

AGENDA
Codington County Board of Commissioners
Codington County Courthouse, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, December 15, 2020

- 1. Pledge of Allegiance**
- 2. Call for public comment. Public comment may be submitted via telephone at 605-882-6248 or 605-882-6297**
- 3. Conflict of interest items**
- 4. Action to approve the December 15, 2020 agenda**
- 5. Action to approve the minutes of December 8, 2020**
- 6. Monthly reports**
 - a. Extension**
 - b. Facilities Manager**
 - c. Highway Supt.**
- 7. Opening of bids for Rip Rap and action to award to successful bidder**
- 8. Action to order and purchase motor graders from bidding agent Sourcewell**
- 9. Action to approve COVID payroll supplement for part time employees**
- 10. Action to approve contract for E-911 service**
- 11. Action to approve a Welfare Director job description**
- 12. Action to approve plat addition resolutions**
 - a. Prairie Vibe Addition in Rauville Township**
 - b. Schwinger Second Addition in Dexter Township**
 - c. Brooklyn First Addition in Pelican Township**
 - d. Hopper Second Addition in Pelican Township**
- 13. Discussion/action regarding December meeting dates**
- 14. Discussion/possible action to adopt a resolution to ban open burning**
- 15. Action to approve claims for payment**
- 16. Action/possible discussion on COVID-19 practices, procedures, policy**

- 17. Action to approve automatic budget supplements**
- 18. Action to approve personnel changes**
- 19. Action to approve travel requests**
- 20. Public Notices – a possible quorum of Commissioners could be in attendance at:**
- 21. Old Business**
- 22. New Business**
- 23. Open**
 - a. Public Comments**
 - b. Commission Comments**
- 24. 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)**
- 25. Action to adjourn until 9:00 a.m., Tuesday, December 22nd, 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

December 8, 2020

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, December 8, 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 Hanten lead the pledge of allegiance.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair Hanten called for public comments to be taken up during the open portion of the meeting; none were offered. There were no conflict-of-interest items to note.

AGENDA APPROVED

Motion by VanDusen, second by Gabel, to approve the December 8, 2020 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Waterman to approve the minutes of December 1, 2020; all voted aye; motion carried.

MONTHLY REPORTS

Auditor, Cindy Brugman, reported tax levies for pay 2021 have been submitted to the SD Dept. of Revenue for approval; year end budget balances are being monitored for compliance; \$1,477,882.93 has been received in Cares Act funding through the end of November and year end Commission meeting dates need to be finalized. **Director of Equalization, Shawna Constant**, reported year end procedures are a priority before assessment notices are mailed in March 2021; year end sales will be reviewed by the SD Dept. of Revenue; Zoom audits with the Dept. of Revenue will be scheduled after January 1st, and due to good weather conditions, the Appraisal staff continue to work in the field at this time. **Welfare Director, Sarah Petersen**, reported the following statistics for the time period September through November: 170 clients were assisted; SD Cares 8, Utilities 7, Housing 29, Economic Assistance 4, Prescription Drugs 1, Burials 6 (September and October), Homeless 8, and Medical 30. \$4,466.00 in costs were incurred during this time period and cost avoidance totaled \$9,350.87.

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 November 2020, all present voted aye; motion carried.

Cash on hand	\$	12,361.39
Checks in Treasurers' possession		
less than 3 days	\$	229,661.72
Credit Card Charges	\$	11,182.45
Cash Items	\$	370.09
TOTAL CASH ASSETS ON HAND	\$	253,575.65
RECONCILED CHECKING		
Great Western Bank Checking (Memorial Park)	\$	1,969.80
Reliabank Dakota		\$25,501,319.64
INVESTMENTS		

Codington County, December 8, 2020

SD Public Funds Investment	\$ 7,254.43
TOTAL CASH ASSETS	\$25,764,119.52
General Ledger Cash Balance by Funds:	
General	\$17,081,594.16
General restricted cash	\$ 500,000.00
Sp. Revenue	\$ 6,300,910.28
Custodial	\$ 1,881,615.08
(schools 1,180,988.45, townships 55,791.87; city/towns 190,999.45)	
TOTAL GENERAL LEDGER CASH	\$25,764,119.52

The Board noted Register of Deeds fees in the amount of \$40,568.85 were collected in the month of November, 2020.

RESOLUTION APPOINTING GRANT APPLICANT AGENT

Motion by Gabel, second by VanDusen, to approve Resolution 2020-34, a resolution appointing a grant applicant agent; all voted aye; motion carried.

**RESOLUTION 2020-34
APPOINTMENT OF APPLICANT AGENT**

WHEREAS Codington County is submitting a grant application to the Federal Emergency Management Agency and the State of South Dakota; and

WHEREAS Codington County is required to appoint an Applicant Agent for the purpose of signing documents and assuring the completion of all application documents;

NOW THEREFORE BE IT RESOLVED that the Codington County Board of County Commissioners appoints Brenda Hanten and/or Jamie Torstenson as the authorized Applicant Agent.

Dated this 8th, day of December 2020.

Appointing Authority

Brenda Hanten
Chairperson, Codington County Commission

Appointed Agent

Jamie Torstenson
Codington County Emergency Management Director

ATTEST:

Dated this 8th day of December, 2020

Cindy Brugman
Codington County Auditor

2021 COMMUNITY HEALTH NURSING SERVICES CONTRACT

Motion by Johnson, second by Gabel, to authorize the Chairman to sign the contract between the Codington County Commission and the South Dakota Dept. of Health, Community Health Services, for

Codington County, December 8, 2020

community health nursing services, beginning January 1, 2021 and ending December 31, 2021, in the amount of \$14,168.00; all voted aye; motion carried.

HIGHWAY DEPARTMENT MOTOR GRADERS

Highway Supt., Rick Hartley, requested authorization to order and purchase three motor graders as budgeted in 2021. Mr. Hartley noted the three motor graders to be replaced will each receive a guaranteed by back allowance of \$150,000.00 bringing the net cost of two motor graders to \$179,774.80 each and the third motor grader \$184,209.05 net cost. Mr. Hartley noted this equipment will be purchased per bid prices from Sourcewell, a cooperative purchasing agent used by the County in the past. Upon further discussion the Board requested confirmation from the South Dakota Dept. of Legislative regarding compliance with South Dakota law in purchasing equipment from Sourcewell. The Board will address this request during their meeting scheduled for December 15th, 2020.

BURN BAN DISCUSSION

Emergency Management Director, Jamie Torstenson, met with the Board to discuss dry conditions in Codington County. Mr. Torstenson provided the Board with drought monitor information which indicated the fire weather conditions will remain elevated through December 9th, and the area is abnormally dry but is not at the critical level at this time. The Board determined there is not a need for a ban on open burning at this time and will monitor the situation weekly.

COVID-19 PROCEDURES

The Board held a brief discussion on the current COVID-19 practices, procedures, and policies. The Board determined the County's current adopted policies follow CDC guidelines and do not need to be modified at this time.

PERSONNEL CHANGES

Motion by VanDusen, second by Gabel, to approve the following personnel changes: Janet Bevers, Deputy Treasurer, anniversary step increase, step 13/\$24.51 per hour, effective 11/15/2020, and Lisa Feltch, States Attorney Legal Secretary, anniversary step increase, step 7/\$18.64 per hour, effective 12/1/2020; all voted aye; motion carried.

EXECUTIVE SESSION

Motion by VanDusen, second by Watertown, to enter into executive session at 9:51 a.m., per SDCL 1-25-2, for a personnel issue and labor contract negotiations; all voted aye; motion carried. The Board returned to regular session at 10:42 a.m. States Attorney, Rebecca Morlock Reeves and Human Resource Representative, Natalie Remund, were 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 Gabel, second by Johnson, to adjourn at 10:43 a.m., until 9:00 a.m., Tuesday, December 15th, 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 \$ _____

**Project: Rip Rap
4-1, 8-1 Stink Lake**

RIP RAP, FABRIC, INSTALLATION SPECIFICATIONS

The successful bidder shall furnish all equipment, labor, appliances, and where specified, materials. The construction work will be primarily shaping of the shoulders to achieve a slope of 2:1, Installation of drainage fabric, installation of rip rap.

- BID A** Haul Approximately 10,000 tons of Class B Rip Rap for County Road 8-1 Stink Lake.
 Install Approximately 10,000 tons of Class B Rip Rap
 Install Drainage fabric Type B approximately 8,400 linear feet
- BID B** Haul Approximately 1,750 tons of Class B Rip Rap for County Road 4-1.
 Install Approximately 1,750 tons of Class B Rip Rap
 Install Drainage Fabric Type B approximately 2,400 linear feet.

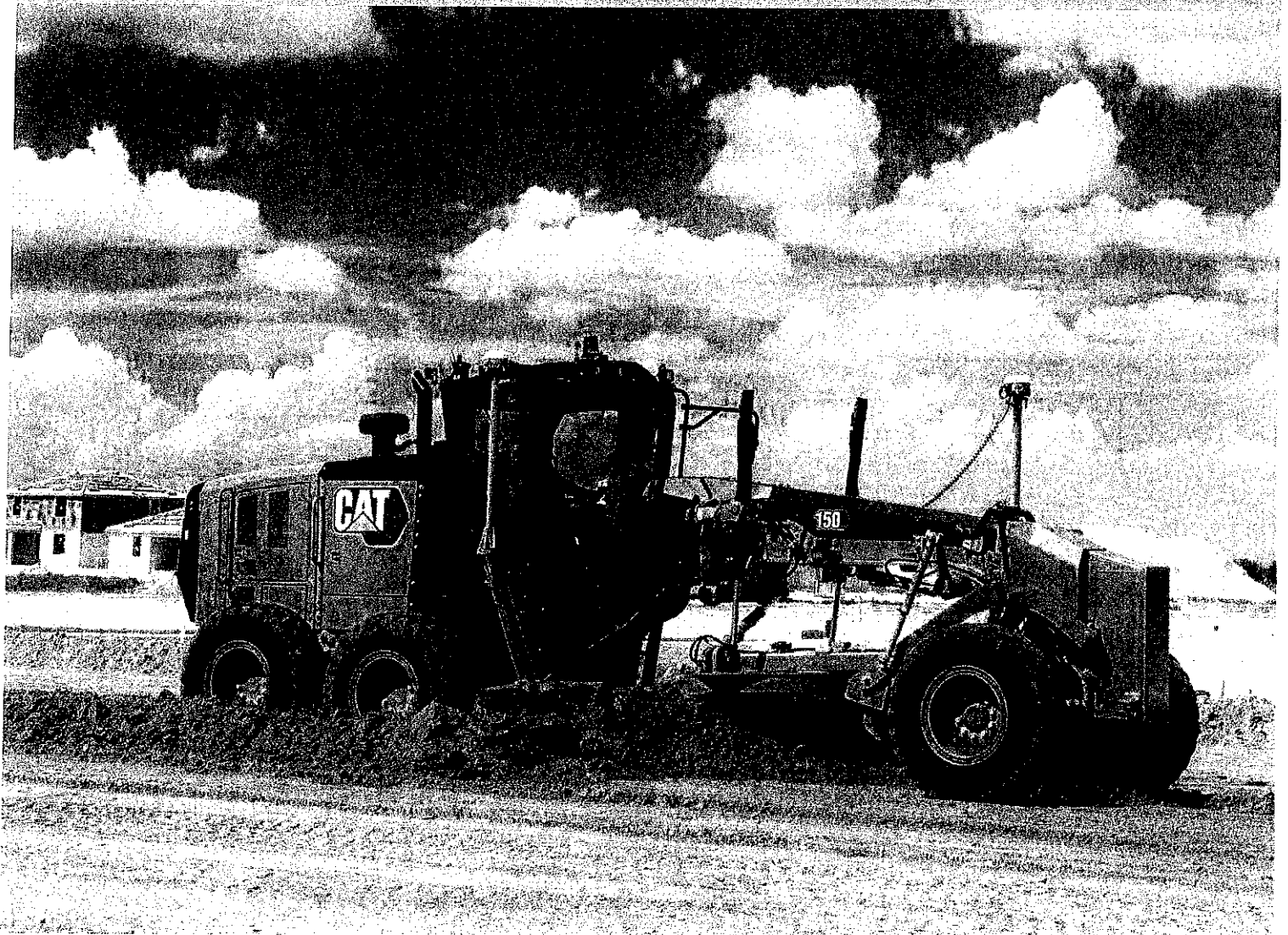
Approximately 10,800 linear feet of Drainage Fabric.

Projects to be completed by February 28, 2021

RIP RAP: Shall be Class B as specified in The South Dakota Department of Transportation's "Standard Specifications for Roads and Bridges", 1998 edition, section 830.1, and shall be placed in a band two feet deep and twelve feet wide on both in slopes, centered on filtration fabric. Center of twelve-foot band shall be at existing water level. Approximate quantity estimated at 12,000 tons. Final payments shall be based on measurements at completion, or scale tickets.

140/150/160

Motor Graders



	140/140 AWD		150/150 AWD		160/160 AWD	
Engine Model	Cat® C9.3		Cat C9.3		Cat C9.3	
Base Power (1st gear) – Net	133 kW	179 hp	149 kW	200 hp	165 kW	221 hp
Base Power (1st gear) – Net (Metric)		181 hp		202 hp		224 hp
VHP Plus Range – Net	133-172 kW	179-231 hp	149-188 kW	200-252 hp	165-203 kW	221-272 hp
VHP Plus Range – Net (Metric)		181-234 hp		202-255 hp		224-276 hp
AWD Range – Net	141-188 kW	189-252 hp	156-203 kW	210-272 hp	172-219 kW	231-293 hp
AWD Range – Net (Metric)		192-255 hp		213-276 hp		234-298 hp
Moldboard – Blade Width	3.7 m	12 ft	3.7 m	12 ft	4.2 m	14 ft
Operating Weight, Typically Equipped	19 344 kg	42,647 lb	19 935 kg	43,950 lb	20 660 kg	45,547 lb
Operating Weight, Typically Equipped AWD	20 236 kg	44,614 lb	20 827 kg	45,917 lb	21 552 kg	47,514 lb



SALES AGREEMENT

DATE Nov 18, 2020

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone: 701-280-3100

PURCHASER	CODINGTON COUNTY			
STREET ADDRESS	1201 10TH ST NW			<SAME>
CITY/STATE	WATERTOWN, SD	COUNTY	CODINGTON	
POSTAL CODE	57201-1053	PHONE NO.	605-882-6271	
CUSTOMER CONTACT:	EQUIPMENT	BRENDA HANTEN - PHONE NO. 605-880-6124		
	PRODUCT SUPPORT	BRENDA HANTEN - PHONE NO. 605-880-6124		
INDUSTRY CODE:	GOVT. - COUNTY (940)	PRINCIPAL WORK CODE		POINT OF POSSESSION AT: sioux falls sd

CUSTOMER NUMBER	C16600	Sales Tax Exemption # (if applicable)	1018-1457-RG	CUSTOMER PO NUMBER	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON INVOICE	<input type="checkbox"/>	CASH	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
				CONTRACT	<input type="checkbox"/>
				LEASE	<input type="checkbox"/>
CASH WITH ORDER		BALANCE TO FINANCE		CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS	
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 150-15AWD	YEAR: TBA	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: M028839	SERIAL NUMBER: TBA	APPROX HOURS: TBA	
150 15A AWD MOTOR GRADER	SNOW ARRANGEMENT	HEATER, ENGINE COOLANT, 120V	
MOLDBOARD, 14' PLUS	TRANSMISSION, AUTOSHIFT	LINE, RIPPER, ADDITIONAL	
COLD WEATHER PLUS PACKAGE AWD	LIGHTS, ARM, FOLD DOWN	LIFT GROUP, FRONT MOUNTING	
LINE, STANDARD W/O ACCUMULATOR	CAMERA, REAR VISION	PRECLEANER, SY-KLONE	
BASE + 5 (WM, WT, DAL, FL, RIP)	MIRRORS, OUTSIDE HEATED 24V	DRAIN, GRAVITY, ENGINE OIL	
STARTER, ELEC, EXTREME DUTY	CONTROLS, PERF BUNDLE, AWD	LIGHTS, ROADING, HALOGEN	
CAB, PLUS (STANDARD GLASS)	CONTROL, AUTO ARTICULATION-FULL	LIGHTS, WORKING, PLUS, HALOGEN	
CAB, PLUS (INTERIOR)	STABLE BLADE	HEADLIGHTS, FRONT, HIGH, HALOGEN	
PRODUCT LINK, CELLULAR PLE742	JOYSTICK CONTROLS, ADVANCED	CIRCLE SAVER	
ARTICULATION GUARD	CROSS SLOPE AUTO, AWD	MOUNT, SNOW WING, FRAME RDY HAL	
LIGHT, LED WARNING STROBE	FENDERS, FRONT, AWD	WING 168/60 BM HYD HGHT ADJ M	
LIGHTS, SERVICE, INTERNAL	FENDERS, REAR	TIRES, 14.0R24 MX XSNO+ * G2 MP	

TRADE-IN EQUIPMENT		SELL PRICE	\$329,774.89
MODEL: 140M - CATERPILLAR (AA)	YEAR: 2014 SN: 0M9J00812	EXT WARRANTY	Included
VALUE: \$150,000.00	PAYOUT TO: AMOUNT: \$ PAID BY:	LESS TRADE ALLOWANCE	(\$150,000.00)
MODEL: YEAR: SN:	PAID BY:	NET TRADE DIFFERENCE	\$179,774.89
MODEL: YEAR: SN:	PAID BY:	BALANCE DUE	\$179,774.89
MODEL: YEAR: SN:	PAID BY:	EXCLUSION OF PRODUCT WARRANTY	

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

1. EXCLUSION OF IMPLIED WARRANTIES: BUTLER MACHINERY COMPANY / NCRL LLC, as Seller, and the above Buyer agree that any IMPLIED WARRANTIES OR MERCHANTABILITY or IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express written warranties applicable hereto, are EXCLUDED from this transaction by BUTLER MACHINERY COMPANY / NCRL LLC AND ANY OF THEIR AFFILIATES and shall not apply to any product sold hereunder.

2. Buyer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against BUTLER MACHINERY COMPANY / NCRL LLC AND ANY OF THEIR AFFILIATES and Manufacturer shall be as contained in any express written warranty applicable hereto, if any. To the extent applicable, Buyer acknowledges that he has received, read, understands and accepts the terms contained therein. The Buyer agrees that no other remedy (including but not limited to claims for LOST PROFITS, INCIDENTAL CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, PUNITIVE, ECONOMIC OR INCIDENTAL LOSS) shall be available to him or any of his successors or assignees.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>The customer acknowledges that he has received a copy of the BUTLER MACHINERY COMPANY / NCRL LLC/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 Months Standard Warranty including 12 Months Mileage. 150-AWD-84 MO/7500 HR PREMIER</p>		<p>When equipment covered by this order is used, BUYER AFFIRMS AND ACKNOWLEDGES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below.</p> <p>Warranty applicable:</p>	

CSA: _____
NOTES: _____

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND

PURCHASER

BY _____ DATE _____
Authorized Signature

TITLE _____

SALESMAN Jon Snedeker
BUTLER MACHINERY COMPANY / NCRL LLC

APPROVED AND ACCEPTED ON _____
CODINGTON COUNTY PURCHASER

BY _____
SIGNATURE BUYER



SALES AGREEMENT

DATE Nov 18, 2020

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone: 701-280-3100

PURCHASER	CODINGTON COUNTY		
STREET ADDRESS	1201 10TH ST NW		<SAME>
CITY/STATE	WATERTOWN, SD	COUNTY	CODINGTON
POSTAL CODE	57201-1053	PHONE NO.	605-882-6271
CUSTOMER CONTACT:	EQUIPMENT	BRENDA HANTEN - PHONE NO. 605-880-6124	
	PRODUCT SUPPORT	BRENDA HANTEN - PHONE NO. 605-880-6124	
INDUSTRY CODE:	GOVT. - COUNTY (940)	PRINCIPAL WORK CODE	POINT OF POSSESSION AT: sioux falls sd

CUSTOMER NUMBER	C16600	Sales Tax Exemption # (if applicable)	1018-1457-RG	CUSTOMER PO NUMBER	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON INVOICE	<input type="checkbox"/>	CASH	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
				CONTRACT	<input type="checkbox"/>
				LEASE	<input type="checkbox"/>
CASH WITH ORDER		BALANCE TO FINANCE		CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS	
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 150-15AWD	YEAR: TBA	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: M028839	SERIAL NUMBER: TBA	APPROX HOURS: TBA	
150 15A AWD MOTOR GRADER	SNOW ARRANGEMENT	HEATER, ENGINE COOLANT, 120V	
MOLDBOARD, 14' PLUS	TRANSMISSION, AUTOSHIFT	LINES, RIPPER, ADDITIONAL	
COLD WEATHER PLUS PACKAGE AWD	LIGHTS, ARM, FOLD DOWN	LIFT GROUP, FRONT MOUNTING	
LINES, STANDARD W/O ACCUMULATOR	CAMERA, REAR VISION	PRECLEANER, SY-KLONE	
BASE + 5 (WM, WT, DAL, FL, RIP)	MIRRORS, OUTSIDE HEATED 24V	DRAIN, GRAVITY, ENGINE OIL	
STARTER, ELEC, EXTREME DUTY	CONTROLS, PERF BUNDLE, AWD	LIGHTS, ROADING, HALOGEN	
CAB, PLUS (STANDARD GLASS)	CONTROL, AUTO ARTICULATION-FULL	LIGHTS, WORKING, PLUS, HALOGEN	
CAB, PLUS (INTERIOR)	STABLE BLADE	HEADLIGHTS, FRONT, HIGH, HALOGEN	
PRODUCT LINK, CELLULAR PLE742	JOYSTICK CONTROLS, ADVANCED	CIRCLE SAVER	
ARTICULATION GUARD	CROSS SLOPE AUTO, AWD	MOUNT, SNOW WING, FRAME RDY HAL	
LIGHT, LED WARNING STROBE	FENDERS, FRONT, AWD	WING 168/60 BM HYD HGHT ADJ M	
LIGHTS, SERVICE, INTERNAL	FENDERS, REAR	TIRES, 14.0R24 MX XSNO+ * G2 MP	

TRADE-IN EQUIPMENT				SELL PRICE	
MODEL: 140M - CATERPILLAR(AA)	YEAR: 2014	SN: QMSJ00812		\$329,774.89	
VALUE: \$150,000.00	PAYOUT TO:	AMOUNT:	PAID BY:	EXT WARRANTY	Included
MODEL:	YEAR:	SN:		LESS TRADE ALLOWANCE	(\$150,000.00)
VALUE:	PAYOUT TO:	AMOUNT:	PAID BY:	NET TRADE DIFFERENCE	\$179,774.89
MODEL:	YEAR:	SN:		BALANCE DUE	(\$179,774.89)
VALUE:	PAYOUT TO:	AMOUNT:	PAID BY:	EXCLUSION OF PRODUCT WARRANTY	

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

EXCLUSION OF PRODUCT WARRANTY
 1. EXCLUSION OF IMPLIED WARRANTIES: BUTLER MACHINERY COMPANY / NCRL LLC, as Seller, and the above Buyer agree that any IMPLIED WARRANTIES OR MERCHANTABILITY OR IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express written warranties applicable hereto, are EXCLUDED from this transaction by BUTLER MACHINERY COMPANY / NCRL LLC AND ANY OF THEIR AFFILIATES and shall not apply to any product sold hereunder.
 2. Buyer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against BUTLER MACHINERY COMPANY / NCRL LLC AND ANY OF THEIR AFFILIATES and Manufacturer shall be as contained in any express written warranty applicable hereto, if any. To the extent applicable, Buyer acknowledges that he has received, read, understands and accepts the terms contained therein. The Buyer agrees that no other remedy (including but not limited to claims for LOST PROFITS, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, PUNITIVE, ECONOMIC OR INCIDENTAL LOSS) shall be available to him or any of his successors or assigns.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
The customer acknowledges that he has received a copy of the BUTLER MACHINERY COMPANY / NCRL LLC/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 Months Standard Warranty including 12 Months Mileage. 150-AWD-84 MO/7500 HR PREMIER		When equipment covered by this order is used, BUYER AFFIRMS AND ACKNOWLEDGES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below. Warranty applicable:	
CSA:			
NOTES:			

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND

PURCHASER

BY _____ DATE _____
 Authorized Signature

TITLE _____

SALESMAN Jon Snedeker
 BUTLER MACHINERY COMPANY / NCRL LLC

APPROVED AND ACCEPTED ON _____
 CODINGTON COUNTY

BY _____ PURCHASER

TITLE _____ BUYER



SALES AGREEMENT

DATE Nov 18, 2020

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone: 701-280-3100

PURCHASER	CODINGTON COUNTY			
STREET ADDRESS	1201 10TH ST NW			<SAME>
CITY/STATE	WATERTOWN, SD	COUNTY	CODINGTON	
POSTAL CODE	57201-1053	PHONE NO.	605-882-6271	
CUSTOMER CONTACT:	EQUIPMENT	BRENDA HANTEN - PHONE NO. 605-880-6124		
	PRODUCT SUPPORT	BRENDA HANTEN - PHONE NO. 605-880-6124		
INDUSTRY CODE:	GOVT. - COUNTY (940)	PRINCIPAL WORK CODE		POINT OF POSSESSION AT: sioux falls sd

CUSTOMER NUMBER	C16600	Sales Tax Exemption # (if applicable)	1018-1457-RG	CUSTOMER PO NUMBER	
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON INVOICE	<input type="checkbox"/>	CASH	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
				CONTRACT	<input type="checkbox"/>
				LEASE	<input type="checkbox"/>
CASH WITH ORDER		BALANCE TO FINANCE		CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS	
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
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STOCK NUMBER: M028839	SERIAL NUMBER: TBA	APPROX HOURS: TBA	
150 15A AWD MOTOR GRADER	LIGHTS, SERVICE, INTERNAL	FENDERS, REAR	
MOLDBOARD, 14' PLUS	SNOW ARRANGEMENT	HEATER, ENGINE COOLANT, 120V	
COLD WEATHER PLUS PACKAGE AWD	TRANSMISSION, AUTOSHIFT	LIFT GROUP, FRONT MOUNTING	
BASE + 5 (WM, WT, DAL, PL, RIP)	LIGHTS, ARM, FOLD DOWN	LIGHTS, ROADING, HALOGEN	
STARTER, ELEC, EXTREME DUTY	CAMERA, REAR VISION	LIGHTS, WORKING, PLUS, HALOGEN	
CAB, PLUS (STANDARD GLASS)	MIRRORS, OUTSIDE HEATED 24V	HEADLIGHTS, FRONT, HIGH, HALOGEN	
CAB, PLUS (INTERIOR)	CONTROLS, PERF BUNDLE, AWD	CIRCLE SAVER	
PRODUCT LINK, CELLULAR PLE742	CONTROL, AUTO ARTICULATION-FULL	ANTIFREEZE WINDSHIELD WASHER	
ARTICULATION GUARD	STABLE BLADE	MOUNT, SNOW WING, FRAME RDY HAL	
COOLANT, 50/50, -35C (-31F)	JOYSTICK CONTROLS, ADVANCED	LIFT GROUP, MANUAL 1.5"	
LANGUAGE, ENGLISH	CROSS SLOPE AUTO, AWD	WING 168/60 BM HYD HGHT ADJ M	
LIGHT, LED WARNING STROBE	FENDERS, FRONT, AWD	TIRES, 14.0R24 MX XSNO+ * G2 MP	

TRADE-IN EQUIPMENT		SELL PRICE	\$334,209.05
MODEL: 140M - CATERPILLAR(AA)	YEAR: 2014 SN: 0M2J00812	EXT WARRANTY	Included
VALUE: \$150,000.00 PAYOUT TO:	AMOUNT: \$ PAID BY:	LESS TRADE ALLOWANCE	(\$150,000.00)
MODEL:	YEAR: SN:	NET TRADE DIFFERENCE	\$184,209.05
VALUE: PAYOUT TO:	AMOUNT: PAID BY:	BALANCE DUE	\$184,209.05
MODEL:	YEAR: SN:	EXCLUSION OF PRODUCT WARRANTY	
VALUE: PAYOUT TO:	AMOUNT: PAID BY:	1. EXCLUSION OF IMPLIED WARRANTIES: BUTLER MACHINERY COMPANY / NCRL LLC, as Seller, and the above Buyer agree that any IMPLIED WARRANTIES OR MERCHANTABILITY OR IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express written warranties applicable hereto, are EXCLUDED from this transaction by BUTLER MACHINERY COMPANY / NCRL LLC AND ANY OF THEIR AFFILIATES and shall not apply to any product sold hereunder.	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			

1. EXCLUSION OF IMPLIED WARRANTIES: BUTLER MACHINERY COMPANY / NCRL LLC, as Seller, and the above Buyer agree that any IMPLIED WARRANTIES OR MERCHANTABILITY OR IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express written warranties applicable hereto, are EXCLUDED from this transaction by BUTLER MACHINERY COMPANY / NCRL LLC AND ANY OF THEIR AFFILIATES and shall not apply to any product sold hereunder.

2. Buyer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against BUTLER MACHINERY COMPANY / NCRL LLC AND ANY OF THEIR AFFILIATES and Manufacturer shall be as contained in any express written warranty applicable hereto, if any. To the extent applicable, Buyer acknowledges that he has received, read, understands and accepts the terms contained therein. The Buyer agrees that no other remedy (including but not limited to claims for LOST PROFITS, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER or INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, PUNITIVE, ECONOMIC OR INCIDENTAL LOSS) shall be available to him or any of his successors or assignees.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>The customer acknowledges that he has received a copy of the BUTLER MACHINERY COMPANY / NCRL LLC/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 Months Standard Warranty including 12 Months Mileage. 150-AWD-84 MO/7500 HR PREMIER</p>		<p>When equipment covered by this order is used, BUYER AFFIRMS AND ACKNOWLEDGES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below. Warranty applicable:</p>	

CSA:
NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND

PURCHASER

BY _____ DATE _____
Authorized Signature

TITLE _____

SALESMAN Jon Snedeker
BUTLER MACHINERY COMPANY / NCRL LLC

APPROVED AND ACCEPTED ON _____
CODINGTON COUNTY

BY _____ PURCHASER

TITLE _____ SIGNATURE

BUYER

CONTRACT FOR E-911 SERVICE

WHEREAS, Codington County, South Dakota (“Codington County”), recognizes the need for efficient and consolidated E-911 service and for specific Public Safety Answering Point (PSAP) service; and

WHEREAS, Codington County desires to obtain said service through the E-911 and PSAP system operated by the City of Watertown, South Dakota (“City of Watertown”), by and through its Police Department (the “Watertown Police Department”); and

WHEREAS, SDCL 1-24-8 authorizes the City of Watertown and Codington County to enter a contract for the provision of such service; and

WHEREAS, the City of Watertown agrees with Codington County to provide E-911 and PSAP service to the citizens and persons within Codington County, for and on behalf of Codington County, on the following considerations stated herein, it is AGREED by and between the City of Watertown and Codington County, as follows:

1. **TERM OF CONTRACT.** This contract shall run for a term commencing on January 1, 2021 and ending at midnight on December 31, 2022, provided, however, that the commencement and continuation of service to be provided by the City during such term shall be in conformance with the hereafter provided terms and provisions.
2. **FEE FOR SERVICE.** In consideration for the services to be provided by the Watertown Police Department, Codington County agrees to pay to the City of Watertown monthly payments due within ten (10) business days of receipt of funds from the South Dakota Department of Public Safety each month of this agreement. The amount to be paid during each month of this agreement will be based upon a percentage of the revenues received by Codington County from the E-911 telephone surcharge distributed by the South Dakota Department of Public Safety.
 - 2021- 100% of actual surcharge revenue received each month
 - 2022- 100% of actual surcharge revenue received each month

If at any time during the life of this agreement the South Dakota Legislature alters state law in such a way that allows Codington County to levy a higher E-911 telephone surcharge than the present \$.1.25 per line, the payments due under this contract will be renegotiated; but under no circumstance will such renegotiation result in the City of Watertown receiving less than 95% of the E-911 telephone surcharge distributed to Codington County.

Payments shall be delivered by the due date to the City of Watertown Finance Office, P.O. Box 910, Watertown, SD, 57201.

The parties acknowledge that the charge is not based on the number of telephone service lines in Codington County or on the number of persons within Codington County actually receiving E-911 service.

3. CODINGTON COUNTY REPONSIBILITIES. As a condition of the agreement of the City of Watertown to provide the E-911 and PSAP service as contemplated by this agreement, Codington County shall:
 - A. Provide at its sole expense all requisite telephone and radio links and connections to the Watertown Police Department. Failure of Codington County to accomplish the foregoing to the satisfaction of the Watertown Police Department shall excuse the City of Watertown and the Watertown Police Department from its duty to provide such service according to the terms of this agreement.
 - B. Provide to the City of Watertown, a continuously current list of contact pager numbers or telephone numbers to the public safety and/or emergency service contact points or persons within Codington County, who shall be notified by the City of Watertown upon receipt by the Watertown Police Department of an E-911 call from within Codington County. The list of contact numbers shall be in writing, with the list certified to as true and correct by such Codington County official as the commissioners of Codington County shall designate to so certify such list on behalf of Codington County. Codington County shall notify the City of Watertown of any pending change or modification to the list of emergency service contact numbers in advance of the effective date and time of such change or modification, at least three (3) working days prior to the effective date and time of such change or modification. The notice of change or modification of emergency service contact number shall be in writing, and shall specify the exact effective date and time of the pending change, and shall be certified to the City of Watertown in the same manner as above provided. The City of Watertown shall be entitled to rely on the list of emergency service contact numbers as shall be provided to the City by Codington County. The City of Watertown shall have no responsibility for the correctness and accuracy of the list of contact numbers provided to the City by Codington County. Codington County shall recertify the current accuracy and correctness of the list of contact numbers annually. The certified list of contact numbers and any and all changes, updates, shall be provided to the Chief of Police of the City of Watertown at the address and/or fax number provided in paragraph 6, hereto, and to such other person within the Watertown Police Department as the Chief may designate for that purpose. The City of Watertown shall acknowledge receipt, in writing by mail or fax, of all such notices of Codington County in respect to the public safety and emergency service agency contract telephone number list. No notice from Codington County to the City of Watertown in respect to the emergency service contact telephone number list shall be deemed received by the City of Watertown until and unless

Codington County shall have received from the City of Watertown the acknowledgment of receipt of the same, as provided herein.

C. Remit the surcharges as herein provided.

4. SERVICES TO BE PROVIDED BY CITY OF WATERTOWN. The City of Watertown, through its Police Department, shall:

A. Provide telephone, radio, recording, and computer equipment necessary for E-911 telephone connection completion at the location of the Watertown Police Department in the City of Watertown, South Dakota.

B. Provide monthly activity reports relevant to Codington County as shall be deemed appropriate by the City of Watertown, Chief of Police.

C. The City of Watertown, at the Watertown Police Department, will answer all incoming E-911 calls coming in to the Watertown Police Department from Codington County, and will:

(1). Relay notification of request for emergency services and/or other applicable information received by E-911 call from within Codington County to the appropriate Codington County public safety and/or emergency service agency, by means of radio, pager system, or a current 7 digit emergency telephone number of the public safety contact agency, as shall be appropriate to the individual circumstance, according to the certified list of contact numbers provided by Codington County. The parties agree that in any case, notification to the Codington County Sheriff or any Codington County deputy sheriff shall constitute completed relay of notice and information under this agreement.

(2). Acknowledge receipt of such relayed request for emergency services and/or applicable information from the responding units of the appropriate public safety agency. The City of Watertown and/or the Watertown Police Department shall be obligated to provide support services beyond notification and receipt or acknowledgment of notification to include NCIC, NLETS, status of units, or any other legitimate law enforcement purpose in support during and through completion of the 911 event.

5. GENERAL PROVISIONS.

A. The City of Watertown will not have operational control or authority over any Codington County public safety agency, their agents, officers, employees or volunteers or emergency service units for support services.

- B. Security or fire alarm terminations or notifications at Watertown Police Department will not be permitted or accepted via 911- telephone service connection.
- C. Codington County agrees that it shall indemnify and hold harmless the City of Watertown including its agents, representatives, and employees, from and against all claims, damages, losses and expenses resulting from any negligent act or omission of Codington County's agents, representatives or employees, and from any discontinuation of service due to circumstances beyond the City of Watertown's control.
- D. Nothing contained herein shall prevent or inhibit the Watertown Police Department and Codington County, and/or any public safety or emergency Service agency within Codington County, from establishing any standard operating procedure consistent with this agreement, for carrying out the operations to be conducted pursuant to this agreement.
- E. The City of Watertown shall not be responsible under this agreement for providing any emergency service within Codington County. No provision of this agreement shall be interpreted so as to impose any responsibility upon the City of Watertown for providing any emergency service within Codington County. This provision shall not prevent the City of Watertown or any of its public safety or emergency service agency from providing emergency assistance to Codington County or any agency or governmental subdivision within Codington County, to the same effect as such emergency assistance may be provided outside of this agreement.
- F. Codington County agrees that this contract only provides for E-911 service. It agrees that upon request of the City of Watertown, it shall provide to all of the addressed properties within its boundaries written explanation of the limited service options available.

6. OFFICIAL NOTICES.

- A. All official written notices required to be provided by the City of Watertown to Codington County shall be given to the following person (s) at the following address (es) or fax site (s):

TELEPHONE NO. _____

FACSIMILE NO. _____

And

TELEPHONE NO. _____

FACSIMILE NO. _____

- B. All official written notices required to be provided by Codington County to the City of Watertown shall be given to the following person (s) at the following address (es) or fax site (s):

Lee McPeck
Chief of Police
Watertown Police Department
128 N Maple
Watertown, SD 57201-3653
(605) 882-5255 Phone
(605) 882-6216 Fax

AND

Tim Toomey
Assistant Chief of Police
Watertown Police Department
128 N Maple
Watertown, SD 57201-3653
(605) 882-5239 Phone
(605) 882-6216 Fax

- C. The person and address to which any such notice is required to be given may be changed by either party, by giving written notice to the other party of such change, as provided herein.
7. **AMENDMENT TO CONTRACT.** This contract may only be amended upon authorization of the respective governing bodies of the each of the parties hereto as provided by law.
8. **TERMINATION.** Either party may terminate this agreement upon six (6) months prior written notice of the intent to terminate. In the event of such termination, Codington County shall be obligated to pay the City of Watertown all charges, which shall accrue under this contract to the termination date. Should Codington County default in the payment of the charges payable to the City of Watertown as herein provided, then the City of Watertown may discontinue service and terminate this agreement; provided however that service shall not be terminated unless the City of Watertown shall first give notice of such default to Codington County, and Codington County shall not have cured such default within 30 days of such notice. Termination of service by the City of Watertown in the event any such default is not timely cured shall not operate as a waiver or release of Codington County from any claims the City of Watertown may have against Codington County for breach of contract, or for any other resultant cause of action.
9. **CONTRACT BETWEEN GOVERNMENT ENTITIES.** Nothing herein shall be deemed to extend any governmental or proprietary responsibilities of the City of Watertown to any person who may be affected by the performance or non-

performance by the City of Watertown under this agreement. This agreement is solely between the respective governing entities of the City of Watertown and Codington County, as is authorized and provided by law. The obligations and duties of the City of Watertown hereunder are solely contractual with Codington County.

10. IMMUNITIES. The City of Watertown expressly reserves all immunities and defenses available to it and/or its agents, representatives, and employees. The City of Watertown does not waive any defense or immunities otherwise available by entering into this agreement.
11. FORCE MAJEURE. The term force majeure as employed in this contract will mean any event that prevents the ongoing use and operation of the E-911 service described herein, including acts of God, strikes, lockouts, acts of terrorism, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the party claiming force majeure and which by the exercise of due diligence such party could not have prevented or is unable to overcome.

A force majeure shall give rise to a termination of this Contract without any penalty or liability therefore.

This agreement is approved and authorized by the respective governing bodies of the parties hereto in conformance with SDCL 1-24-8.

Codington County:

Codington County Commission
Chairperson

Attest:

Codington County Auditor

City of Watertown:

Chief of Police

Mayor

Attest:

Watertown Finance Officer

Date of Contract Signing _____

12/08/2020

MISCELLANEOUS RECEIPT # 170542

CODINGTON COUNTY TREASURER
14 FIRST AVENUE S.E.
WATERTOWN, SD 57201
(605) 882-6285

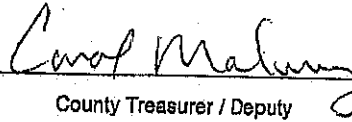
STATE OF SOUTH DAKOTA
SEPTEMBER CONTRACT
20 0900 228
PO 20SC090325
EMERGENCY MANAGEMENT POD

TOTAL: 2,250.00

Chk/Cash: ACH PAYMENT

Receipt for: POINT OF DISPENSING DEV GRANT

Account #	Account Description	Line Amount
226 - 0 - 331.99	EMG MGMT POD GRANT CFDA 93.069	2,250.00


County Treasurer / Deputy

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME Allison Forbush		DATE 12/3/2020
EFFECTIVE DATE 12/15/2020	POSITION TITLE Appraiser II	DEPARTMENT Director of Equalization
CURRENT STEP 10	NEW STEP 11	
CURRENT PAY RATE \$22.63	NEW PAY RATE \$22.95	
REASONS FOR CHANGE Anniversary Step Increase		
FILED DEC - 7 2020		
CODINGTON COUNTY AUDITOR		

EMPLOYEE SIGNATURE Allison Forbush

DEPARTMENT HEAD SIGNATURE Shauna Cristat

DATE 12-3-2020

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 Melissa Sears		DATE 12/3/2020
EFFECTIVE DATE 12/15/2020	POSITION TITLE Appraiser II	DEPARTMENT Director of Equalization
CURRENT STEP 10	NEW STEP 11	
CURRENT PAY RATE \$22.53	NEW PAY RATE \$22.85	
REASONS FOR CHANGE Anniversary Step Increase		FILED DEC - 7 2020 CODINGTON COUNTY AUDITOR

EMPLOYEE SIGNATURE 

DEPARTMENT HEAD SIGNATURE 

DATE 12-3-2020

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 Heidi Selchert		DATE 12/7/2020
EFFECTIVE DATE 12/15/2020	POSITION TITLE Appraiser II	DEPARTMENT Director of Equalization
CURRENT STEP 11	NEW STEP 12	
CURRENT PAY RATE \$22.85	NEW PAY RATE \$23.21	
REASONS FOR CHANGE Anniversary Step Increase		

EMPLOYEE SIGNATURE Heidi Selchert

DEPARTMENT HEAD SIGNATURE Stacy Curtis

DATE 12-7-2020

COUNTY COMMISSIONERS _____

DATE _____

FILED

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

DEC 11 2020



South Dakota Association of
County
Commissioners

December 4, 2020

Codington County
14 First Avenue SE
Watertown, South Dakota 57201

Dear Codington County Commissioners:

I am writing to update you on the Joint Appropriations Committee's intent to provide relief to conservation districts who suffered financial loss as a result of COVID-19. The pandemic impacted conservation districts' ability to conduct their enterprise operations such as selling trees and grass seed. They may have also incurred additional office costs when the federal office buildings closed and they were forced to move to other locations.

We have worked with the SD Association of Conservation Districts to survey the conservation districts on their financial losses. Applications submitted by conservation districts for eligible costs reimbursement totaled about \$110,000. The Joint Appropriations Committee felt the amount was not large enough to warrant a separate program. Therefore, the Committee indicates they intend to provide the applicable counties with CARES Act funds to forward to the conservation district. Your county budget will not be affected.

We will continue to keep you informed as this program progresses. Please contact me if you have any questions.

Sincerely,



Bob Wilcox, executive director

FILED

DEC - 9 2020

CODINGTON COUNTY AUDITOR