

**AGENDA**  
**Codington County Board of Commissioners**  
**Codington County Courthouse, 14 1<sup>st</sup> Ave SE, Watertown SD**  
**Commission Chambers, Room #114**  
**9:00 a.m., Tuesday, April 6, 2021**

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 April 6, 2021 agenda
5. Action to approve the minutes of March 23, 2021
6. Introduction of new employees
7. Monthly reports
  - a. Extension
  - b. Veterans Service Officer
8. Action on an annual request from Lutheran Church of our Redeemer to hold worship services at Memorial Park
9. Action to approve abatement applications
  - a. Record #560, Elmira Township, property owners qualify for assessment program, 1531.76
  - b. Record #6637, City of Watertown, property owner qualifies for assessment program, 392.96
10. Action to approve a plat resolution of the Lane Addition, located in Henry Township
11. Discussion/possible action to pass a resolution to enact a ban on open burning
12. Action to approve a letter of contract with Banner Associates for engineering services for Codington County haul road restoration within the NextEra, Crowned Ridge wind development project
13. Action/possible discussion on COVID-19 practices, procedures, policy
14. Action to approve claims for payment – salary claims
15. Action to approve automatic budget supplements
16. Action to approve personnel changes
17. Action to approve travel requests
18. Public Notices – a possible quorum of Commissioners could be in attendance at:
19. Old Business
20. New Business
21. Open
  - a. Public Comments
  - b. Commission Comments

**22. Action to enter into Executive session per SDCL 1-25-2**

- (1) Discussion of personnel issues**
- (2) Consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters**
- (3) Preparing for contract negotiations with employees or employee's representatives**
- (4) Discussing information listed in SDCL 1-27-1.5 (8) and 1-27-1.5 (17) (safety or disaster)**

**23. Action to adjourn until 9:00 a.m., Tuesday, April 13, 2021; 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 1<sup>st</sup> Ave SE**

March 23, 2021

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, March 23, 2021, at the Codington County Courthouse. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair, Brenda Hanten, presiding. Emergency Management Director, Jamie Torstenson, led 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 Waterman, to approve the March 23, 2021 agenda as posted; all voted aye; motion carried.

**MINUTES APPROVED**

Motion by Johnson, second by Gabel, to approve the minutes of March 16, 2021; all voted aye; motion carried.

**MONTHLY REPORTS**

**Emergency Management Director, Jamie Torstenson**, updated the Board: D0 drought conditions persist in the area, weather spotter training will be offered online, state wide weather awareness week is April 20-24, classes and meetings continue to be held, COVID numbers continue to be monitored, approximately 6900 1<sup>st</sup> and 2<sup>nd</sup> dose vaccinations for COVID have been administered in the County, essential workers are now eligible for the COVID vaccine, Prairie Lakes Hospital has an upcoming mass vaccination event scheduled for March 25<sup>th</sup> at the Extension Center Complex, additional vaccination events are scheduled for the foreseeable future. **Sheriff, Brad Howell**, provided the Board with the following statistics, compiled for the month of February 2021, for the Detention Center and Sheriff's Office: fees collected in the amount of \$4,220.02 were retained by the County; 486 cases/calls for service; 7 accident reports completed; 86 warrants served; 188 sets of civil papers served; 3,780 transport miles; average daily inmate population 44.43 (high of 58 and low of 37); 24 individuals wearing SCRAM (security continuous remote alcohol monitor) bracelets; 45 individuals testing daily for PBT'S; 57 individuals reporting twice weekly for UA Drug testing; 5 individuals using sweat patches; 210 bookings; \$12,650.00 collected in fees for out of county prisoner contracts; \$0.00 collected in work release fees due to a temporary suspension of the program; \$6,558.50 collected in fees for the 24/7 program; and \$2,611.00 collected for SCRAM fees.

**POD EVENTS**

The Board held a discussion with Emergency Management Director, Jamie Torstenson, regarding the possibility of providing supplies for mass vaccination events in the County. The Emergency Management Director will keep the Board apprised of the situation as events unfold.

**DETENTION CENTER CAMERA REPLACEMENT PROJECT PHASE 2**

Motion by VanDusen, second by Waterman, to approve the 2<sup>nd</sup> phase of a project to upgrade camera equipment in the Detention Center. Sheriff, Brad Howell, and Chief Correctional Officer, Matt Blackwelder, presented the Board with a proposal in the amount of \$39,971.70 from Integrated

Technology & Security, to complete this phase of the budgeted project. Upon vote of the Board; all voted aye; motion carried.

**MEMORIAL PARK SURPLUS MOWER EQUIPMENT**

Motion by Johnson, second by Gabel, to declare GEN030124, a 260" Gravely mower, purchased in 2014, surplus to be traded in on a new mower; all voted aye; motion carried.

**MEMORIAL PARK BATH HOUSE ROOFING PROJECT**

Motion by Johnson, second by Gabel, to approve a budgeted project to re-roof the upper bath house at Memorial Park. Facilities Manager, Steve Molengraaf, provided the Board with a cost estimate in the amount of \$4,471.98, from RJC Construction for this project. Upon vote of the Board; all voted aye; motion carried.

**DELTA DENTAL INSURANCE PREMIUM RENEWAL**

The Board noted correspondence regarding the County's renewal premiums for insurance with Delta Dental of South Dakota. The County's renewal premiums will remain the same for the third year in a row. Motion by Johnson, second by Gabel, to approve the following rates and cost share for employee dental insurance coverage for the time period beginning June 1, 2021 through May 31, 2022, upon vote of the Board, all voted aye; motion carried:

- Single coverage premium: \$42.50 – paid by the County
- Two party coverage premium: \$76.52 – County share \$38.26 Employee share \$38.26
- Family coverage premium: \$111.40 – County share \$55.70, Employee share \$55.70

**ABATEMENT APPLICATIONS**

Motion by VanDusen, second by Gabel to approve the following abatement applications; all voted aye; motion carried.

<u>RECORD #</u>	<u>AMOUNT ABATED</u>
695	\$1,582.84
5506	\$1,751.76
9042	\$1,331.60

**NEXT MEETING DATE**

The Board noted they will not meet on Tuesday, March 30, 2021. The Board's next meeting is scheduled for Tuesday, April 6<sup>th</sup>, 2021.

**CLAIMS**

Motion by VanDusen, second by Gabel, to approve the following claims; all voted aye; motion carried: Visa – Great Western Bank 614.97 sup, Visa – Reliabank 460.70 sup, Visa – Reliabank 1757.73 sup/trav.

**PERSONNEL CHANGES**

Motion by Gabel, second by VanDusen, to approve the following personnel changes; all voted aye; motion carried: Cecelia Carlson, Treasurer Clerk new hire, step 4/\$17.26 per hour, effective 4/1/2021; Raistlan Tschetter, Correctional Officer new hire, step 1/\$18.54 per hour, effective 3/15/2021; Ryan Elliot, Deputy Sheriff new hire (cops grant), step 1/\$21.93 per hour, effective 4/1/2021; and Chandler Flowers, Correctional Officer new hire, step 1/\$18.44 per hour, effective 4/1/2021.

**TRAVEL REQUESTS**

Motion by Johnson, second by Gabel, to approve a travel request for the Welfare Director to travel to various counties for training and best practices observation; all voted aye; motion carried.

**ADJOURNMENT**

There being no further business to come before the Board a motion was made by Johnson, second by Gabel, to adjourn at 9:42 a.m., until 9:00 a.m., Tuesday, April 6, 2021; all voted aye; motion carried.

ATTEST:

\_\_\_\_\_  
Cindy Brugman  
Codington County Auditor

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

Published once at the total approximate cost of \$\_\_\_\_\_

**Current: 6 APR 21 - Codrington County Veterans Service Office – Todd Rose**

**Watertown CBOC is delivering the one dose vaccine by appointment and have also held their second one day vaccine clinic for the two-dose option in March.**

**Have everything in place to access the VBMS, VA secure software system. Now I just need some additional training using system.**

**3 transports with the DAV vehicle in MAR, nothing currently scheduled for April. We currently have 10 qualified drivers with 2 in the process of certification.**

**We submitted the county's funds to the State Dept of DAV for the new Ford van. The county's portion was \$12,119, which was reduced by \$2000 due to State Dept of DAV donating an additional \$2000. We also received a total of \$4300 in donations from the VVA 1054, VFW, American Legion and VVA 1121. Final cost to the county was \$7819.**

**Secured a new phone and computer monitor for our office.**

**Future:**

**Still need to contact neighboring counties to see if they might be interested in our current DAV vehicle and what the process would be if they would want it.**

**Continue to work on a standard briefing to use when briefing local organizations or community group.**

**Plan public relations event upon arrival of new DAV van.**

**American Legion is making plans for upcoming Memorial Day event.**

**Any questions or concerns?**

## Cindy Brugman

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**From:** Robbyn Given  
**Sent:** Tuesday, March 23, 2021 5:51 PM  
**To:** Cindy Brugman  
**Subject:** [EXT] Summer Worship at Memorial Park

Sent to Cindy Brugman ([cbrugman@codington.org](mailto:cbrugman@codington.org)) on March 23, 2021

Cindy,

Would you please add this item to the Codington County Commission agenda?

**Lutheran Church of Our Redeemer would again like to request permission from the Codington County Commissioners to hold worship services in the picnic area of Memorial Park on Sundays from the week before Memorial Weekend, May 23<sup>rd</sup> through one week after Labor Day weekend, September 12<sup>th</sup>, 2021. The worship services begin at 9 a.m. and conclude following (pandemic permitting) a coffee time, approximately around 10:30 a.m.**

**We would like to again thank the commission for working with us to provide worship in this beautiful setting for campers and our congregation, alike. We will continue to do our best to guide parking in the picnic area and keep the vehicles traveling at the appropriate speed. We will also continue to work to pick up after ourselves and do what we can to keep the garbage in the garbage cans.**

Please let me know if you have any questions or need further information. Thank you for bringing this to the commissioners' attention.

**Godspeed,  
Robbyn**

Robbyn Givens  
Worship & Music Coordinator  
Lutheran Church of Our Redeemer  
2001 2nd St. NW  
Watertown, SD 57201-7251  
Phone: 605.886.2696, ext. 206  
Fax: 605.886.3362



Banner Associates, Inc.  
803 South Dakota St  
Milbank, SD 57252  
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March 30, 2021

Rick Hartley  
Codington County Highway Superintendent  
1201 10<sup>th</sup> St. NW  
Watertown, SD 57201

Re: Letter of Contract - Engineering Services for:  
Codington County Haul Road Restoration – NextEra, Crowned Ridge Wind Development  
F:\Proposals\FY 2021 Letter-Contract Proposals\49 March - Codington Co Haul Road Repairs NextEra (Crowned Ridge)\2021-03-23 Banner Letter of Contract  
Codington Co Haul Road Restoration - Crowned Ridge Project.docx

Dear Mr. Hartley:

Banner Associates, Inc. (“Banner”) is pleased to submit this Letter of Contract for Engineering Services for haul road restoration within the Crowned Ridge wind development project.

Engineering Scope of Services:

All Engineering Services below are for 59.5 miles of county roads (37.0 miles of asphalt and 22.5 miles of gravel). See Exhibit A.

Design & Bid Letting Phase:

1. Construction plans for 37.0 miles of asphalt restoration (title sheet with map, quantities, typical section, material rates, quantity tables, notes, traffic control, plan sheets and striping).
2. Construction plans for 22.5 miles of gravel restoration (title sheet with map, quantities, typical section, material rates, quantity tables, notes, traffic control, and plan sheets).
3. Construction plans for miscellaneous restoration (signs and ditches).
4. Project manual (specifications, bid documents, agreement, bonds, general conditions, and supplementary conditions).
5. Bid letting (advertisement, solicit bidders, distribute plans & project manual, issue addendums if required, attend bid opening and tabulate bid results).
6. Meetings and coordination with County and NextEra.

Construction Phase:

1. Facilitate pre-construction meeting.
2. Administration of the contract for construction.
3. Perform part-time field observation of construction processes.
4. Perform testing in general conformance with the plans and specifications.
5. Meetings and coordination with County, Contractor, and NextEra.





Exclusions:

Based on our understanding of the project, the following items are excluded from our Scope of Services:

- Authority to close a county road or stop construction.
- Full-time field observation during construction.
- Controlling the Contactor's work during construction.
- Construction staking (elevation stakes, blue topping, etc.)

Client (County) Obligations:

- Enter into a construction contract with a Contractor.
- Enforce the legal requirement of NextEra Energy Resources, LLC (Crowned Ridge Wind, LLC & Crowned Ridge Wing II, LLC) to restore the county roads as specified in the *Final Evaluation of Designated Roads* report.
- Enforce the legal requirement of NextEra Energy Resources, LLC (Crowned Ridge Wind, LLC & Crowned Ridge Wing II, LLC) to pay for all costs associated with the restoration of the county roads.

Engineering Services Compensation:

We propose to complete the Engineering Scope of Services at an hourly rate including reimbursable expenses for the estimated fee of \$227,000.00.

GeoTek Engineering & Testing Services, Inc. will be a sub-consultant of Banner. GeoTek's services are included in the estimated fee above.

The proposed fee above is an estimate. The final fee will be based on the actual hours and the actual reimbursable expenses spent on the project. Any additional work due to the Contractor's inability to complete the work on time or the Contractor's inability to provide quality work will be billed separately based on our hourly rates in accordance with the attached Schedule of Labor Rates and Expenses. Any work that falls outside the Engineering Scope of Services will be billed separately based on our hourly rates in accordance with the attached Schedule of Labor Rates and Expenses.



Time Schedule of Work:

It is our understanding the project will be bid in the spring of 2021. Construction is anticipated to take place during the 2021 construction season.

Banner’s schedule will be influenced by the following:

1. Notice to Proceed for Banner to begin work on the Design & Bid Letting Phase.
2. Ability of Contractor to complete the work on time.
3. Ability of Contractor to provide quality work.

This Letter of Contract incorporates and includes Banner’s Schedule of Labor Rates and Expenses and General Conditions.

If you have any questions regarding this contract, please do not hesitate to contact me.

Sincerely,

Mark Junker, PE  
Project Manager  
Banner Associates, Inc.

Pat Carey, PE  
Civil Department Head  
Banner Associates, Inc.

Enclosures:

1. Schedule of Labor Rates and Expenses
2. General Conditions

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Client - Codington County

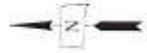


# CROWNED RIDGE WIND HAUL ROUTE RESTORATION RECOMMENDATIONS

## EXHIBIT A

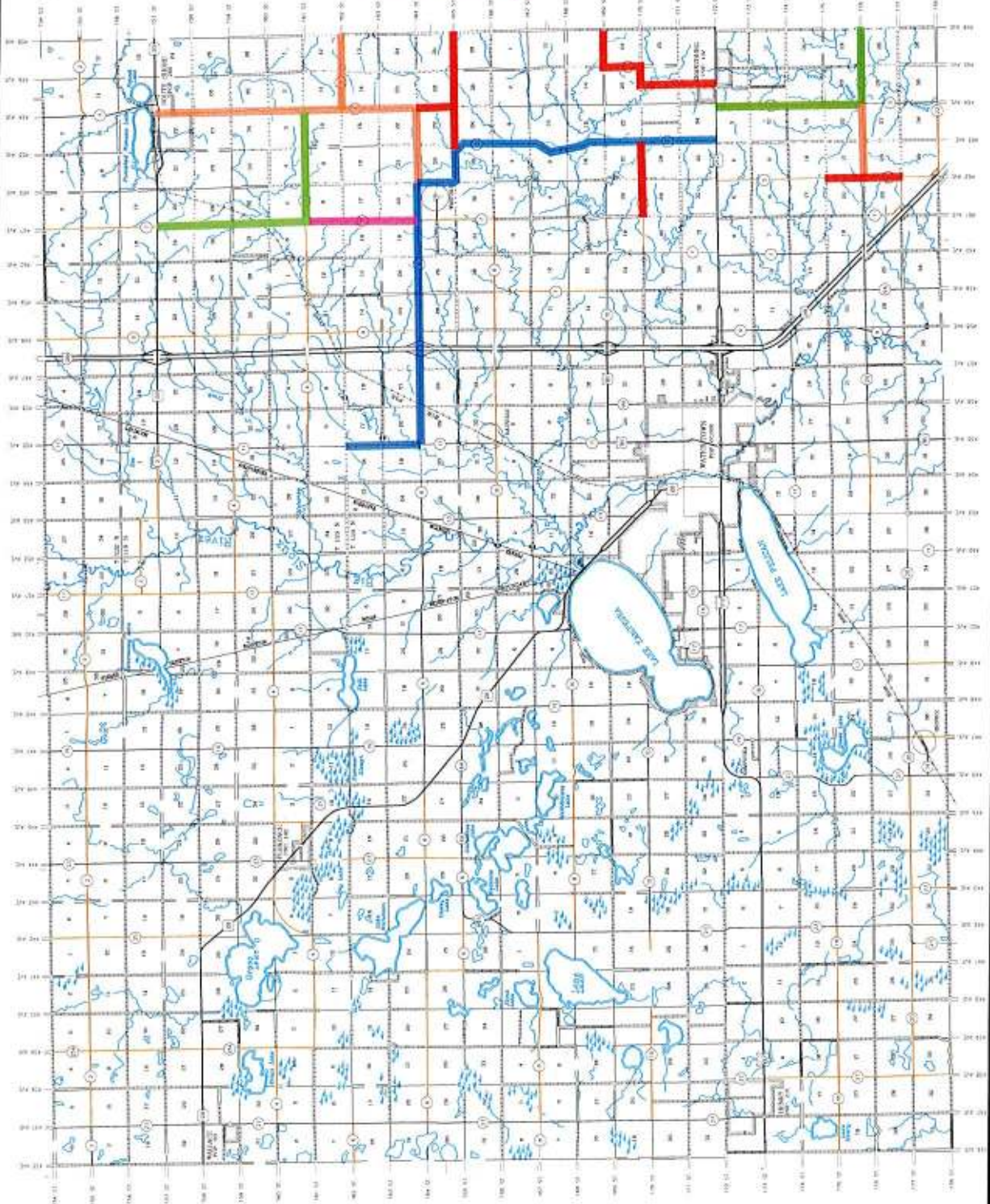
### PROJECT AREA MAP

CROWNED RIDGE WIND, LLC  
IN CODDINGTON COUNTY, SD



**LEGEND**

- ASPHALT ROADWAY RECONSTRUCTION
- IMPROVE, M.I. & OVERLAY
- DRAIN SEAL & CHIP SEAL
- RECALL 3" GRAVEL SURFACING
- ADDRESS SOFT AREAS & INITIAL 3" GRAVEL SURFACING
- ADDRESS SOFT AREAS, SHAPE, FINISH, & RECALL 3" GRAVEL SURFACING
- 0.5 MILES
- STATE HIGHWAY
- COUNTY ASPHALT
- COUNTY DRAINAGE



**BANNER**  
Engineering & Construction

Prepared by  
WYLLON BLANKS, PE  
DANIEL ASSOCIATES, INC.  
1000 S. GARDNER AVENUE  
SIOUX FALLS, SD 57106  
605-692-6342



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## SCHEDULE OF LABOR RATES AND EXPENSES

January 2021

Administrative .....	\$55.00 to \$145.00/Hour
Surveying/Geomatics .....	\$65.00 to \$140.00/Hour
Engineering Technician.....	\$65.00 to \$110.00/Hour
Environmental Scientist.....	\$65.00 to \$135.00/Hour
Engineering Intern.....	\$85.00 to \$105.00/Hour
Project Engineer .....	\$105.00 to \$155.00/Hour
Project Manager .....	\$120.00 to \$215.00/Hour

- Meals at State Rates.
- Lodging at actual cost.
- Reimbursables:
 

Mileage.....	\$0.55/Mile
Photocopy .....	0.08/Copy
Black & White 11x17 Laser Prints.....	0.15/Sheet
- All other direct project expenses at actual cost of materials.

Rates are subject to change annually.

## GENERAL CONDITIONS

**Agreement.** The entire Agreement between the Client and Banner shall consist of the Letter of Contract, the Schedule of Labor Rates and Expenses and these General Conditions ("Agreement"). The Agreement represents the entire, integrated Agreement and supersedes all other negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written agreement of the Parties. Banner's services are limited to those specifically identified in the Agreement.

**Authorization to Proceed.** Execution of this Agreement by the Client will be authorization for Banner to proceed with the Services, unless otherwise provided in the Agreement.

**Cost Opinions.** Any opinion of cost provided by Banner will be on a basis of experience and judgment, but, since construction costs are dependent upon many market and other conditions over which Banner has no control, Banner shall not be responsible for variations between actual costs and any opinion of cost.

**Standard of Care.** In the performance of its professional services, Banner will use that degree of care and skill ordinarily exercised by similarly situated professionals under like and similar circumstances. No express or implied warranties are applicable to, or provided with, any of Banner's services

**Payment.** Monthly invoices will include charges incurred during the preceding month. Payment of the invoice is due within thirty (30) days following the date of the invoice. A charge of one and one-half percent (1 1/2%) per month, or the maximum legal rate for commercial accounts, whichever is less, will be charged for late payment. Client shall be responsible for reimbursing Banner for all costs incurred in collecting delinquent amounts owed by Client.

**Termination.** This Agreement may be terminated for convenience upon 30 days' written notice, or for cause, if either party fails to substantially perform as required under the Agreement through no fault of the other party and does not commence to diligently correct such nonperformance within 5 days of receipt of written notice. Upon termination, Banner will be paid for all services authorized and performed up to the termination date plus reasonable termination expenses incurred by Banner as a result of the termination.. This Agreement will otherwise terminate upon completion of all applicable requirements of the Agreement. The Indemnity and Limitation of Liability Provision shall survive any termination of this Agreement.

**Indemnity and Limitation of Liability.** The Client agrees to defend, indemnify and hold Banner and its professionals, officers, employees representatives and agents harmless from and against all claims, costs, expenses (including attorney's fees and expenses) asserted against Banner in connection with the Project, including, but not limited to claims involving hazardous substances, except to the extent caused by the sole negligence of Banner. Banner's liability to the Client for losses, damages or injuries arising out of the performance of Banner's services or the Project will be limited to a sum not to exceed the greater of \$50,000 or Banner's fee (to a maximum of \$1,000,000 or the amount of any insurance available to cover such liability if less than \$1,000,000).

**Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Hazardous Substances.** Unless specifically stated in this Agreement, Banner shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site

**Interpretation.** This Agreement and any claims or disputes arising out of, or relating to, the Agreement shall be governed by the laws of the State of South Dakota, other than any choice of law provisions under South Dakota law.

**No Third Party Beneficiaries.** This Agreement is for the sole benefit of Client and Banner and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party against either Client or Banner.

**Responsibility for Construction.** The Client agrees that in accordance with generally accepted construction industry standards, Banner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since they are solely the responsibility of the contractor, and Banner shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, including, but not limited to the contractor's failure to perform its work in accordance with industry standards and the requirements of any plans and specifications.



March 30, 2021

Commissioners: 10,595.07 total salaries. Auditor: 21,841.60 total salaries. Co. Treasurer: 28,140.55 total salaries. States Attorney: 41,735.11 total salaries. Gov. Buildings: 19,863.20 total salaries. Dir. Equalization: 44,871.83 total salaries. Reg. of Deeds: 22,907.77 total salaries. Veterans Service: 10,623.88 total salaries. Sheriff: 87,635.22 total salaries; Steven Lowry 4,668.42 step increase. Co. Jail: 120,270.43 total salaries Tasha Volken 19.02 per hr. step increase; Ryan Elliott 19.62 per hr. step increase; Raistlan Tschetter 3,225.96 new hire; Julie Gallisath 3,775.80 step increase; Amalia Barrientos 3,687.06 bilingual pay; Maria Escamilla 4,443.96 bilingual pay. Welfare: 10,036.07 total salaries; Kari Kraayenbrink 16.74 per hr.; Sara Foust 4,372.62 new hire. County Nurse: 5,099.28 total salaries. Ag. Bldg.: 9,677.51 total salaries. Co. Extension: 10,154.56 total salaries. Weed: 750.42 total salaries. Planning Board: 410.42 total salaries. Road & Bridge: 99,456.36 total salaries. Emergency Management: 12,193.16 total salaries. Crime Victim: 7,003.36 total salaries. W.I.C.: 4,751.48 total salaries. Total 568,017.28

Breakdown of withholding amounts which are included in the above:  
S.D. Retirement 52,203.32; S.D. Retirement 69.79 spouse option; S.D. Supplemental Retire. 3,210.00 suppl. retire.; Sanford 78,355.24 ins.; Reliance Standard Life Insurance 731.02 life ins.; Delta Dental 6,176.82 ins.; Avesis 882.40 ins.; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 526.90 employee union dues; AFLAC 3,959.45 ins.; John Hancock 5,390.00 suppl. retire.; AFLAC 696.67 ins.; Watertown United Way 70.00 employee contributions; Office of Child Support 435.00 employee payments; Sioux Valley Credit Union 25,103.00 employee payments; SDRS Supplemental Retirement 3,880.00 Roth retirement; Teamsters Local Union 120 394.00 employee union due; Codington County Deputy Sheriff's Association 120.00 employee union dues; ReliaBank Dakota 38,854.29 federal withholding; ReliaBank Dakota 63,920.96 social security; Barbara Curtis 800.00 employee payment.