

AGENDA
Codington County Board of Commissioners
Codington County Courthouse, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, March 16, 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 March 16, 2021 agenda
5. Action to approve the minutes of March 9, 2021
6. Monthly reports
 - a. Facilities Manager
 - b. Highway Supt.
7. Action to approve a notice to bidders for a Bridge Rehab project
8. Action to approve a resolution for a Bridge Replacement project 15-216-220
9. Action to approve a resolution for a Bridge Replacement project 15-157-025
10. Action to approve a resolution for participation in the Bridge Inspection Program
11. Note Elks Lodge intent to hold a raffle
12. Note Easter office closures
13. Discussion with Chris Schilken regarding TIF taxing districts
14. Action to approve a quote for restroom partitions at the Extension Center
15. Action to approve the purchase of a mower for Memorial Park
16. Action to approve a contract with the SDDOT for weed spraying in 2021
17. Action/possible discussion on COVID-19 practices, procedures, policy
18. Action to approve automatic budget supplements
19. Action to approve personnel changes
20. Action to approve travel requests
21. Public Notices – a possible quorum of Commissioners could be in attendance at:
 - a. 2021 County Commissioner Spring Workshop, March 17-18
22. Old Business
23. New Business
24. Open
 - a. Public Comments
 - b. Commission Comments
25. 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)

26. Action to adjourn until 9:00 a.m., Tuesday, March 23, 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 1st Ave SE**

March 9, 2021

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, March 9, 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. Commissioner VanDusen 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 Waterman, to approve the March 9, 2021 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of March 2, 2021; all voted aye; motion carried.

MONTHLY REPORTS

Auditor, Cindy Brugman, noted the 2020 annual report has been completed and will be published this week. The Auditor provided the Board with a report, required to be prepared annually, which shows the amount of property taxes collected, on properties located in four TIF districts, which is not apportioned to the local taxing districts. The Auditor also provided the Board with a document, prepared by the SD Dept. of Revenue, providing a general overview of how property taxes are established. **Director of Equalization, Shawna Constant**, provided the Board with a 2021 Appeal process time-line. Assessment notices were mailed out the last week in February and many phone calls are being fielded on assessment relief programs and appeals. Local Boards start on March 15th and County and Consolidated Boards begin April 13th. **Welfare Director, Sara Foust**, provided the Board with a monthly report of cases; information on monthly referrals; cost savings for the last 12 months; and reviewed CARES, ICAP services, strategic planning, systems of Care update, and a successful client highlight. The Welfare Director updated the Board on the number of CARES applications processed, which has been the main focus of the office the past month. Ms. Foust expressed thanks to Welfare Assistant, Kari Kraayenbrink, for her assistance during the first few weeks of her employment as the Codington County Welfare Director.

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 February, all present voted aye; motion carried.

Cash on hand	\$ 7,786.87
Checks in Treasurers' possession	
less than 3 days	\$ 94,848.65
Credit Card Charges	\$ 9,024.91
Cash Items	\$ 368.87
TOTAL CASH ASSETS ON HAND	\$ 112,029.30

Codington County, March 9, 2021

RECONCILED CHECKING

Great Western Bank Checking (Memorial Park)	\$ 1,873.95
Reliabank Dakota	\$24,560,902.42

INVESTMENTS

SD Public Funds Investment	\$ 7,254.43
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TOTAL CASH ASSETS	\$24,682,060.10
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General Ledger Cash Balance by Funds:

General	\$15,288,840.82
General restricted cash	\$ 500,000.00
Sp. Revenue	\$ 7,218,158.82
Custodial	\$ 1,675,060.46

(schools 833,396.53, townships 68,344.91; city/towns 167,484.68)

TOTAL GENERAL LEDGER CASH	\$24,682,060.10
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The Board noted Register of Deeds fees in the amount of \$33,512.55 were collected in the month of February 2021.

PARTIAL LIEN RELEASE

James Roby, Green Roby Oviatt LLP, met with the Board to request the partial release of a County lien against property scheduled for foreclosure action by Reliabank. A partial release would release the lien against real estate property owned by Jason Wagner but will remain intact against Mr. Wagner personally. Motion by Johnson, second by VanDusen, to issue a partial release against property described as: the SE1/4 of the SE1/4, except the W852' of the N994' thereof, and the NE1/4 of the SE1/4, except the N670' thereof, and except the W308' of the S644.4', thereof, all in Section 16-T116 N-R54W of the 5th p.m., in Codington County; all voted aye; motion carried.

H.S.A. LETTER OF SUPPORT – APPROPRIATE REGIONAL FACILITY PROJECT

Kari Johnston, Executive Director of the Human Service Agency, met with the Board to review the Agency's proposed action to become an Appropriate Regional Facility and to ask for a letter of support from this Board. Motion by VanDusen, second by Gable, to provide the Human Service Agency with a letter of support in their endeavor to become an Appropriate Regional Facility; all voted aye; motion carried.

DETENTION CENTER SEWER REHAB BIDS

Motion by Gabel, second by Waterman, to accept the bid, recorded during the Board's meeting of March 2, 2021, from Midwest Pipe Lining in the amount of \$103,974.68, for the Detention Center sewer rehab project, as the required bid deposit and insurance certificates have now been received from the bidder; all voted aye; motion carried.

ORDINANCE FOR HISTORIC PRESERVATION GRANT FUNDING

The Board reviewed action needed for the Codington County Historic Preservation Commission to become certified and eligible to continue receiving grant funds to carry out historic preservation related activities. Representatives from the SD State Historic Society participated in this discussion via Zoom. In order for the local commission to become certified and continue receiving federal funds the County is required to adopt an ordinance detailing the powers and duties of the Commission. A proposed ordinance was reviewed at this time. The Board indicated they would take this matter under advisement and further discuss the passage of an ordinance with Christy Lickei, Director of the Kampeska Heritage Museum.

4-H PROMOTION AND EXPANSION COMMITTEE ROSTER

Motion by Johnson, second by Waterman, to approve the 2021 4-H Promotion and Expansion Committee Roster as provided by 4-H Youth Program Advisor, Jodi Loehr.

NAME

Gavin Whipple, 4-H Teen
Jacey Orthaus, 4-H Teen
Rob Whipple, 4-H Adult
Jill Orthaus, 4-H Adult
Boys & Girls Club teen, Non 4-H Teen
Boys & Girls Club teen, Non 4-H Teen
Miranda Breitag, Non 4-H Adult
Amber Weber, Non 4-H Adult
Jill Orthaus, Agricultural Representative
Rob Whipple, Agricultural Representative
Myron Johnson, County Commissioner Liaison

ABATEMENT APPLICATION

Motion by VanDusen, second by Waterman, to approve an abatement in the amount of \$200.00, on property record #20699; all voted aye; motion carried.

2020 ANNUAL REPORT WILDLIFE DAMAGE MANAGEMENT

The Board accepted the Wildlife Damage Management 2020 Annual Report as provided by Dan Nelson, Wildlife Damage Specialist, South Dakota GF&P.

GLOBE LIFE INSURANCE

Motion by VanDusen, second by Gabel, to allow Family Heritage Insurance Agent, Steve Thorson, to make contact with County Department Heads to review the products available through his company; all voted aye; motion carried. The Board noted the purchase of any products would be at the total expense of each participating employee.

CLAIMS APPROVED

Motion by Gabel, second by Johnson, to approve for payment the following list of claims; all voted aye; motion carried: 3D SPECIALTIES 287.28 SUPPLIES, A-OX WELDING 255.67 SUPPLIES, ACCREDITATION, AUDIT AND 300.00 SVC, ALCOHOL MONITORING SYSTEMS 164.30 SVC, AP AUTO PROS 49.50 REP, JEFFREY ARGO 25.00 CELL, AUSTIN LAW OFFICES 1811.00 SVC, AUTO BODY SPECIALTIES 20.06 SUPPLIES, ALISON BAKKEN 40.00 CELL, BANNER ASSOCIATES, INC 17190.55 REPAIRS/MAINT., BAUER LAW OFFICE PC 572.30 SVC, BEACON CENTER 1000.00 PMT, RAMONA BEARHILL 58.40 JURY, BECK MOTORS, INC. 32618.00 EQUIPMENT, ALLEN BENCK 25.00 CELL, BRYAN BLEEKER 25.00 CELL, BORNS GROUP 8972.33 POST, BOYS & GIRLS CLUB 11541.67 PMT, BRATLAND LAW 2622.60 SVC, BRIAN'S GLASS & DOOR INC. 355.00 REPAIRS/MAINT., BRITE 168.00 SUP, JERRY BUNDE 50.84 JURY, BURNS LAW OFFICE 3000.00 SVC, BUTLER MACHINERY 11771.00 EQUIPMENT, CARTNEY BEARING & SUPPLY 21.96 REP, JEFF CASE 25.00 CELL, CENTURYLINK 695.80 UTIL, CERTIFIED LABORATORIES 213.75 SUPPLIES, CODINGTON-CLARK ELECTRIC COOPE 35.62 UTILITIES, CODINGTON TREASURER PETTY CASH 43.87 PMT, COLE PAPERS, INC. 3734.18 SUP, COLE'S PETROLEUM 2762.71 SUPPLIES, CONNECTING POINT COMPUTER CENT 7696.99 SVC, CONNECTING POINT 70.00 REPAIRS/MAINT., CONSOLIDATED CORRECTIONAL 22624.71 SUP, SHAWNA CONSTANT 25.00 CELL, COUNTY FAIR FOODS 12.77 SUP, CREDIT COLLECTIONS BUREAU 516.44 PMT, CREDIT COLLECTIONS BUREAU 316.96 PMT, CRESCENT ELECTRIC SUPPLY COMPA 78.88 SUPPLIES, C & S CHEMICAL 75.00 REP, BRYCE DAHLE 52.52 JURY, DAKOTA FLUID POWER INC. 1324.55 SUPPLIES, MATTHEW DARGATZ 25.00 CELL, DATA TRUCK 29.99 UTIL, DEN HERDER LAW FIRM 138.60 SVC, DIAMOND VOGEL PAINT CENTER 34.80 SUP, DIGITAL-ALLY 4700.00 SUP, DIVE RESCUE INTERNATIONAL 1456.53 SUP, D K DIESEL INJECTION 853.63 REPAIRS/MAINT., JAMIE

DOLEN 25.00 CELL, EIGHT TEN PROPERTIES, LLC 1740.00 RENT, ELLYSON LAW OFFICE 1456.13 SVC, EMC INSURANCE COMPANIES 85020.00 INS, ENGELSTAD ELECTRIC CO. 121.01 REP, MARIA ESCAMILLA 140.00 CELL, WILLIAM EUBANK 55.88 JURY, EVERBRIDGE, INC 2240.00 MAINT, RANDALL G. FALVEY 25.00 CELL, FARNAMS GENUINE PARTS 894.17 SUPPLIES, FISHER SAND & GRAVEL CO. 568.26 SUPPLIES, TOWN OF FLORENCE-PEGGY LINDAHL 77.35 UTILITIES, ALLISON FORBUSH 25.00 CELL, COURTNEY FORTIN 51.68 JURY, DAVID FUCHS 51.68 JURY, BETHANY GABEL 50.84 JURY, GALLS, LLC 21.83 SUP, GANNON HOLDINGS LLC OHIO 204.91 PUB, GLACIAL LAKES & PRAIRIES TOUR. 290.00 PUB, BRENDA GLOVER 51.68 JURY, GRAINGER 409.74 SUP, GREAT AMERICA FINANCIAL SVC 478.28 RENT, GREEN, ROBY, OVIATT, 6219.94 SVC, JUSTIN HALAJIAN 25.00 CELL, BRENDA HANTEN 275.00 PMT, RICK HARTLEY 40.00 CELL, RON HARTLEY 25.00 CELL, DAVID HEDDING 25.00 CELL, EMMANUEL HERNANDEZ 5.00 PMT, HILLYARD/SIOUX FALLS 433.67 SUP, ALLEN HOEKMAN 53.36 JURY, RICK HOLINKA 25.00 CELL, HORN LAW OFFICE 217.80 SVC, LARRY HOWARD 40.00 CELL, HYVEE #1871 ACCTS RECEIVABLE 1247.87 SUP, I STATE TRUCK CENTER 27.54 REPAIRS/MAINT., INTERLAKES COMMUNITY ACTION 1994.35 SVC, JOHN DEERE FINANCIAL 2235.06 REPAIRS/MAINT., JURGENS PRINTING 47.00 SUP, MITCHELL KALLHOFF 25.00 CELL, MARK KATTERHAGEN 27.00 SVC, JESSE KINYON 8.00 PMT, RICHARD KOHN 25.00 CELL, KRIECH CONSTRUCTION 261582.30 OTHER EXP., MEGAN LAFROMBOISE 40.00 CELL, LEWNO LAW OFFICE 321.50 SVC, LINCOLN CO TREASURER 432.07 SVC, L.L. HARDER, INC 1171.46 REP, DARCY LOCKWOOD 27.00 SVC, JODI LOEHRER 25.00 CELL, STEVEN LOWRY 40.00 CELL, RM TOOLS LLC 149.99 SUPPLIES, CAPITOL ONE TRADE CREDIT 96.27 SUP, CAPITOL ONE TRADE CREDIT 392.38 SUPPLIES, MACKSTEEL WAREHOUSE, INC. 256.86 SUPPLIES, NICHOLE MARK 53.36 JURY, MARK'S AUTO 112.88 REP, MASTER BURN 5950.00 REPAIRS/MAINT., RUSSELL MATHEWS 40.00 CELL, TIMOTHY MCELHANY 50.84 JURY, MCKESSON MEDICAL SURGICAL 291.85 SUP, MENARDS 566.63 SUP, MENARDS 588.62 SUPPLIES, MEND CORRECTIONAL CARE 14203.50 SVC, MIDCONTINENT COMMUNICATIONS 502.02 UTIL, MINNEHAHA COUNTY AUDITOR 76.00 SVC, MOE OIL COMPANY 1434.75 SUPPLIES, MICHAEL MORGAN 40.00 CELL, MULTI BUSINESS SOLUTIONS INC 2400.00 SVC, MUNICIPAL UTILITIES 15846.06 UTIL, MUNICIPAL UTILITIES 1630.97 UTILITIES, MUTH ELECTRIC 800.40 REP, MUTH ELECTRIC 2820.00 REPAIRS/MAINT., NEWMAN TRAFFIC SIGNS 135.69 SUPPLIES, SHAWN NILLS 40.00 CELL, LUCAS NOGELMEIER 50.84 JURY, NORTHWESTERN ENERGY 507.49 UTILITIES, OFFICE PEEPS, INC. 3119.29 SUP, OFFICE PEEPS 55.37 SUPPLIES, JERROD OLSON 40.00 CELL, OTTERTAIL POWER CO, 46.41 UTILITIES, MICHELLE PEDERSON 25.00 CELL, PELICAN POWERSPORTS LLC 210.36 MAINT, CARRIE PENA 10.00 REF, PHARMCHEM INC 28.55 SUP, PITNEY BOWES 194.04 RENT, PMB 0112 170.65 UTIL, POMP'S TIRE SERVICE, INC. 1172.65 SUPPLIES, PRAIRIE LAKES HEALTH CARE CENT 4828.80 SVC, PRINT 'EM NOW 524.00 SUP, MICHELLE RAML 52.52 JURY, JULIA RAUSCH 65.12 JURY, RC FIRST AID 110.00 SUPPLIES, REDWOOD TOXICOLOGY LABORATORY 1777.50 SUP, ADAM REEVES 40.00 CELL, REBECCA MORLOCK REEVES 40.00 CELL, ROBYN RITER 25.00 CELL, ROGERS SALVAGE 145.00 SVC, RON'S SAW SHOP 120.06 REPAIRS/MAINT., RUNNING SUPPLY INC. 64.99 SUPPLIES, TREVER SCHIMMEL 40.00 CELL, SCHUMACHER ELEVATOR COMPANY 760.14 MAINT, BRAD SCHWINGER 25.00 CELL, SD ATTORNEY GENERAL'S OFFICE 472.00 PMT, SD ATTORNEY GENERAL'S OFFICE 2654.00 PMT, SD DEPARTMENT OF HEALTH 2650.00 SVC, SD DEPARTMENT OF PUBLIC SAFETY 2700.00 REP, SOUTH DAKOTA DEPT. OF TRANSPOR 5652.80 REPAIRS/MAINT., SD LAW REVIEW 35.00 SVC, SD STATE TREASURER 577185.64 MARCH REMITTANCE, SD ASSOC. OF COUNTY HWY SUPT 450.00 TRAVEL & CONF., SDACO 1118.00 PMT, SDN COMMUNICATIONS 1363.51 UTIL, SDSU EXTENSION 20621.00 PMT, MELISSA SEARS 25.00 CELL, SECURUS TECHNOLOGIES 20451.37 SUP, HEIDI SELCHERT 25.00 CELL, SHERWIN WILLIAMS 244.48 SUP, SIOUX RURAL WATER SYSTEM 52.30 UTILITIES, SIOUX VALLEY COOP 3562.73 FUEL, SIOUX VALLEY COOP 1449.34 SUPPLIES,

SIRCHIE ACQUISITION COMPANY 137.92 SUP, DIANE SOGGE 50.84 JURY, LYNN SOLBERG 40.00 CELL, BRENT SOLUM 40.00 CELL, TERRY SORENSON 15.20 PMT, TOWN OF SOUTH SHORE 66.00 UTILITIES, SOUTH SHORE GAZETTE 2541.50 PUB, STEVE STAHLKE 25.00 CELL, STAR LAUNDRY 1854.62 SUP, STAR LAUNDRY 104.20 SUPPLIES, STATE 4-H OFFICE 20.00 PMT, STATE INDUSTRIAL PRODUCTS 239.63 SUP, THE STITCH CO. 13.00 SVC, STURDEVANTS AUTO PARTS 37.32 REPAIRS/MAINT., SUPERIOR HOOD STEAMERS, INC 600.00 REP, SUTTON LAW OFFICE PC 18347.82 PMT, SCOTT SWANSON 25.00 CELL, T&M AUTOBODY 258.00 REP, KIMBERLY THOMPSON 71.00 JURY, THOMSON REUTERS-WEST 569.09 SVC, PRODUCTIVITY PLUS ACCOUNT 57.00 REPAIRS/MAINT., DOUGLAS D. TORSTENSON 25.00 CELL, TRANSOURCE TRUCK & EQUIPMENT 23.62 REPAIRS/MAINT., TWO WAY SOLUTIONS, INC 199.97 SUP, TYLER VARNIS 40.00 CELL, VAST BUSINESS 79.99 UTIL, VAST BROADBAND 49.95 UTILITIES, VERIZON WIRELESS 1511.65 UTIL, GREAT WESTERN BANK 45.09 PMT, GREAT WESTERN BANK 187.42 PMT, GREAT WESTERN BANK 38.33 PMT, GREAT WESTERN BANK 1386.98 PMT, GREAT WESTERN BANK 135.00 PMT, GREAT WESTERN BANK 29.01 UTILITIES, MARLONIE VOGELSANG 25.00 CELL, JOSHUA VOLKART 50.84 JURY, WALMART COMMUNITY 180.33 SUP, WARNE PLUMBING 900.39 REP, TODD B WARNE 25.00 CELL, WATERTOWN AMBULANCE 750.00 SVC, WATERTOWN CITY FINANCE OFFICE 500.00 PMT, WATERTOWN DEVELOPMENT COMPANY 45000.00 PMT, WATERTOWN FORD 918.76 REP, WATERTOWN FORD 19.95 REPAIRS/MAINT., WATERTOWN PARK & REC 3000.00 RENT, WATERTOWN PUBLIC OPINION 2454.77 PUB, WATERTOWN WHOLESALE 160.90 SUPPLIES, WESTERN STATES SHERIFFS' ASSOC 200.00 DUES, WHEELCO 324.42 REPAIRS/MAINT., JON WILEY 53.36 JURY, WW TIRE SERVICE INC 152.72 REP, WW TIRE SERVICE INC. 61.00 SUPPLIES, XEROX CORPORATION 134.19 SUPPLIES, YANKTON CO. SHERIFF 100.00 SVC, SHANE YOST 40.00 CELL, LAKE AREA ZOOLOGICAL SOCIETY 20000.00 PMT.

PERSONNEL CHANGES

Motion by Johnson, second by VanDusen, to approve the following personnel changes: Kim Johnson, Extension Deputy Office Coordinator, anniversary step increase, step 9/\$20.17 per hour, effective 4/1/2021 and Tasha Volken, Correctional Officer part time, step increase, step 2/\$19.02 per hour; all voted aye; motion carried.

TRAVEL REQUESTS

Motion by Johnson, second by Waterman, to approve a travel request for the Extension Deputy Office Coordinator, to attend a 4-H Online & Fair Entry Training; all voted aye; motion carried.

EXECUTIVE SESSION

Motion by VanDusen, second by Gabel, to enter into executive session at 10:39 a.m., per SDCL 1-25-2, for a personnel issue; all voted aye; motion carried. The Board returned to regular session at 10:51 a.m. Human Resource Representative, Natalie Remund and Welfare Director, Sara Foust, 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 10:51 a.m., until 9:00 a.m., Tuesday, March 16, 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 \$_____

ADVERTISEMENT FOR BIDS
Codington County
Watertown, SD
Bridge Rehab Project

Codington County (Owner) is requesting Bids for the construction of the following Project:
Bridge Rehab Project
15-240-155

Bids for the construction of the Project will be received at the **Codington County Auditor's Office** located at **14 1st Ave. SE, First Floor Room 109, Watertown, SD 57201-3611**, until **Tuesday, April 13th, 2021 at 9:00 a.m.** local time. Shortly after this time, the Bids received will be publicly opened and read during the commission meeting.

The Project includes the following Work:
New Double Tees, New Railings, Riprap Installation, and Asphalt Approach Work

Information and Bidding Documents for the Project can be found at the following designated website:
www.bannerassociates.com

Click on "View Bid Information" located at top of screen. Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder.

Questions on obtaining bid documents may be directed to Karen, Banner Associates, Inc., 855-323-6342.

Approved by the Codington County Board of Commissioners this 16th day of March, 2021.

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 twice at the total approximate cost of \$ _____

RESOLUTION 2021-8

FEDERAL AID BRIDGE REPLACEMENT PROGRAM RESOLUTION
FOR COUNTY AND URBAN PROJECTS

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

STRUCTURE NUMBER AND LOCATION: Bridge #15-216-220
located 0.6 miles east of intersection 176 St/457 Ave

LIST OF CURRENT LANDOWNERS ADJACENT TO THE PROJECT:

Mark & Mary Margaret Mack Trust, 100 28th Ave SE #311, Watertown, SD 57201

Thomas & Mavis Reichling, 17660 485 Ave, Watertown, SD 57201

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

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

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

1. The condition rating is 4 (poor).
2. For replacement project the bridge is not located on a County or Township designated No Maintenance or Minimum Maintenance Road.
3. For removal project the bridge location will not be eligible for federal or state bridge funds in the event that a bridge is reconstructed. The owner agrees to submit a separate resolution to delete the structure from the National Bridge Inventory upon completion of the project.
4. The bridge is located on a Federal Aid Route, a school bus route, a mail route, and a field to farm to market road.
5. The load carrying capacity of the existing bridge cannot be improved to carry legal loads by rehabilitation of the existing bridge.

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

Estimated cost of project including engineering: \$ 2,100,000
Federal Share: \$ 1,720,950
Local Share: \$ 379,050

Voted of Commissioners: Yes 5 No 0

Dated at Watertown, SD this 16th day of March, 2021

Brenda Hanten, Chair

ATTEST:

Cindy Brugman, County Auditor

RESOLUTION 2021-9

FEDERAL AID BRIDGE REPLACEMENT PROGRAM RESOLUTION
FOR COUNTY AND URBAN PROJECTS

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

STRUCTURE NUMBER AND LOCATION: Bridge #15-157-025
located 0.8 miles east of intersection Cottonwood St/451 Ave

LIST OF CURRENT LANDOWNERS ADJACENT TO THE PROJECT:

Rick Schmig & Derek Schmig, 15631 453 Ave, South Shore, SD 57263

Robert Endres, PO Box 816, Watertown, SD 57201

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

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

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

1. The condition rating is 4 (poor).
2. For replacement project the bridge is not located on a County or Township designated No Maintenance or Minimum Maintenance Road.
3. For removal project the bridge location will not be eligible for federal or state bridge funds in the event that a bridge is reconstructed. The owner agrees to submit a separate resolution to delete the structure from the National Bridge Inventory upon completion of the project.
4. The bridge is located on a school bus route, a mail route, and a field to farm to market road.
5. The load carrying capacity of the existing bridge cannot be improved to carry legal loads by rehabilitation of the existing bridge.

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

Estimated cost of project including engineering: \$	<u>1,410,000</u>
Federal Share: \$	<u>1,155,495</u>
Local Share: \$	<u>254,505</u>

Voted of Commissioners: Yes 5 No 0

Dated at Watertown, SD this 16th day of March, 2021

Brenda Hanten, Chair

ATTEST:

Cindy Brugman, County Auditor

**RESOLUTION 2021-10
BRIDGE REINSPECTION
PROGRAM RESOLUTION
FOR USE WITH SDDOT RETAINER CONTRACTS**

WHEREAS, 23 CRF 650 Subpart C, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

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

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

Date this 16th day of March, 2021, at Watertown, South Dakota.

Codington County Board of Commissioners

Brenda Hanten, Chair

ATTEST:

Cindy Brugman, County Auditor



Watertown Elks Lodge #838

600 West Kemp Ave.

Watertown, South Dakota 57201

Date: March 6, 2021

To: Codington County Commissioners

Subject: Raffles and Bingo

The Watertown Elks Lodge Number 838 a Non-Profit Organization would like to engage in the following raffles. On or about April 16, 2021, the Fishing Equipment raffle and on or about September 27th the Past Exalted Rulers Gun Raffle. We would also like to engage in bingo games at various times throughout the year.

All the proceeds from these raffles and bingo will go to supporting our Elks Charitable giving through out the year. If you have any questions please contact us at 605-868-0267.

Thank You,

A handwritten signature in black ink that reads 'Judy Greenfield'. The signature is fluid and cursive, with the first name 'Judy' and last name 'Greenfield' clearly legible.

Judy Greenfield, Secretary Lodge #838



144 North Maple • Watertown, SD 57201
605-237-6115

March 10, 2021

Mr. Steve Molengraaf
Codington County Courthouse
14 1st Ave. SE
Watertown, SD 57201

Re: Extension Complex-Lunch Counter Bathroom Partitions

Dear Steve,

Please consider this letter as our proposal to provide materials, installation, and applicable tax necessary to install (3) sets of toilet stall partitions, and (1) urinal screen – all constructed of solid plastic partitions, full length wall brackets, floor mounted with overhead bracing.

Installed Price..... \$3,800.00

We do not include any General Construction Work in the above proposal. Any additional repair work outside of the above scope shall be billed on a time and material basis.

Thank you for the opportunity to quote your project. If you should accept this proposal, please allow 2-3 weeks for material delivery and scheduling. Please feel free to reach me at 605-237-6115 with any questions.

Sincerely,

A handwritten signature in black ink that reads "Steve Warne". The signature is fluid and cursive, with the first name "Steve" and last name "Warne" clearly distinguishable.

Steve Warne
steve@warneplumbingandheating.com



144 North Maple • Watertown, SD 57201
605-237-6115

March 10, 2021

Mr. Steve Molengraaf
Codington County Courthouse
14 1st Ave. SE
Watertown, SD 57201

Re: Extension Complex-Sale Ring Bathroom Partitions

Dear Steve,

Please consider this letter as our proposal to provide materials, installation, and applicable tax necessary to install (5) sets of toilet stall partitions, and (1) urinal screen – all constructed of solid plastic partitions, full length wall brackets, floor mounted with overhead bracing.

Installed Price..... \$5,500.00

We do not include any General Construction Work in the above proposal. Any additional repair work outside of the above scope shall be billed on a time and material basis.

Thank you for the opportunity to quote your project. If you should accept this proposal, please allow 2-3 weeks for material delivery and scheduling. Please feel free to reach me at 605-237-6115 with any questions.

Sincerely,

A handwritten signature in black ink that reads "Steve Warne". The signature is written in a cursive style with a large, stylized "S" and "W".

Steve Warne
steve@warneplumbingandheating.com

Watertown Lawn & Garden & Small
 Engine Repair Inc
 17 3rd St. NW
 Watertown, SD 57201
 605-886-5256

Estimate

Date	Estimate #
2/25/2021	593

Name / Address
Codington County Memorial Park 14 1ST AVE SE WTN SD 57201 882-6291 891-9396 Steve

			Project
Description	Qty	Rate	Total
New Gravely Mower PRO TURN 260, KAW. 27 HP 60" DECK	1	11,672.00	11,672.00
BID ASSIST NON-PROFIT ORGANIZATIONS 18% OFF		-18.00%	-2,100.96
TRADE IN GRAVELY PT 260 2650 HOURS	1	-1,000.00	-1,000.00
		Subtotal	\$8,571.04
		Sales Tax (0.0%)	\$0.00
		Total	\$8,571.04



Department of Transportation

Watertown Area Office

5000 9th Avenue SE

Watertown, South Dakota 57201 (605)882-5166

Fax: (605) 882-5117

March 4, 2021

Mr. Steve Molengraaf
Codington County Weed & Pest Board
1910 West Kemp
Watertown, SD 57201

Re: Noxious Weed Control, 2021

Dear Mr. Molengraaf:

It is time again to plan for noxious weed control during the upcoming growing season. With the success of this program in the past, it is hoped that you will be able to continue the control of weeds within the state highway right-of way.

Enclosed is a contract for the "2021" weed spraying. Please fill out and return the contract in its entirety to this office. **Like last year, we need to have form DOT-967 completed and signed. It is required that a copy of the County Commission minutes or resolution authorizing the execution of the agreement be attached as Exhibit D. Also form Dot-967 needs to be signed by the County Commission Chairperson and have the signature notarized.**

We appreciate your county for doing weed spraying for the Department of Transportation and thank you for a job well done.

Sincerely,

DEPARTMENT OF TRANSPORTATION

Matthew R. Brey
Watertown Area Engineer

cc: Mark Peterson – Aberdeen Region Engineer
Calvin Esche, Highway Maintenance Supervisor

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS AGREEMENT
FOR WEED SPRAYING SERVICES BY COUNTY**

This Joint Powers Agreement (Agreement) is 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 is the owner of real property located in Codington County, South Dakota.
2. The STATE wants the COUNTY to control the growth of declared noxious weeds within the right of way of state highway routes.
3. The COUNTY is willing to provide weed spraying services to the STATE.

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

I. JOINT POWERS

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

II. THE COUNTY

- A. The COUNTY services under this Agreement will commence May 1, 2021, and will end April 30, 2022, unless terminated earlier pursuant to the terms of this Agreement.
- B. The COUNTY will provide services in compliance with the Americans with Disabilities Act of 1990, and any amendments.
- C. The COUNTY will:
 1. Furnish the necessary equipment, materials, and labor to control the growth of declared noxious weeds in accordance with the bid proposal attached to this Agreement as Exhibit A.
 2. Ensure that the weed spraying is accomplished by personnel properly licensed by the South Dakota Department of Agriculture.
 3. Advise the STATE'S local maintenance shop of the COUNTY'S intent to spray, at least forty-eight (48) hours prior to spraying.
 4. Ensure the COUNTY'S spraying vehicles are equipped with a flashing amber warning light which must be in operation while spraying highway right of way. The COUNTY will not stop its vehicle(s) on the roadway, driving lanes, or shoulders on the Interstate highway system.
 5. Complete form DOT-820 Daily Pesticide Application Record, furnished by the STATE, a copy of which is attached to this Agreement as Exhibit B. The COUNTY will complete this form on a daily basis after completion of the spraying.
 6. Provide the STATE with a completed copy of the DOT-820 Daily Pesticide Application Records within one (1) week after completion of the spraying.

7. Submit an invoice for payment to the STATE. The invoice will be accompanied by the completed original DOT-820 daily form(s). The COUNTY may submit separate invoices for the spring and fall spraying, if the COUNTY desires to do so.
8. Supply the STATE with visible proof the spraying operations are effectively killing noxious weeds. If the spraying operations do not effectively kill the noxious weeds, the COUNTY will not be paid for that portion of the spraying operations the STATE determines were ineffective.

II. THE STATE will:

- A. Pay the COUNTY the actual costs for services as set out below. Payment will be made pursuant to itemized invoices submitted by the COUNTY, and accompanied by the required form DOT-820 Daily Pesticide Application Records.
- B. Reimburse the COUNTY for all labor required to satisfactorily complete the work contemplated by this Agreement based on the hourly rate per employee as stipulated in the attached Exhibit B.
- C. Reimburse the COUNTY for all pesticides and equipment required to satisfactorily complete the work contemplated by this Agreement based on the costs as stipulated in the attached Exhibit B.
- D. Furnish the COUNTY with form DOT-820 Daily Pesticide Application Records.

III. AMENDMENT PROVISION

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.

IV. TERMINATION PROVISION

Either party may terminate this Agreement by providing thirty (30) days' written notice to the other. If the COUNTY breaches any term or condition of this Agreement, the STATE may terminate this Agreement with or without notice. If the STATE terminates this Agreement due to the COUNTY'S default, the STATE may adjust any payment due to the COUNTY at the time of termination to cover any additional costs to the STATE due to the COUNTY'S default. Upon termination, the STATE may take over the work and may award another party an agreement to complete the work under this Agreement. If, after the STATE terminates for a default by the COUNTY, it is determined the COUNTY was not at fault, then the COUNTY will be paid for eligible services rendered and expenses incurred up to the date of termination.

V. FUNDING PROVISION

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, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

VI. INDEPENDENT CONTRACTOR PROVISION

While performing services under this Agreement, the COUNTY is an independent contractor and not an officer, agent, or employee of the STATE.

No employee of the COUNTY engaged in the performance of services required under this Agreement will be considered an employee of the STATE. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission by the COUNTY will be the STATE'S obligation or responsibility.

VII. EMPLOYEE STATUS PROVISION

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

VIII. COMPLIANCE PROVISION

The COUNTY will 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 will procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under the Agreement.

IX. INDEMNIFICATION PROVISION

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 performing services 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.

X. CONTROLLING LAW PROVISION

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.

XI. SEVERABILITY PROVISION

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.

XII. SUPERCESSION PROVISION

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 the subject matter.

XIII. 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.

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

Codington County, South Dakota

By: _____

Its: County Commission Chairperson

Date: _____

Attest:

County Auditor/Clerk

(COUNTY SEAL)

State of South Dakota
Department of Transportation

By: _____

Its: Secretary

Date: _____

Recommended By:

Construction/Maintenance Engineer

BID PROPOSAL

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		000I		171		i6e9	2305		
		000N		171		i6ea	2305		
		000P		171		i6ec	2305		

COUNTY: Codington BUDGET SOURCE: FY2021 Contract Maintenance

FEDERAL TAX ID NUMBER:

FINALS ENGINEER REVIEW REQUIRED: ☐ YES ☒ NO

REGION MATERIALS CERTIFICATION REQUIRED: ☐ YES ☒ NO

CERTIFIED INSPECTORS/TESTERS REQUIRED: ☐ YES ☒ NO

TO BE INSTALLED ON CM&P: ☒ YES ☐ NO

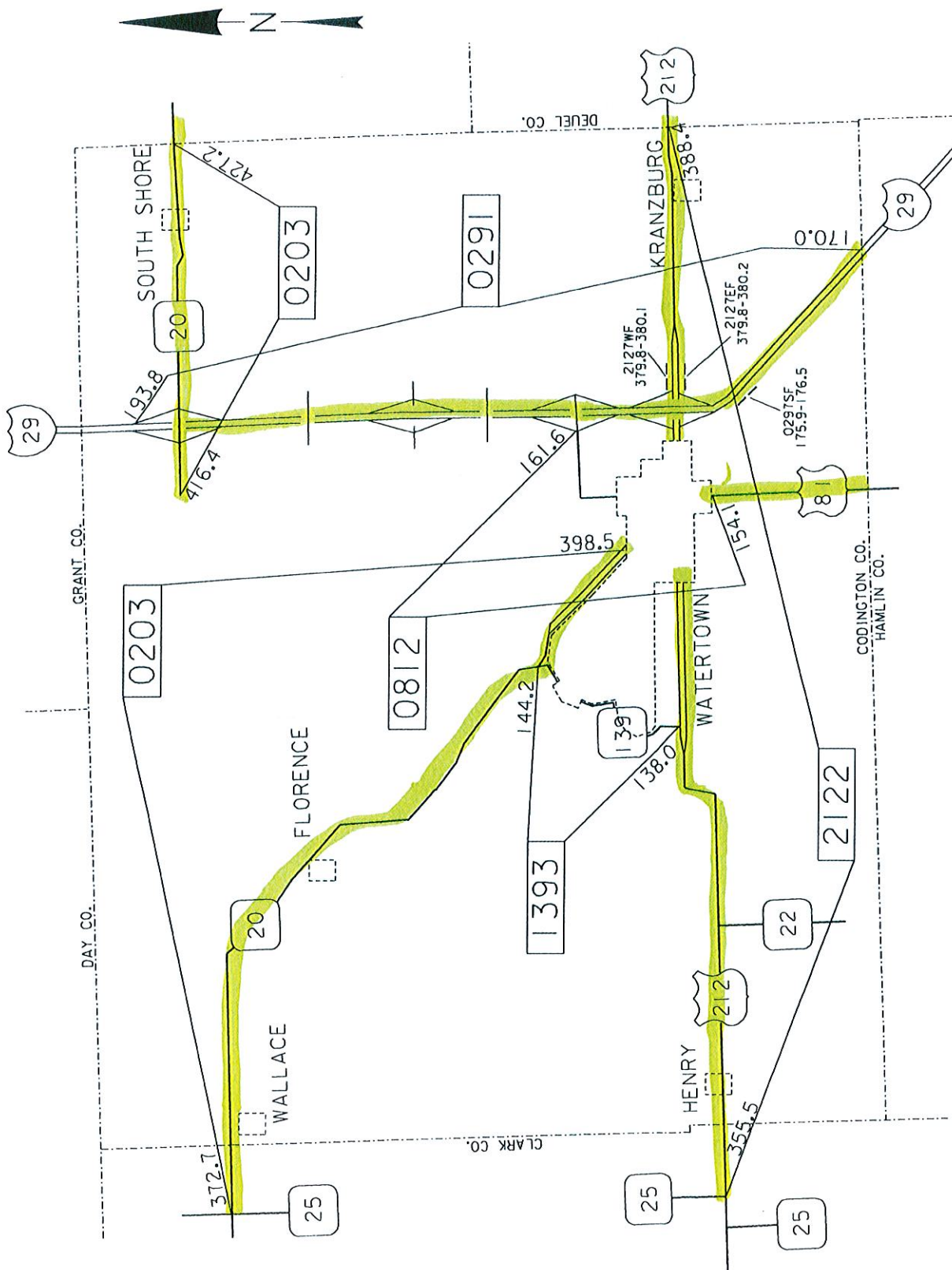
TYPE OF WORK: Weed Spraying

PURPOSE OF WORK: Control Noxious Weeds

LOCATION OF WORK: Within the jurisdictional areas of the Watertown Shop

ESTIMATE OF QUANTITIES AND COST:

[illegible]



176-WATERTOWN

CODINGTON COUNTY
WATERTOWN, SD 57201-3611

* * * * *

Invoice # / Description	Account #	From Budget	Amount
PAYMENT- 2021 FORD TRANSIT VAN	101 - 165.0 - 426.00	VETERANS SERVIC	12,119.00

TOTAL: 12,119.00

Claim Of:
DAV DEPT OF SOUTH DAKOTA

1519 W 51ST STREET
SIOUX FALLS, SD 57105

Amount Allowed: \$ 12119.00

<- 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 03/10/2021 .

Chairman / authorized agent

Authorized Official

Date

150366

Debra Menn

[Signature]

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME : <i>Julie Gallisath</i>		DATE: <i>3-8-21</i>
EFFECTIVE DATE: <i>3-1-21</i>	POSITION TITLE: <i>10</i>	DEPARTMENT: <i>CCDC</i>
CURRENT STEP: <i>5</i>	NEW STEP: <i>6</i>	
CURRENT PAY RATE: <i>(AH) 20.99 (E.I.)</i>	NEW PAY RATE: <i>(AH) 21.70 (E.I.)</i>	
REASONS FOR CHANGE: <i>Step increase</i>		

EMPLOYEE SIGNATURE *Julie Gallisath*

DEPARTMENT HEAD SIGNATURE *[Signature]*

DATE *3-8-21*

COUNTY COMMISSIONERS _____

DATE _____

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