangements are necessary to insure compliance with the Court Order, or arrange other facilities.

VIII.

Within 24 hours after notice has been received, Contracting County agrees to remove any inmate housed for their county in the Detention Center that the Codington County Sheriff believes cannot be safely held in the Detention Center due to the inmate's mental or physical condition or any inmate who may pose a security risk for the Detention Center or its employees.

IX.

That Contracting County fully agrees and understands that Codington County may refuse to take any detainee of Contracting County at the sole discretion of Codington County.

X.

That Contracting County agrees to indemnify Codington County and hold Codington County harmless from all claims, demands, or judgments against Codington County by detainees held for Contracting County for all claims, demands, or judgments for allegations of, but not limited to, the following: false arrest, false detention, inadequate facilities or any civil rights violation. Contracting County also agrees to pay all legal costs in defense of Codington County as a result of litigation against Codington County by detainees of Contracting County for the above claims, demands or judgments.

Codington County agrees to assume all liability for any claims resulting from negligent hiring or personnel, or negligence of any of its employees in the care for detainees of Contracting County and shall hold Contracting County harmless thereon.

XI.

That the parties to this agreement herein fully agree that Codington County may cancel this agreement by giving thirty (30) days notice to the Auditor of Contracting County. Said notice shall be sent by certified or registered mail. Contracting County herein agrees it shall have no claim or claims of any kind or nature against Codington County for Codington County's cancellation of this agreement. Contracting County further agrees that should Codington County decide by action of the County Commissioners of Codington County to alter terms and conditions of this agreement, including the cost of housing prisoners, that said alterations or changes shall be made known to Contracting County by certified or registered mail to the County Auditor of Contracting County. Contracting County herein agrees and understands that said alteration or change in this written contract shall commence and take full force and effect thirty (30) days after notice is received by Contracting County unless other agreement is reached between the parties to this agreement.

XII.

That the parties to this agreement specifically agree that any and all changes in this agreement shall be made in writing and attached to the master copy of this agreement which shall be held by Codington County at the County Auditor's office. The parties to this agreement do further agree that

this agreement constitutes the complete understanding and agreement of the parties hereto, and that no other oral agreements have been made that are binding upon the parties hereto.

XIII.

That Contracting County herein agrees to provide copies of the necessary authorization to hold a detainee. The authority to hold shall be an order of the Court, together with the signature of the officer delivering said detainee of a form entitled Custody Authorization. Said paperwork is the consent of Contracting County for Codington County to bill Contracting County under the terms and conditions of this agreement and subjects both parties to any other terms and conditions of this agreement, State law, Policy Manual, or future addendum or modification of this agreement.

Codington County reserves the right to reject any detainee delivered without adequate authorization from Contracting County.

Dated this _____ day of _____, 20____.

CODINGTON COUNTY

Chairman, County Commission

ATTEST:

County Auditor

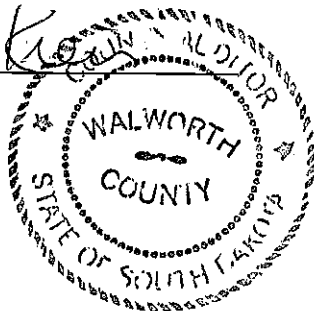
Dated this 6 day of October, 2020.

WALWORTH COUNTY

Scott Schilling
Chairman, County Commission

ATTEST:

Rebecca K...
County Auditor



Andrew L. Ball, Sheriff



PROPOSAL

PREPARED ESPECIALLY
FOR: Codington Co States Attorney
Watertown, SD

DATE: October 13, 2020

	<u>List</u>	<u>Your Price</u>
<u>Toshiba e-Studio 4518A</u>	\$14,870.00	\$3,684.00
• 45 Page Per Minute		
• 2400 x 600 DPI with Smoothing		
• Standard 1200 Sheet Paper Capacity		
• Automatic Duplex Unit		
• 4GB Memory		
• 320GB Self Encrypting Drive		
MR3031B Reversing Automatic Document Feeder	\$ 1,809.00	\$ 580.00
MY1049B Envelope Drawer Module	\$ 594.00	\$ 183.00
KD1058B 3 rd Paper Drawer/Stand	\$ 1,059.00	\$ 499.00
MY1048B 4 th Paper Drawer	\$ 594.00	\$ 183.00
GD1370N Fax Unit	\$ 1,107.00	\$ 550.00
Total Purchase Price	\$20,033.00	\$5,679.00

Service Agreement Black .0074 per copy
Includes toner, developer, drums, supplies, parts, maintenance, service calls, and labor. Excludes staples and paper. No minimums required.

15 Amp Power Manager \$170.00

Quote good for 30 days.

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

sl_codestatesatty4518a

Signature 

FY2022 CALL FOR GRANTS & CONTRACTUAL AGREEMENTS

To be considered, all grant applications **must** be received by the Department of Agriculture, Office of Plant Industry, postmarked, faxed or emailed on or **before November 13, 2020**. The Commission will act on these applications on February 17, 2021, at the Spearfish Convention Center, Spearfish, SD.

Specific **REQUIREMENTS, PRIORITIES, and EVALUATIONS CRITERIA** are enclosed. The application forms to be used are also enclosed. If awarded a weed and pest grant, funds must be expended between July 1, 2021 through June 1, 2022. The grant fund dollars, if approved, cannot be spent prior to July 1, 2021.

Weed & Pest Fund Grant Requirements for FY2022 are:

- a. Counties must have prior year's annual reports, tours and summaries filed with the Department of Agriculture by February 1, 2021.
- b. County Weed & Pest Supervisor and/or a county representative must attend at least one training session per year if provided by the department. (1 county personnel must attend)
- c. County Weed & Pest Supervisor and a county representative or board member must attend the annual weed and pest conference. If the representative isn't a board member, they must be a resident of the county. (2 county personnel must attend) (See note below**)
- d. County Weed & Pest Supervisor and county representative or board member must attend a district weed meeting. (2 county personnel must attend)
- e. 50/50 cost share is required
- f. A husband and wife will not be considered two representatives from a county.

**** NOTE ****

- If only one person (supervisor or designee) attends the conference they are qualified to receive grant funds.
- If a grant is awarded, the breakdown of funds will be:
 - Full amount of the grant will be awarded if the county meets all the requirements, including 2 attendees at the Conference
 - One half of the full amount of the grant will be awarded if the county meets all the requirements, but has only 1 attendee at the Conference
- If in the event that a county or counties don't qualify for funding, the remaining funds will be divided equally to the nearest \$100, amongst those remaining counties that have met the requirements, without exceeding spending authority.

A. STATUTORY REQUIREMENT

The Commission may expend weed and pest control funds through grants or contracts to weed and pest county boards, governmental agencies or other entities it considers appropriate for weed and pest control projects for the following (SDCL 38-22-38):

1. Employment of a new and innovative weed and pest control project or development, implementation or demonstration of any weed and pest control project that may be proposed, implemented or established by local, state or national organizations, whether public or private. Such expenditures shall be on a cost-share basis with such organizations;
2. Weed and pest control cost share programs with the county weed and pest boards;
3. Special grants to county weed and pest control boards to eradicate or contain significant weeds or pests newly introduced into the county. These grants may be issued without matching funds from the board;
4. Assist county weed and pest boards in purchasing pesticides and application equipment and hiring labor necessary to protect against expansion of noxious weeds and declared pests;
5. Support multi-county weed and pest control and eradication efforts;
6. Promote landowner responsibility to control noxious weeds and pests in South Dakota;
7. Support educational and research efforts to find new and better ways of controlling noxious weeds and declared pests.

A project is eligible to receive funds only if the county in which the project occurs has funded its own weed and pest program. The commission may also expend funds to pay for the costs of administering the weed and pest control fund not to exceed three percent of the allowable expenditure for each fiscal year and for administrative expenses incurred by the commission.

B. COMMISSION POLICY

The Commission has established the following as characteristics for available funding.

1. Continue and increase public information and education programs.
 - a. Mass media involving television, radio, newspapers, magazines and newsletters.
 - b. Weed and pest booths at major agricultural trade shows.
 - c. Educating youth via programs integration with FFA, 4-H, Ag in the Classroom, etc.
 - e. County noxious weed management seminars, workshops, etc.
2. Continue to support large scale cooperative noxious weed management projects.
3. Continue and expand County Weed & Pest Supervisor training and certification.
4. Continue and expand research on noxious weed and declared pest management.
5. The commitment by documentation of other resources by the applicant is required to ensure successful completion of the project. The Commission does require a 50/50 cost share for the project.

6. Allocate a pool of money equally between all eligible counties requesting funds. Based on evaluation criteria below

C. EVALUATION CRITERIA

Applications shall be evaluated on the following:

1. Program accomplishments by the applicant during the past year; copy of bills submitted to the Department of Agriculture prior to reimbursement showing how money was spent, ie., chemical or equipment.
 - a. Prior year's annual reports, tours and summaries have been filed with the Department of Agriculture.
 - b. County Weed & Pest Supervisor or a county representative must attend at least one training session per year if provided by the department.
 - c. County Weed & Pest Supervisor or designee must attend a district meeting and annual conference.
 - d. At least one County Commissioner, Weed and Pest Board member or county representative must attend a district weed meeting and the annual weed and pest conference.

These grants are intended to support the programs and policies established by the SD Weed & Pest Control Commission. The intent is to encourage new, improved or innovative activities that will allow the program to become more effective. The intent is not to replace current operational budgets for ongoing control activities. The Commission has given priority to grant applications that are directed at thistle and leafy spurge control efforts. Grant applications that include pickup or trucks or supervisor's wages or benefits will not be permitted, however the purchase of chemical will be allowed. **Requests for educational meetings will be allowed, but only meeting room expense and coffee will be reimbursable.**

Applications must be postmarked, faxed or emailed no later than November 13, 2020. If faxed or emailed, the original must still be sent and must be postmarked no later than November 13, 2020.

WEED & PEST FUND GRANTS – FY2022

Date: 10/8/2020

County: Codington

Applicant: Codington County Weed

Address: 14 1st Ave SE Watertown, SD 57201

Name & Telephone Number of Contact Person: Steve Molengraaf - (cell) 605-881-9396

Please describe in the space below what the grant funds will be used for. (If additional space is needed, please add additional pages to this application.)

To purchase chemicals for a safer environment.

To purchase improved spraying equipment for adding improvement environment and material practices.

To assist in seasonal labor costs.

Signature of Applicant: Steve Molengraaf

Please return form to the following address:

South Dakota Department of Agriculture

Division of Agricultural Services

Office of Plant Industry

523 E. Capitol Ave., Foss Bldg.

Pierre, SD 57501-3182

Application must be postmarked, faxed or emailed no later than November 13, 2020. If faxed or emailed, the original must still be sent and must be postmarked no later than November 13, 2020.

Cindy Brugman

From: Steve Molengraaf
Sent: Tuesday, October 13, 2020 7:19 PM
To: Cindy Brugman
Subject: agenda items
Attachments: FY2022 Grant Criteria Final - complete.pdf; Steve- Weed District Meetings.doc; Steve- Weed District Meetings-Mitchell.doc; Steve- Weed District Meetings-Refield.doc

Cindy

Attached are for October 20th commissioner's meeting. The first is a completed application form for the 2022 weed grant. The others are travel requests for the weed district meeting in the state, of which I'm on the agenda to give a presentation.

Steve Molengraaf
Codington County Facility Manager
605-882-6255
605-881-9396

Cindy Brugman


From: Todd Kays <todd@1stdistrict.org>
Sent: Wednesday, October 14, 2020 11:10 AM
To: Jamie Torstenson; Cindy Brugman
Subject: [EXT] Codington Hazmat Plan Contract
Attachments: 2021 Codington County HazMat Contract.docx

Cindy and Jamie,

Attached you will find a copy of the contract between Codington County and First District for the development of the Hazardous Materials Plan. Please make 2 copies, have the Commissioners approve, sign both copies and return one copy to my office.

You will note that the contract cost is for \$5,000. HMGP Grant funds will cover \$4,000. I will then apply \$1,000 of Codington County's 2021 annual dues to the District towards this project. Therefore, the County will not need to budget any additional dollars for the project other than the normal annual dues paid to the District.

Todd



Todd A. Kays, Executive Director
First District Association of Local Governments
POB 1207
418 18th Avenue NE
Watertown, SD 57201
605-882-5115

LETTER OF AGREEMENT

**FIRST DISTRICT ASSOCIATION
OF LOCAL GOVERNMENTS
PO BOX 1207
WATERTOWN SD 57201**

**CODINGTON COUNTY
14 1st AVE SE
WATERTOWN, SD 57201**

Referred to as District

Referred to as County

The County hereby enters into an agreement with the District.

THE DISTRICT

- A. This agreement shall commence on December 1, 2020 and end on or about September 15, 2021.
- B. The District agrees to perform the following work activities:
- Verification or collection of existing and new facility sites/locations.
 - Incorporation of updated facility site information--pictures, site plans, etc., and GIS data into a Geographic Information System, which would be utilized by the Codington County Office of Emergency Management.
 - Facilitating a process which will result in the update of the "hard copy" Hazardous Materials Plan, which would contain:
 - Emergency Notification Roster
 - Codington County OEM Organizational Structure
 - Hazardous Materials Incident Reporting Information
 - Plan of Operation
 - Fixed Facility Site Information
 - Hazardous Materials Facility Plans
 - Transportation Routes
 - Emergency Equipment Listings
 - Hazmat Hazardous Analysis Chemical Summary/Contacts
 - Emergency Responders Procedures Guidelines
 - Farmers and SARA Title III
 - Glossary
 - Definitions
 - Update GIS geodatabase to latest ESRI version
- C. The District will provide two (2) hard copies of the completed plan and a copy of the Microsoft.doc file, so new information can be printed and updated in the existing HAZMAT document by Codington County Emergency Management.
- D. The District will provide any new GIS data and new ESRI.mxd to the Codington County Emergency Management Director.

THE COUNTY

- A. Codington County will make payment of one thousand dollars (\$1,000) to the First District in the first quarter of calendar year 2021.
- A. Codington County will make payment of four thousand dollars (\$4,000) after submittal of the Hazardous Materials Plan to the State of South Dakota.
- B. Total agreement amount (not to exceed) five thousand dollars (\$5,000).



10/14/2020

District Signature

Date

County Signature

Date

LETTER OF AGREEMENT

**FIRST DISTRICT ASSOCIATION
OF LOCAL GOVERNMENTS
PO BOX 1207
WATERTOWN SD 57201**

**CODINGTON COUNTY
14 1st AVE SE
WATERTOWN, SD 57201**

Referred to as District

Referred to as County

The County hereby enters into an agreement with the District.

THE DISTRICT

- A. This agreement shall commence on December 1, 2020 and end on or about September 15, 2021.
- B. The District agrees to perform the following work activities:
- Verification or collection of existing and new facility sites/locations.
 - Incorporation of updated facility site information--pictures, site plans, etc., and GIS data into a Geographic Information System, which would be utilized by the Codington County Office of Emergency Management.
 - Facilitating a process which will result in the update of the "hard copy" Hazardous Materials Plan, which would contain:
 - Emergency Notification Roster
 - Codington County OEM Organizational Structure
 - Hazardous Materials Incident Reporting Information
 - Plan of Operation
 - Fixed Facility Site Information
 - Hazardous Materials Facility Plans
 - Transportation Routes
 - Emergency Equipment Listings
 - Hazmat Hazardous Analysis Chemical Summary/Contacts
 - Emergency Responders Procedures Guidelines
 - Farmers and SARA Title III
 - Glossary
 - Definitions
 - Update GIS geodatabase to latest ESRI version
- C. The District will provide two (2) hard copies of the completed plan and a copy of the Microsoft.doc file, so new information can be printed and updated in the existing HAZMAT document by Codington County Emergency Management.
- D. The District will provide any new GIS data and new ESRI.mxd to the Codington County Emergency Management Director.

THE COUNTY

- A. Codington County will make payment of one thousand dollars (\$1,000) to the First District in the first quarter of calendar year 2021.
- A. Codington County will make payment of four thousand dollars (\$4,000) after submittal of the Hazardous Materials Plan to the State of South Dakota.
- B. Total agreement amount (not to exceed) five thousand dollars (\$5,000).



10/14/2020

District Signature

Date

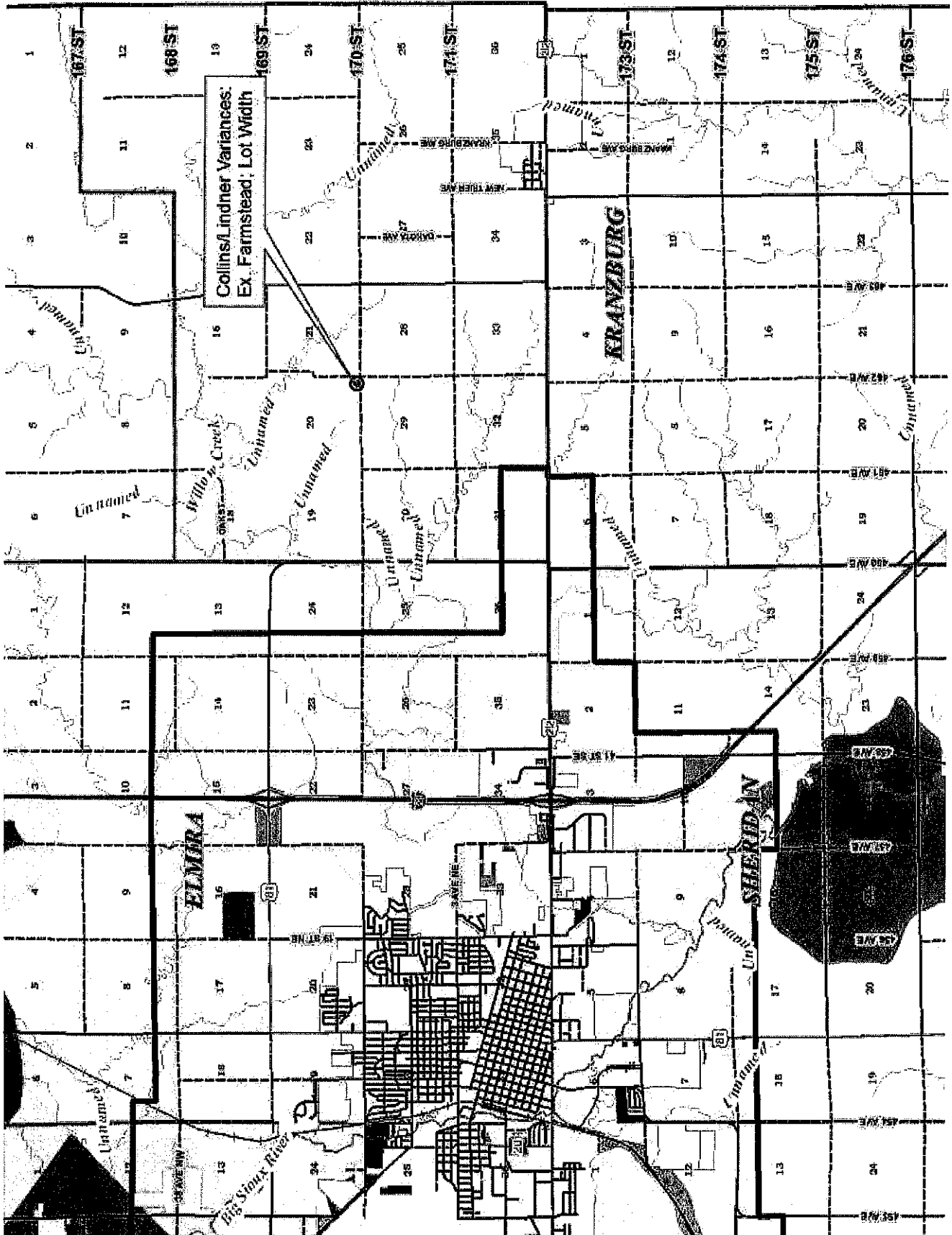
County Signature

Date

Collins Plat

Plat of Jordan and Jennifer Collins Addition in SE1/4, Section 20-T117N-R51W,
Codington County, South Dakota. (Kranzburg (N) Township)

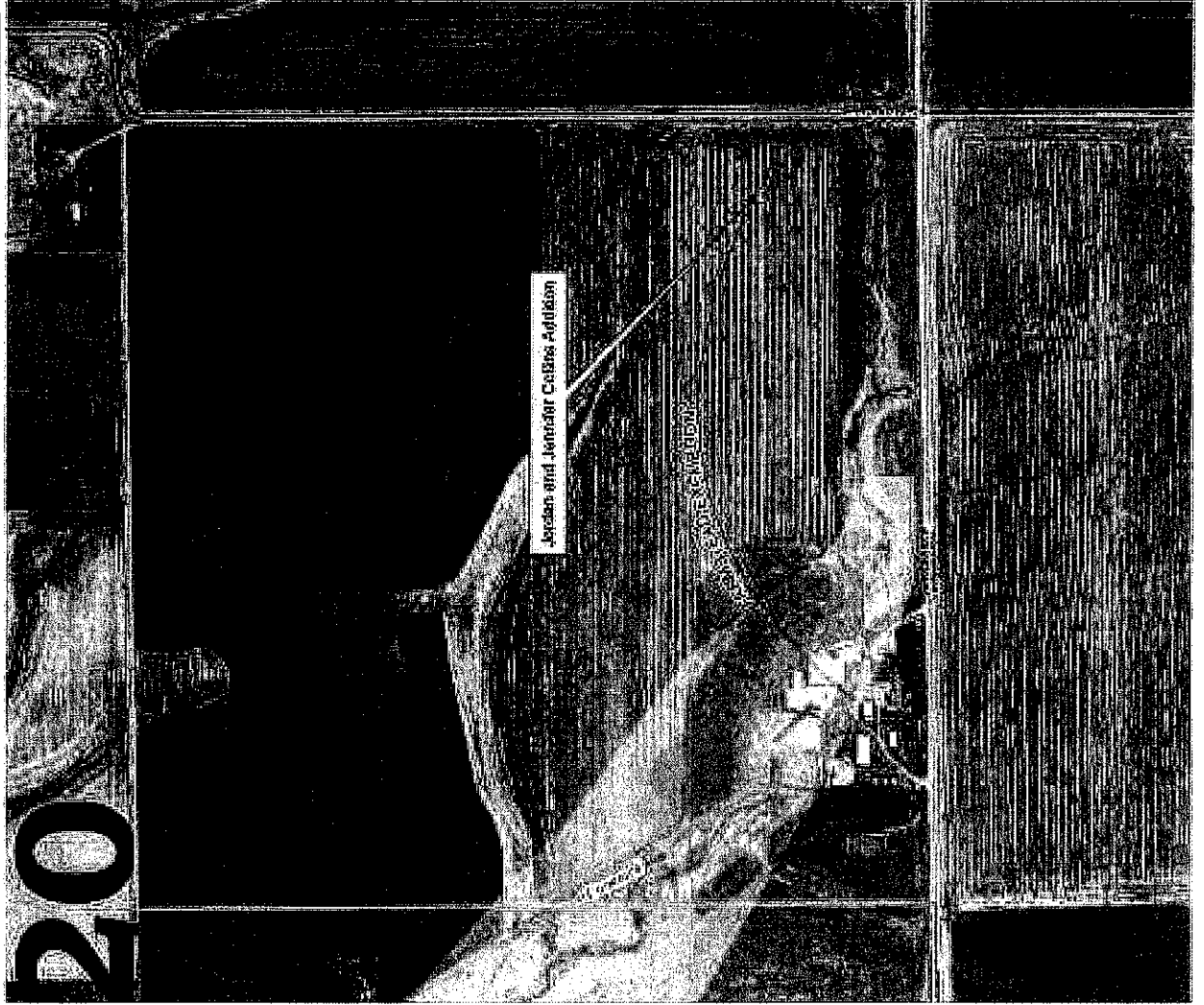
Plat Approval





**Collins/Lindner Variances:
Existing Farmstead; Lot Width**

Legend
— Colored Area
— Adjacent
— 10' Buffer



PLAT OF:

JORDAN AND JENNIFER COLLINS ADDITION
IN THE COUNTY OF CODINGTON, SOUTH DAKOTA
LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 20, T117N,
R51W OF THE 5th P.M., CODINGTON COUNTY, SOUTH DAKOTA
CONTAINING 5.0 ACRES, MORE OR LESS, OF WHICH 0.35 ACRE,
MORE OR LESS, IS SECTION LINE RIGHT OF WAY.

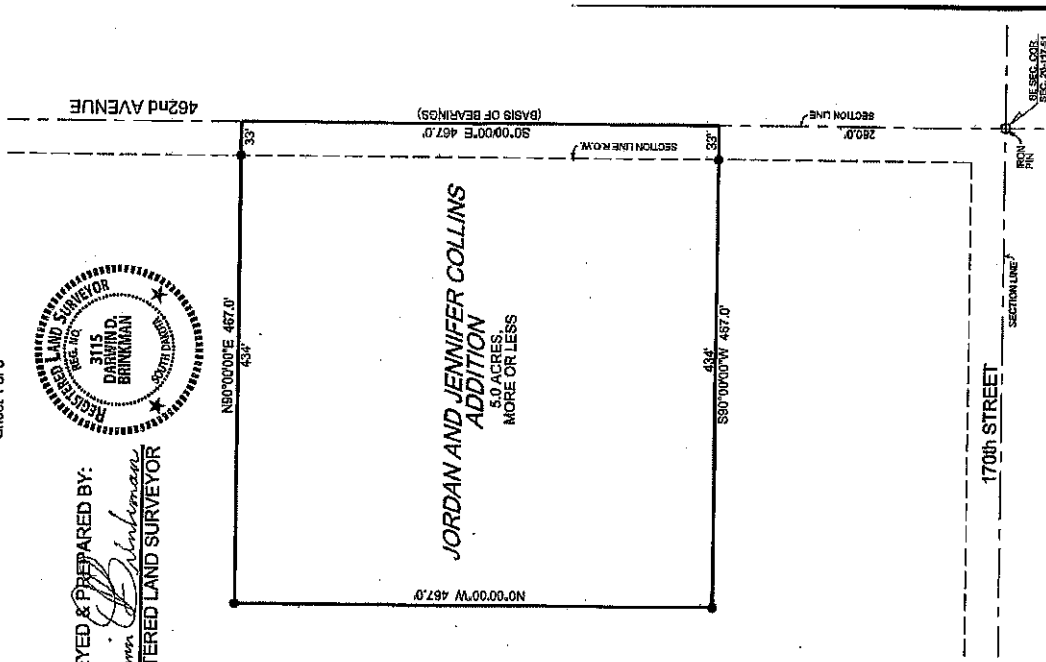
Sheet 1 of 3



SURVEYED & PREPARED BY:

Darin D. Brinkman
REGISTERED LAND SURVEYOR

SE 1/4
T117N
R51W



SCALE 1"=100'
AUGUST 2020

● CAPED IRON PIN SET
○ EXISTING MONUMENT

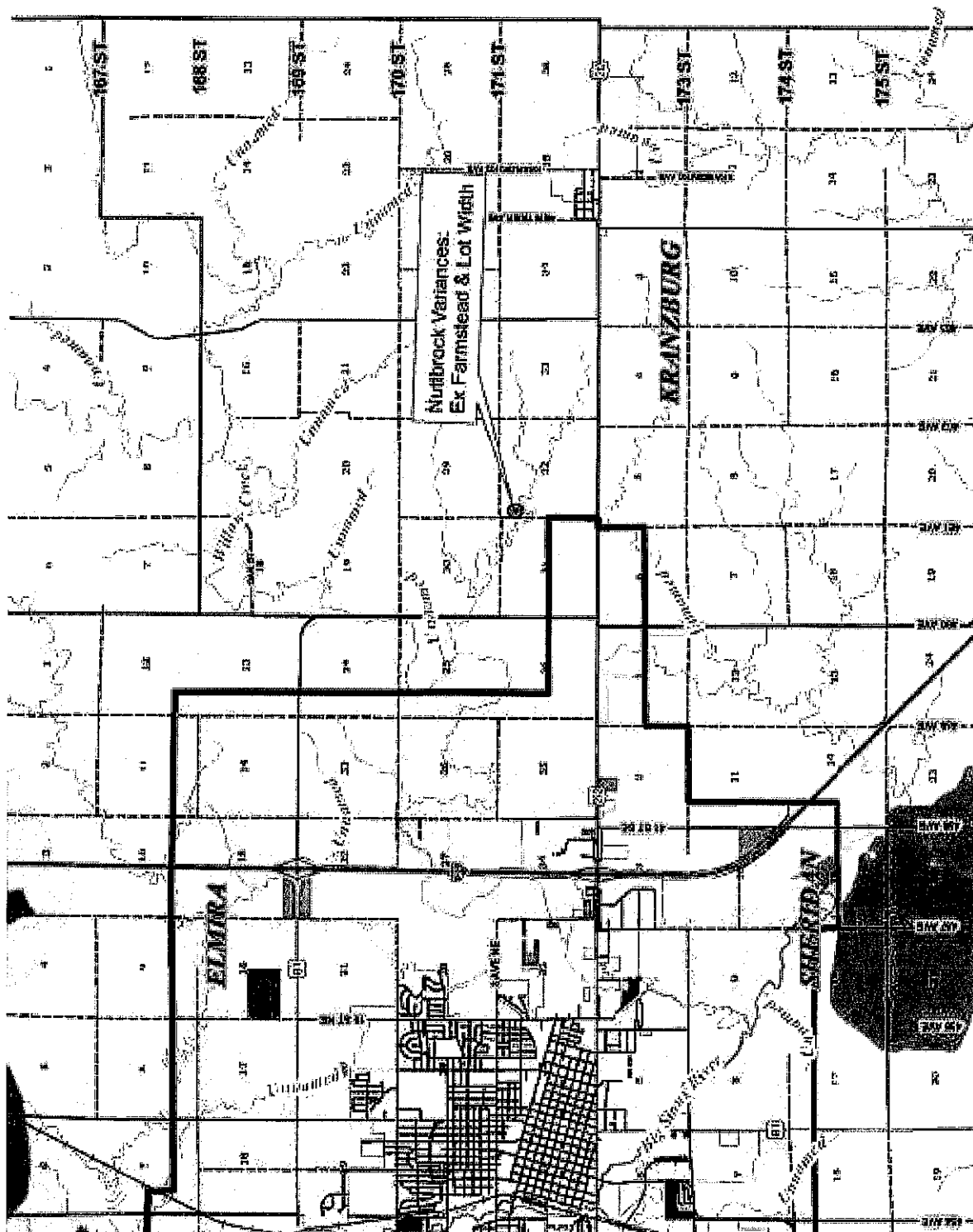
*SUBJECT TO EASEMENTS OF RECORD

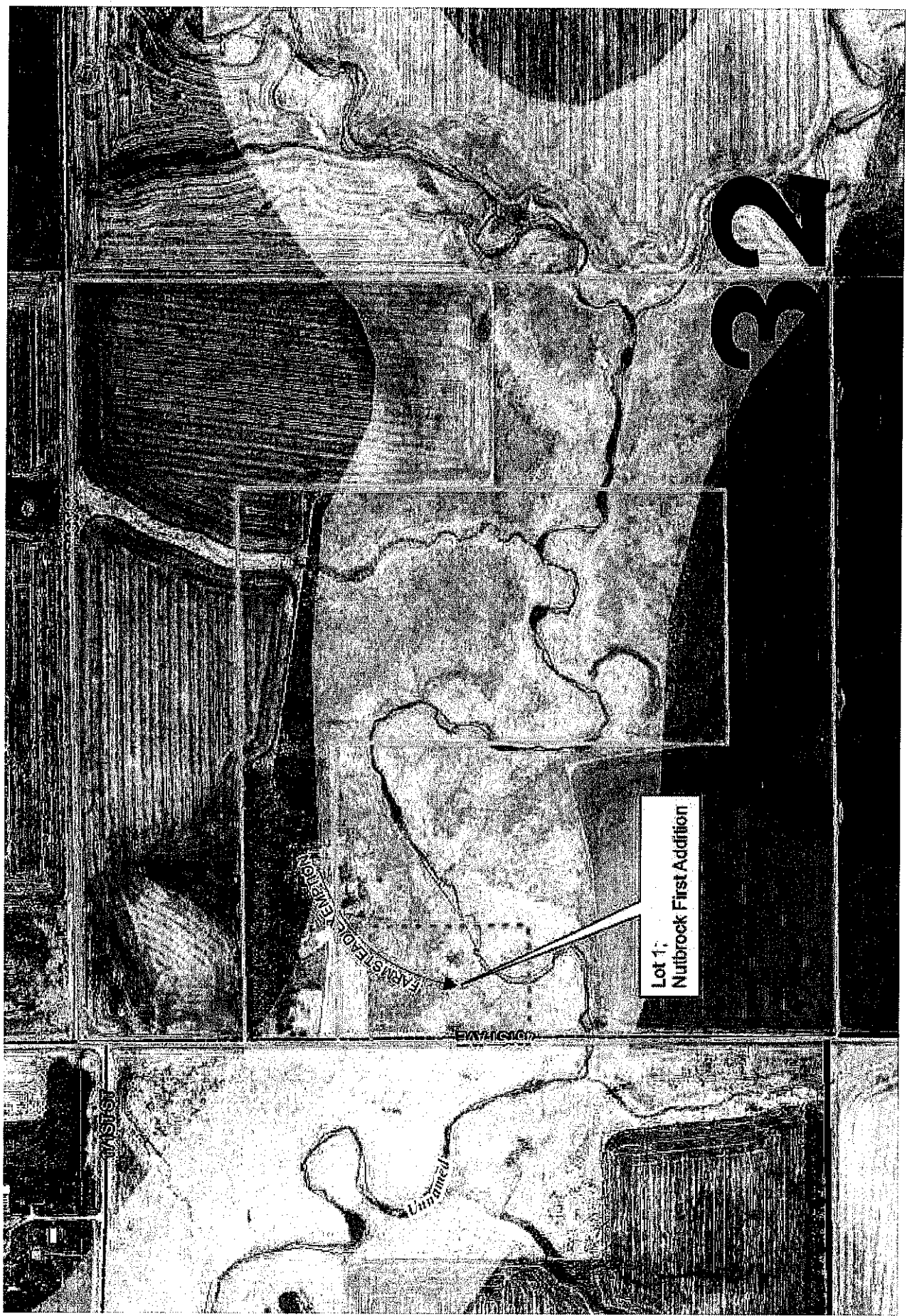
BRINKMAN
LAND SURVEYING
3115
DARIN D. BRINKMAN
REGISTERED LAND SURVEYOR
No. 3115
SOUTH DAKOTA
Cedar Rapids, IA 52401
PH: 563.384.4222 FAX: 563.384.4222
www.brinkmanland.com
Darin D. Brinkman
D. Brinkman & Associates, Inc.
P.O. Box 1000
Cedar Rapids, IA 52401
PH: 563.384.4222 FAX: 563.384.4222

Nuttbrock Plat

Plat of Lot 1 of Nuttbrock First Addition in NW1/4, Section 32-T117N-R51W,
Codington County, South Dakota. (Kranzburg (N) Township)

Plat Approval

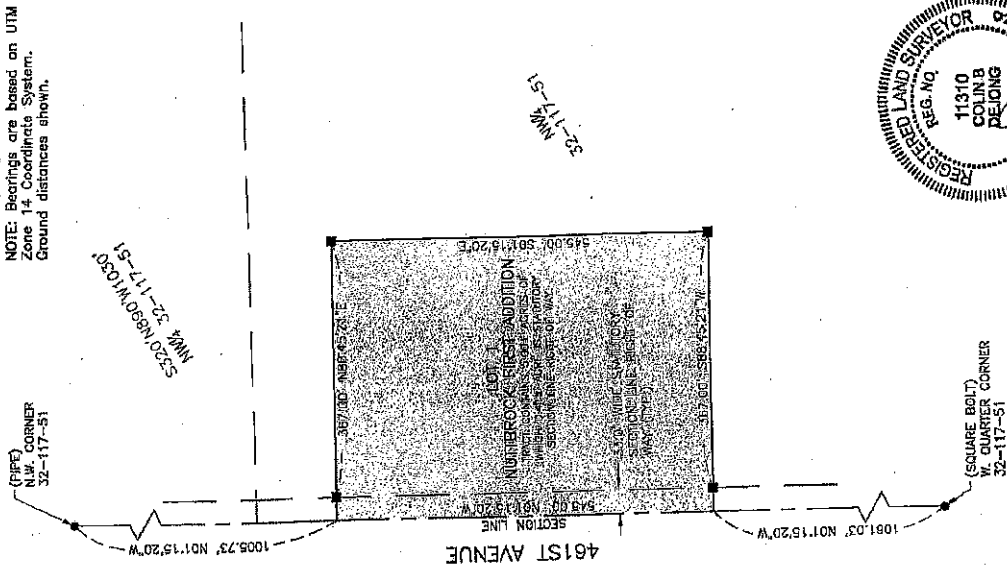




PLAT OF

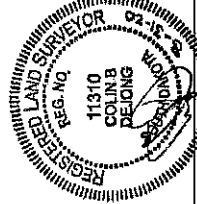
LOT 1 OF NUTTBROCK FIRST ADDITION LOCATED IN THE
NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 117
NORTH, RANGE 51 WEST OF THE 5TH P.M., IN THE
COUNTY OF CODINGTON, SOUTH DAKOTA.

August 31, 2020
Scale: 1"=150'
• Monument Recovered
■ 1/2" x 18" Rebar w/ Plastic Cap
Stamped #11310 Sat
NOTE: Bearings are based on UTM
Zone 14 Coordinate System.
Ground distances shown.



Prepared By
ASOEN ENGINEERING COMPANY, INC.
1022 SIXTH STREET S.E.
WATERLOO, SD
Telephone 605-862-2371

NOTE: This plat and the survey on which it is based
was performed without the benefit of a title report
and is subject to any encumbrances whether
specified herein or of record, if any.



Registered Land Surveyor

Cindy Brugman

From: Lee Gabel
Sent: Thursday, October 15, 2020 11:42 AM
To: Cindy Brugman
Cc: Jodi Pearson; Debbie Melville; Alissa Harte
Subject: Agenda Item

Cindy,

Please add:

Discussion and possible action to accept a proposal for a compensation study.

Thanks.

Lee

D. Lee Gabel, PMP
Colonel, U.S. Army (retired)
Codington County Commissioner, District 1
605-880-1278
dlee.gabel@codington.org

CODINGTON COUNTY
WATERTOWN, SD 57201-3611

* * * * *

Invoice # / Description	Account #	From Budget	Amount
ACCT END:1719 - CLUBHOUSE	101 - 163.0 - 427.00	REGISTER OF DEE	245.98

TOTAL: 245.98

Claim Of:
VISA

PO BOX 30131
TAMPA, FL 33630-3131

Amount Allowed: \$ 245.98

<- VOUCHER #

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Claimant

Date

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct. I further certify that the above services were rendered, or that the above listed materials were received in an acceptable condition, and that the above claim is hereby approved by me for payment on this day 10/19/2020 .

Chairman / authorized agent

Authorized Official

Date

1579996

[Signature]

CODINGTON COUNTY
WATERTOWN, SD 57201-3611

* * * * *

Invoice # / Description	Account #	From Budget	Amount
ACCT END:0786 - USPS	101 - 211.0 - 426.00	SHERIFF	115.45
ACCT END:0786 - TSC	101 - 211.0 - 434.00	SHERIFF	329.99
ACCT END:0786 - ZOOM	101 - 212.0 - 426.00	COUNTY JAIL	319.30

TOTAL: 764.74

Claim Of:
VISA

PO BOX 30131
TAMPA, FL 33630-3131

Amount Allowed: \$ 764.74

-- VOUCHER #

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Claimant

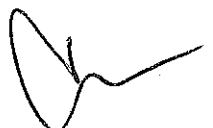
Date

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct. I further certify that the above services were rendered, or that the above listed materials were received in an acceptable condition, and that the above claim is hereby approved by me for payment on this day 10/19/2020

Chairman / authorized agent

Authorized Official

Date



CODINGTON COUNTY
WATERTOWN, SD 57201-3611

* * * * *

Invoice # / Description	Account #	From Budget	Amount
ACCT END:0760 - MENARDS/TARGET	226 - 222.0 - 429.20	EMERGENCY MANAG	364.22

TOTAL: 364.22

Claim Of:
VISA

PO BOX 30131
TAMPA, FL 33630-3131

Amount Allowed: \$ 364.22

<- VOUCHER #

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Claimant

Date

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct. I further certify that the above services were rendered, or that the above listed materials were received in an acceptable condition, and that the above claim is hereby approved by me for payment on this day 10/19/2020.

Chairman / authorized agent

Authorized Official

Date

[Signature]

PERSONNEL TRANSACTION - NEW HIRE CHANGE OF STATUS

EMPLOYEE NAME Al Benek		DATE 10-14-20
EFFECTIVE DATE 11-1-20	POSITION TITLE Main 3	DEPARTMENT Highway
CURRENT STEP 13	NEW STEP 14	
CURRENT PAY RATE 4367.40 (25.10)	NEW PAY RATE 4423.08 (25.42)	
REASONS FOR CHANGE Hire Date		

EMPLOYEE SIGNATURE **Allen Benek**

DEPARTMENT HEAD SIGNATURE **Rick Hartley**

DATE **10-14-2020**

COUNTY COMMISSIONERS _____

DATE _____

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 <i>V. Engst</i>		DATE <i>10-15-20</i>
EFFECTIVE DATE <i>10-15-20</i>	POSITION TITLE <i>Criminal Civil Support Coordinator</i>	DEPARTMENT <i>Sheriff</i>
CURRENT STEP	NEW STEP <i>7</i>	
CURRENT PAY RATE	NEW PAY RATE <i>20.25</i>	
REASONS FOR CHANGE <i>New hire</i>		<p>FILED</p> <p>OCT 19 2020</p> <p>CODINGTON COUNTY AUDITOR</p>

EMPLOYEE SIGNATURE *x V. Engst*

DEPARTMENT HEAD SIGNATURE *[Signature]*

DATE *10-15-20*

COUNTY COMMISSIONERS _____

DATE _____

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 Barbara Martenson		DATE 10/13/2020
EFFECTIVE DATE 10/15/2020	POSITION TITLE Clerk	DEPARTMENT Director of Equalization
CURRENT STEP 13	NEW STEP 14	
CURRENT PAY RATE \$20.34	NEW PAY RATE \$20.59	
REASONS FOR CHANGE <p align="center">Anniversary Step Increase</p> <p align="right">FILED OCT 13 2020</p>		

CODINGTON COUNTY AUDITOR

EMPLOYEE SIGNATURE Barbara Martenson

DEPARTMENT HEAD SIGNATURE Shawn Quot

DATE 10/13/2020

COUNTY COMMISSIONERS _____

DATE _____

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 <i>Samie Dolen</i>		DATE <i>10-14-20</i>
EFFECTIVE DATE <i>11-1-20</i>	POSITION TITLE <i>Maint 3</i>	DEPARTMENT <i>Highway</i>
CURRENT STEP <i>7</i>	NEW STEP <i>8</i>	
CURRENT PAY RATE <i>4005.48 (23.02)</i>	NEW PAY RATE <i>4064.64 (23.36)</i>	
REASONS FOR CHANGE <i>Anniv Date</i>		

EMPLOYEE SIGNATURE *Samie D. Dolen*

DEPARTMENT HEAD SIGNATURE *Rick Hartley*

DATE *10-14-2020*

COUNTY COMMISSIONERS _____

DATE _____

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 Brad Schwinger		DATE 10-14-20
EFFECTIVE DATE 11-1-20	POSITION TITLE Maint 3	DEPARTMENT Highway
CURRENT STEP 13	NEW STEP 14	
CURRENT PAY RATE 4367.40 (25.10)	NEW PAY RATE 4423.08 (25.42)	
REASONS FOR CHANGE Anniv Date		

EMPLOYEE SIGNATURE **Brad Schwinger**

DEPARTMENT HEAD SIGNATURE **Rick Hartley**

DATE **10-14-2020**

COUNTY COMMISSIONERS _____

DATE _____

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

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Weed & Pest

Name of traveling employee Steve Molengraaf

Employee title Supervisor Employee status exempt ☐ nonexempt ☒

Purpose of travel Weed District Meetings

Method of transportation County vehicle

Destination Rapid City & Pierre, SD

Departure date and time 10/26/20 8:00am Destination arrival date and time 10/26/20 3:00pm

Return departure date and time 10/28/20 5:00pm Return arrival date and time 10/28/20 9:00pm

Costs of travel

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

Lodging expense \$200

Meals \$32 Registration \$30

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 _____

