

AGENDA
Codington County Board of Commissioners
Codington County Court House, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, August 17th, 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 August 17, 2021 agenda
5. Action to approve the August 10, 2021, minutes of the Board of Codington County Commissioner
6. Monthly reports
 - a. Facilities Manager
 - b. Highway Supt.
7. Action to approve a resolution for the sale of tax deed property
8. Action to authorize the Auditor to issue a quit claim deed for tax deed property sold on 8/10/2021
9. Opening of bids for corrugated metal culvers and action to award
10. Action to apply for LEMP (Local Emergency Management Performance) Grant funds
11. Discussion/review of proposed ordinances #75, #76, & #77, regarding medical cannabis
12. Discussion/possible action to pass a resolution to enact a ban on open burning
13. Action to approve claims for payment
14. Action to approve automatic budget supplements
15. Action to approve personnel changes
16. Action to approve travel requests
17. Public Notices – a possible quorum of Commissioners could be in attendance at
 - a. First District Assoc. Local Govts., “Meet the District”, 6:00 p.m., August 17, 2021
 - b. Sioux Valley Commissioner’s District meeting, August 18th in Redfield
18. Old Business
19. New Business
20. Open
 - a. Public Comments
 - b. Commission Comments
21. 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)
22. Action to adjourn until 9:00 a.m., Tuesday, August 24th, 2021; at the Codington County Court House

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 Court House
14 1st Ave SE**

August 10, 2021

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, August 10, 2021, at the Codington County Court House. Commission members present were: Charlie Waterman, Myron Johnson, Troy VanDusen, and Brenda Hanten; Commissioner Lee Gabel was present via Zoom; Chair Hanten presiding. Auditor, Cindy Brugman, 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 August 10, 2021 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of the August 3, 2021 meeting of the Codington County Commissioners; all voted aye; motion carried.

TAX DEED PROPERTY AUCTION

The Board held a public auction, as previously advertised, for one parcel of land taken by tax deed proceedings. Commissioner VanDusen conducted the live bid auction and the following bid was received:

Parcel #	Bidder	Bid Amount
5275	Alan Keller	\$165.00 plus \$30.00 recording fee

Alan Keller, Wallace, SD, was determined to be the successful bidder for this parcel. The Board will take action to approve the sale and issue a quit claim deed to the successful bidder at their August 17, 2021, meeting.

MONTHLY REPORTS

Auditor, Cindy Brugman, reported that in addition to normal monthly duties the office will begin calculating property tax levies, for taxes payable in 2022, later this month, along with reporting property tax growth to the SD Dept. of Revenue. **Director of Equalization, Shawna Constant**, reported her office continues to work on new sales splits and plats along with the re-appraisal of property in Lake, Rauville and Richland Townships. **Welfare Director, Sara Foust**, provided the Board with the following data/information for the month of July: 52 unique individuals were served; 76 calls & visits; clients by program – 37 Cares, 26 County, and 13 ICAP; 20 referrals to other agencies; CARES/ERA – 155 first round applications, 81 hours with a reimbursement of \$4,075.00; ICAP – 49.5 hours. The Welfare Director also reported on office and services, Welfare services, and systems of care meetings/planning. The Welfare Office now has personal care kits for individuals upon release from the Codington County Detention Center.

UPDATED WELFARE GUIDELINES

Welfare Director, Sara Foust, provided the Board with an update of “Poor Relief Guidelines” for Codington County. The Board reviewed the updates and it was noted several items need to be clarified before final approval.

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 July, 2021, all present voted aye; motion carried.

Cash on hand	\$ 10,528.22
Checks in Treasurers' possession	
less than 3 days	\$ 96,673.82
Credit Card Charges	\$ 12,198.13
Cash Items	\$ 508.20
TOTAL CASH ASSETS ON HAND	\$ 119,908.37
RECONCILED CHECKING	
Great Western Bank Checking (Memorial Park)	\$ 1,000.00
Reliabank Dakota	\$40,492,530.91
INVESTMENTS	
SD Public Funds Investment	\$ 7,254.43
TOTAL CASH ASSETS	\$40,620,693.71
General Ledger Cash Balance by Funds:	
General	\$17,058,946.45
General restricted cash	\$ 500,000.00
Sp. Revenue	\$ 21,914,213.21
Custodial	\$ 1,147,534.05
(schools 159,702.90, townships 117,851.31; city/towns 51,999.27)	
TOTAL GENERAL LEDGER CASH	\$40,620,693.71

The Board noted Register of Deeds fees in the amount of \$52,358.20 were collected in the month of July 2021.

SURPLUS EQUIPMENT

Motion by Johnson, second by Gabel, to declare the following equipment surplus to be destroyed, per a request from Sheriff Howell: HP Laserjet printer s/n CNCCF510HM and Swintec typewriter s/n A0Y300096; all voted aye; motion carried.

CLAIMS

Motion by VanDusen, second by Johnson, to approve the following claims for payment; all voted aye; motion carried: 2ND STREET STATION 717.00 CONF, A-OX WELDING 20.35 SUPPLIES, MICHAEL AADLAND 13.36 JURY, ACCREDITATION, AUDIT AND 150.00 SVC, A&B BUSINESS SOLUTIONS 1.48 SUP, ADVANTAGE GRAPHICS 2100.00 EQUIP, AGTERRA TECHNOLOGIES, INC 70.00 SVC, ALCOHOL MONITORING SYSTEMS 549.80 SVC, JACOB ALTHOFF 10.84 JURY, JEFFREY ARGO 25.00 CELL, ASPEN TREE SERVICES, LLC 1750.00 REP, AUSTIN LAW OFFICES 10797.30 SVC, AVERA OCCUPATIONAL MEDICINE - 78.50 REPAIRS/MAINT., ALISON BAKKEN 40.00 CELL, BANNER ASSOCIATES, INC 10440.07 REPAIRS/MAINT., BOB BARKER CO. 1000.16 SUP, DEREK BARTON 10.00 JURY, BATTERIES UNLIMITED 119.99 SUP, BEACON CENTER 1000.00 PMT, HALLEY BECKING 158.80 JURY, ALLEN BENCK 25.00 CELL, DONNIETTA BERNARD 14.20 JURY, JULIANNE BIEVER 11.68 JURY, BRYAN BLEEKER 25.00 CELL, BORNS GROUP 2487.90 POST, SUZANNE BORNS 14.20 JURY, BOYS & GIRLS CLUB 1541.67 PMT, JANET BRAGE 111.76 JURY, VERNON BRENDEN 10.84 JURY, BROWN CLINIC PLLP 798.00 SVC, ALICE BRUNS 10.84 JURY, BUILDING SPRINKLER INC 379.45 REP, BURNS LAW OFFICE 3000.00 SVC, CLAY BUSSKOHL 22.60 JURY, BUTLER MACHINERY 527.54 REPAIRS/MAINT., JOHN BUTTERBRODT 101.68 JURY, BLAIR BYER 31.00 JURY, MEGAN BYER 54.20 JURY, JEFF CASE 25.00 CELL, CENTURYLINK 696.20 UTIL, RYAN CHING 12.52

JURY, DARRIN CHRISTENSEN 54.20 JURY, CLUBHOUSE HOTEL & SUITES-PIERR 152.12 TRAVEL & CONF., CODINGTON COUNTY SHERIFF 110.00 REIMB, CODINGTON TREASURER PETTY CASH 192.75 SUP, COLE PAPERS, INC. 2400.18 SUP, COLE'S PETROLEUM 14957.18 SUPPLIES, ERIN COMES 22.60 JURY, CONNECTING POINT COMPUTER CENT 21484.15 REP, CONNECTING POINT 35.00 REPAIRS/MAINT., SHERRY CONRAD 11.68 JURY, CONSOLIDATED CORRECTIONAL 13868.97 SUP, CRAWFORD-OSTHUS FUNERAL CHAPEL 2575.00 SVC, CREDIT COLLECTIONS BUREAU 1396.95 PMT, CREDIT COLLECTIONS BUREAU 190.21 PMT, CULLIGAN WATER CONDITIONING 141.75 SUP, ROBERT DAHL 10.84 JURY, BRYCE DAHLE 52.52 JURY, JENNIFER DAHLE 103.36 JURY, DAKOTA SCUBA 477.90 SVC, MATTHEW DARGATZ 25.00 CELL, CARA DAVIES 10.84 JURY, LORI DEUTSCH 143.36 TRAVEL & CONF., JAMIE DOLEN 25.00 CELL, DUININCK INCORPORATED 284757.60 OTHER IMPROVE., EBERTS PROPERTIES, LLC 595.00 RENT, MYRON EIDSNESS 27.64 JURY, EIGHT TEN PROPERTIES, LLC 1740.00 RENT, ELITE DRAIN & SEWER 175.00 REP, ENGELSTAD ELECTRIC CO. 513.21 REP, MARIA ESCAMILLA 40.00 CELL, WILLIAM EUBANK 55.88 JURY, BENJAMIN EVEN 13.36 JURY, RANDALL G. FALVEY 25.00 CELL, FARNAMS GENUINE PARTS 494.55 SUPPLIES, RICHARD FEDT 10.84 JURY, FISHER SAND & GRAVEL CO. 1026.63 SUPPLIES, FLINT HILLS RESOURCES 118446.81 SUPPLIES, FLORENCE FIRE DEPT 5304.78 PMT, TOWN OF FLORENCE-PEGGY LINDAHL 78.20 UTILITIES, ALLISON FORBUSH 40.00 CELL, COURTNEY FORTIN 51.68 JURY, SARA FOUST 274.48 TRAV, KARIN FREIWALD 101.68 JURY, BECKY FRYSLIE 108.40 JURY, DAVID FUCHS 51.68 JURY, BRANDY GILLILAND 10.84 JURY, GLASS PRODUCTS INC. 675.00 REP, TONI GOODALL 66.80 JURY, GRAINGER 340.78 REP, GREAT AMERICA FINANCIAL SVC 246.22 RENT, GREEN, ROBY, OVIATT, 5301.76 SVC, WILLIAM GRIPENTROG 50.84 JURY, JUSTIN HALAJIAN 25.00 CELL, CRYSTAL HANSON 103.36 JURY, BRENDA HANTEN 1732.38 TRAV, DEBRA HARTLE 103.36 JURY, RICK HARTLEY 40.00 CELL, RON HARTLEY 25.00 CELL, DAVID HEDDING 25.00 CELL, ELIZABETH HENRICKS 110.08 JURY, KELLI HENRICKS 20.08 JURY, HENRY FIRE DEPT 2916.84 PMT, TOWN OF HENRY 151.31 UTILITIES, KENNETH HESSLER 11.68 JURY, DANIEL HICKEL 10.84 JURY, HILLYARD/SIOUX FALLS 1219.20 SUP, RICK HOLINKA 25.00 CELL, HOMETOWN BUILDING CENTER 142.50 SUPPLIES, LARRY HOWARD 20.00 CELL, CHERI HOWELL 54.00 TRAV, ARSENIA HULFORD 26.80 JURY, HUMAN SERVICE AGENCY 100.00 SVC, HYVEE #1871 ACCTS RECEIVABLE 1371.17 SUP, I STATE TRUCK CENTER 23.23 REPAIRS/MAINT., TERRY INGALLS 40.00 WIT, INTERLAKES COMMUNITY ACTION 1362.67 SVC, RODNEY IVERSON 12.52 JURY, RICK JACOBSON 105.04 JURY, DAVID JANSSEN 31.00 JURY, CHRISTIAN JENSEN 478.80 SVC, JOHN DEERE FINANCIAL 286.18 REPAIRS/MAINT., BRANDON JOHNSON 12.52 JURY, JOHNSON CONTROLS, INC. 873.34 REP, DARYL JOHNSON 10.84 JURY, STEVE JOHNSON 230.80 TRAV, DESIREE JONES 10.84 JURY, CHERYL JONGELING 18.40 JURY, JURGENS PRINTING 138.00 SUP, JUSTICE FIRE & SAFETY 231.00 REP, JULIE KALAHAR 11.68 JURY, MITCHELL KALLHOFF 25.00 CELL, HOLLY KANNAS 26.80 JURY, MICHELE KARPINSKE 103.36 JURY, MARK KATTERHAGEN 12.00 SVC, ANGELA KELLY 10.00 JURY, KIMBALL MIDWEST 270.84 SUPPLIES, MITCHELL KLEIN 12.52 JURY, RHYAN KOCH 14.20 JURY, MITCHELL KOEHN 10.84 JURY, RICHARD KOHN 25.00 CELL, DIANA KONRADI 11.68 JURY, ALAN KRANZ 11.68 JURY, JEFFREY KUEHN 15.88 JURY, KELLI LARDY 102.00 SVC, JENNIFER LEBLANC 10.84 JURY, KARI LEE 31.00 JURY, MICHAEL LEE 140.32 JURY, RODNEY LENNING 10.84 JURY, ERIN LENZNER 386.31 REIMB, LEWNO LAW OFFICE 156.51 SVC, PEGGY LINDAHL 26.80 JURY, DARCY LOCKWOOD 12.00 SVC, SETH LORTON 11.68 JURY, CHARLENE LOTERBAUER 11.68 JURY, STEVEN LOWRY 40.00 CELL, DEBORAH LUKONEN 116.80 JURY, SHEILA MAAG 20.08 JURY, MYRON MAASS 10.84 JURY, CAPITOL ONE TRADE CREDIT 129.43 SUP, CAPITOL ONE TRADE CREDIT 306.10 SUPPLIES, MACKSTEEL WAREHOUSE, INC. 125.77 SUP, MAINSTREAM REALTY 650.00 RENT, NICHOLE MARK 53.36 JURY, MATHESON TRI-GAS INC. 219.13 SUPPLIES, RUSSELL MATHEWS 40.00 CELL, TIMOTHY MCELHANY 50.84 JURY, PAUL MCINTIRE 52.52 JURY,

TINA MEIER 10.84 JURY, MENARDS 969.45 SUP, MENARDS 124.74 SUPPLIES, MEND
 CORRECTIONAL CARE 14487.57 SVC, DALLAS MESEBERG 103.36 JURY, MIDCONTINENT
 COMMUNICATIONS 440.02 UTIL, KATHERINE MIELITZ 10.84 JURY, ANDREA MILLER 13.36
 JURY, BEVERLY MILLER 13.36 JURY, DANIEL MILLER 15.88 JURY, KAREN MILLER 10.84
 JURY, MOE OIL COMPANY 97.26 SUPPLIES, SHEILA MOEHRING 11.68 JURY, MARIA
 MOELLER 12.52 JURY, JULIA MOES 22.60 JURY, KATHLEEN MOES 62.60 JURY, MICHAEL
 MORGAN 40.00 CELL, ALOYSIUS MOSZER 11.68 JURY, MULTI BUSINESS SOLUTIONS INC
 6500.00 SVC, MUNICIPAL UTILITIES 19236.77 UTIL, MUNICIPAL UTILITIES 353.78 UTILITIES,
 MICHAEL MURPHY 13.36 JURY, DANIEL NELSON 10.00 JURY, NEWMAN TRAFFIC SIGNS
 4312.73 SUPPLIES, SHAWN NILLS 40.00 CELL, TAMARA NOGELMEIER 10.00 JURY,
 NORTHERN CON-AGG 7477.32 SUPPLIES, NORTHERN SAFETY TECHNOLOGY 1081.40
 EQUIP, AMY OBERNAUER 11.68 JURY, CLAUDIA OBRIEN 10.84 JURY, DONALD OBRIEN
 10.84 JURY, OFFICE PEEPS, INC. 2897.41 SUP, KRISTA OLESON 105.04 JURY, JERROD OLSON
 40.00 CELL, LARRY OLSON 10.84 JURY, OTTERTAIL POWER CO, 43.44 UTILITIES, BRITTNY
 PAGE 20.00 JURY, MICHELLE PEDERSON 40.00 CELL, PENNINGTON COUNTY JAIL 316.12
 TRAV, PHARMCHEM INC 228.40 SUP, PITNEY BOWES 161.48 SUP, PMB 0112 260.81 UTIL,
 POMP'S TIRE SERVICE, INC. 458.01 SUPPLIES, PPWIX WEBSITE SERVICES 360.00 SVC,
 PRAIRIE LAKES HEALTH CARE CENT 4822.76 SVC, THOMAS PRICE INC 2400.00 SVC, PRINT
 'EM NOW 649.00 SUP, DENISE RAGELS 10.84 JURY, RAMKOTA HOTEL 707.00 TRAV,
 MICHELLE RAML 52.52 JURY, ANJALI A RANADIVE 1750.00 SVC, ELIZABETH RANDALL
 10.84 JURY, JEROME REDLIN 10.00 JURY, REDWOOD TOXICOLOGY LABORATORY 1777.50
 SUP, ADAM REEVES 40.00 CELL, REBECCA MORLOCK REEVES 40.00 CELL, REILLY REPAIR
 INC 399.82 REP, NANCY REISHUS 11.68 JURY, ANDREW RESEN 133.60 JURY, WILLIAM
 RIEFFENBERGER 11.68 JURY, MARVIN RINEHART 18.40 JURY, ROBYN RITER 25.00 CELL,
 GUSTAVO RODRIGUEZ 10.84 JURY, RON'S SAW SHOP 151.52 REP, ROSENBAUER SOUTH
 DAKOTA 86.43 SUP, TERESA ROWLAND 50.00 JURY, RUNNINGS 587.74 SUP, RUNNING
 SUPPLY INC. 21.54 REPAIRS/MAINT., DAWN RUSSELL 2097.60 SVC, SANFORD HEALTH
 894.00 SVC, DEAN SCHAEFER COURT REPORTING 30.00 SVC, TREVER SCHIMMEL 40.00
 CELL, JARON SCHLECHTER 12.52 JURY, RICHARD SCHLIESMAN 101.68 JURY, AARON
 SCHMILLEN 52.52 JURY, ANDREW SCHULTZ 13.36 JURY, BRAD SCHWINGER 25.00 CELL, SD
 ATTORNEY GENERAL'S OFFICE 3058.00 PMT, SD DEPARTMENT OF HEALTH 1720.00 SVC, SD
 DEPT OF LABOR & REGULATIONS 767.00 PMT, SD DEPARTMENT OF PUBLIC SAFETY
 2700.00 MAINT, SOUTH DAKOTA DEPT. OF TRANSPOR 282.63 REPAIRS/MAINT., S.D.
 FEDERAL PROPERTY 106.00 SUP, SD STATE TREASURER 678926.15 AUGUST REMITTANCE,
 SDACC 1295.00 REG, SDACO 1018.00 PMT, SDN COMMUNICATIONS 1363.51 UTIL, SD PUBLIC
 ASSURANCE ALLIANCE 915.39 REPAIRS/MAINT., MELISSA SEARS 40.00 CELL, SECURUS
 TECHNOLOGIES 4418.40 SUP, HEIDI SELCHERT 40.00 CELL, SHIRTS IN THE WORKS 429.00
 SUP, SIOUX RURAL WATER SYSTEM 50.00 UTILITIES, SIOUX VALLEY COOP 5760.67 SUP,
 SIOUX VALLEY COOP 380.79 SUPPLIES, TRAVIS SITTER 14.20 JURY, BREANNA SOLBERG
 11.68 JURY, LYNN SOLBERG 40.00 CELL, BRENT SOLUM 40.00 CELL, TOWN OF SOUTH
 SHORE 66.00 UTILITIES, SOUTH SHORE FIRE DEPT 4543.44 PMT, DEBRA SOUTHWICK 31.00
 JURY, JARETT SPIERING 11.68 JURY, SPINK COUNTY 60.00 PMT, KIMBERLY SPURGIN 11.68
 JURY, KERRY STAGER 11.68 JURY, STEVE STAHLKE 25.00 CELL, STAR LAUNDRY 2788.28
 SUP, STAR LAUNDRY 105.12 SUPPLIES, JAIME STARZL 51.68 JURY, KARISTA STEIN 18.40
 JURY, ROBIN STOLTMAN 20.00 WIT, DORIS STOWE 101.68 JURY, LINDSEY STRICHERZ 54.00
 TRAV, JACOB SUTTEN 15.04 JURY, SUTTON LAW OFFICE PC 17916.67 SVC, SCOTT
 SWANSON 25.00 CELL, REGAN TAECKER 125.20 JURY, KIMBERLY THOMPSON 71.00 JURY,
 LEANN THOMPSON 10.84 JURY, THOMSON REUTERS-WEST 1049.60 SUP, PRODUCTIVITY
 PLUS ACCOUNT 1043.50 REPAIRS/MAINT., DOUGLAS D. TORSTENSON 25.00 CELL, JAMES
 TORSTENSON 54.00 TRAV, CHARLOTTE TROSKA 10.84 JURY, TRUENORTH STEEL 4830.00
 SUPPLIES, TRACTOR SUPPLY 299.99 REPAIRS/MAINT., DELBERT TSCHAKERT 140.32 JURY,

TWO WAY SOLUTIONS, INC 159.99 EQUIP, SELENA URBAN 10.84 JURY, WADE UREVIG 10.00 JURY, BRADY VALBERG 105.04 JURY, VAN DIEST SUPPLY COMPANY 10860.00 SUP, HEATHER VANORNY 10.84 JURY, TYLER VARNS 40.00 CELL, VAST BUSINESS 79.99 UTIL, VAST BROADBAND 69.95 UTILITIES, VERIZON WIRELESS 1489.95 UTIL, GREAT WESTERN BANK 200.00 PMT, GREAT WESTERN BANK 263.98 PMT, GREAT WESTERN BANK 54.00 PMT, GREAT WESTERN BANK 12.75 PMT, GREAT WESTERN BANK 279.50 TRAVEL & CONF., MARLONIE VOGELSANG 25.00 CELL, STEVEN VOGT 50.84 JURY, JOSHUA VOLKART 50.84 JURY, GAIL WAHL 3000.00 PMT, WALLACE FIRE DEPT 1688.26 PMT, WALMART - CAPITAL ONE 132.92 SUP, WARREN WALTER 10.84 JURY, TODD B WARNE 40.00 CELL, WATERTOWN AMBULANCE 250.00 SVC, WATERTOWN CITY FINANCE OFFICE 106776.26 PMT, WATERTOWN LAWN & GARDEN 512.25 REP, WATERTOWN PUBLIC OPINION 4876.04 PUB, KOLTEN WEBER 59.24 JURY, WILLIAM WEBER 12.52 JURY, LORNA WHITTED 125.20 JURY, JON WILEY 53.36 JURY, RHONDA WINE 22.60 JURY, WATERTOWN LANDFILL 11.03 MAINT, WW TIRE SERVICE INC 1034.16 REP, YANKTON CO. SHERIFF 50.00 SVC, SHANE YOST 40.00 CELL, AMY YOUNG 50.84 JURY, MICHAEL ZAFFT 103.36 JURY, PATRICIA ZEMLICKA 118.48 JURY, TRAVIS ZIRBEL 11.68 JURY.

OPEN BURNING

Emergency Management Director, Jamie Torstenson, provided the Board with recent rainfall data within the County. The Board determined a ban on open burning is not required at this time based on the Emergency Management Director's report.

PERSONNEL CHANGE

Motion by Johnson, second by VanDusen, to approve a temporary increase of 10 hours per week, no change in status, for the Welfare Assistant, due to an increase in client activity/workflow; all voted aye; motion carried.

TRAVEL REQUESTS

Motion by Gabel, second by Waterman, to approve travel requests from the Auditor, Treasurer, Register of Deeds, Welfare Director, and Highway Supt., to attend the annual conference for County officials; all voted aye; motion carried.

SCOTT MARTENS' PROPERTY

Property owner, Scott Martens, met with the Board to discuss property he owns in Elmira Township. Mr. Martens is seeking clarification on what he is allowed and not allowed to do with this property. Chair Hanten will meet with Mr. Martens and the Zoning Officer for further clarification on this matter.

EXECUTIVE SESSION

Motion by Gabel, second by VanDusen, to enter into executive session at 10:00 a.m., to discuss a personnel issue; all voted aye; motion carried. The Board returned to regular session at 10:33 a.m., no action was taken. Human Resource Representative, Natalie Remund, was present for executive session.

ADJOURNMENT

There being no further business to come before the Board a motion was made by Waterman, second by Gabel, to adjourn at 10:33 a.m., until 9:00 a.m., Tuesday, August 17th, 2021; all voted aye; motion carried.

ATTEST:

Cindy Brugman

Codington County Auditor

Codington County, 10 August 2021

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 \$_____

RESOLUTION 2020-25

APPROVING THE SALE OF COUNTY LAND ACQUIRED BY TAX PROCEEDINGS

WHEREAS, PURSUANT TO DIRECTION FROM the Board of County Commissioners of Codington County, South Dakota, the County Auditor did heretofore offer for sale the hereinafter described real property belonging to said County, which was acquired by said County by tax deed, and

WHEREAS, it now appears from the said County Auditor's report of sale on file herein and from the proof of publication of Notice of Sale attached to said report and on file herein that all the proceedings necessary to a legal sale have been completed and the following have offered the following price for the following described real property to-wit.

<u>DESCRIPTION</u>	<u>PURCHASER</u>	<u>PRICE</u>
Lots 5 and 6, Block 15 Wallace Village Record #5275	Alan Keller	\$165.00

Which full amount of the purchase price has been deposited with the County Treasurer;

NOW THEREFORE, be it and it hereby is resolved by the Board of County Commissioners of Codington County, South Dakota in regular session on the 17th day of August, 2021, that the sale of said premises to the above be and the same is hereby approved and the Chairman of the Board of County Commissioners of said Codington County, South Dakota is hereby authorized and directed to execute and the County Auditor to attest Quit Claim Deeds to said real property in the name of said County, and deliver said Quit Claim Deeds to said purchasers conveying to said purchasers all of the right, title, and interest of said County therein.

Dated this 17th day of August, 2021

Motion by , second by , to approve the above and foregoing resolution, all members present voted aye; motion carried.

Brenda Hanten, Chair

ATTEST:

Cindy Brugman, Auditor

NOTICE TO BIDDERS

Notice is hereby given that the Board of Commissioners of Codington County, South Dakota, will receive bids up to 9:00 AM in the morning on Tuesday, August 17, 2021 at the office of the Codington County Auditor, 14 First Avenue SE, Watertown, South Dakota 57201, for the following:

Items to be furnished during the period from August 18, 2021 to February 28, 2022.

All items to be delivered to locations within Codington County as required by the County Highway Department.

1. Corrugated Metal Pipe

GENERAL NOTES: All materials shall meet the Standard Specifications for Roads and Bridges of the South Dakota Department of Transportation. Certification shall be provided on all bid items stating that they meet or exceed the standard specifications when the Codington County Highway Department requests such certificates. Tax exempt certificates will be furnished by Codington County.

A bid bond or certified check will be waived as provided by S.D.C.L. 5-18-6.1

By virtue of statutory authority, preference will be given to materials produced or supplies that are found, produced or manufactured within the State of South Dakota.

The Board of Commissioners reserves the right to reject any or all bids.

Dated this 3rd day of August, 2021

ATTEST

	
County Auditor	Chairman, Board of Commissioners



August 1st, 2021

Codington County Commission
14 1st Ave, SE
Watertown, SD 57201-3611

Dear Codington County Commission,

The South Dakota Office of Emergency Management operates a grant program that provides financial support to counties emergency management program. This program is called the Local Emergency Management Performance Grant (LEMPG). It is a grant program that has its lineage from the FEMA's Emergency Management Performance Grant (EMPG).

We are sending this grant package to all 66 counties in the state. Since this is an annually renewing grant, we need to provide information on the grant to all counties whether they have participated in the grant before or not. Counties can take part in the grant or leave the grant as they so choose on an annual basis.

The LEMPG provides a single funding, operating, and reporting instrument for the accomplishment of activities and products. The Agreement acknowledges the LEMPG applies to preparedness for natural and man-made disasters.

The 2022 Local Emergency Management Performance Grant Sub-Recipient Agreement is comprised of the main agreement and four exhibits; Exhibit A which describes the grant, Exhibit B which describes terms and conditions that apply to the grant, Exhibit C which identifies work topic areas under the LEMPG, and Exhibit D the Administrative Manual which provides administrative instructions and definitions. The main agreement includes Section 25 which identifies general requirements which must be completed by the end of the contract. Exhibit B is derived from Federal requirements of FEMA's Emergency Management Performance Grant (the grant the LEMPG funds are awarded from). Entities receiving funds from this grant must abide by all Terms and Conditions outlined in this Exhibit. Exhibit C identifies topic areas that all reimbursed positions must participate in and which should be reported on a monthly basis and submitted quarterly.

If you wish to take part in the 2022 LEMPG program, please sign the 2022 Local Emergency Management Performance Grant Agreement and return the signed signature to your assigned Regional Coordinator by September 30, 2021. If you do not wish to participate, please have your emergency manager contact their Regional Coordinator by email so we have verification from you. We will notify you when we receive our EMPG award in the spring/summer of 2022 and are able to provide reimbursement payments.

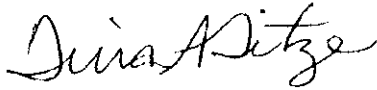
An option we are offering this year is to receive a digital copy of this agreement and the ability to execute

the contract electronically through Adobe Sign. Digital signatures are allowed under SDCL 53-12 and our intent is to move to electronic execution of this contract next year. This year it is voluntary. The benefits of utilizing Adobe Sign are a much quicker turnaround time in completion of signing the contract and efficiencies in handling. If you would like to participate in digitally signing this agreement this year, please contact your Regional Coordinator and we will get the agreement sent to you ready for digital signature.

Note to the County Auditor:

The SLA grant is provided to counties to pay for 50% of the emergency management director's salary and benefits accrued as a result of maintaining the office of the director. This is an ongoing grant with a Catalog of Federal Domestic Assistance number of 97.042. This grant and any other associated with the South Dakota Office of Emergency Management is to be accounted for within fund 226.

Sincerely,

A handwritten signature in black ink, appearing to read "Tina A. Titze". The signature is fluid and cursive, with the first name "Tina" being more prominent.

TINA A. TITZE
Director

cc: County Auditor (letter only)
Emergency Manager (electronic copy)

Attachments: 2022 LEMPG Grant Package

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2022 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement
Between**

Codington County Commission
14 1st Ave, SE
Watertown, SD 57201-3611

State of South Dakota
Department of Public Safety
Office of Emergency Management
221 South Central Avenue
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) is included in Exhibit A and is incorporated herein. In the event of a change in the award or funding source, the information included in Exhibit A may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

The Sub-Recipient will undertake, complete, and report as necessary to their Regional Coordinator the work or performance as described in Section 25, General Requirements, of this agreement. 100% of all activities identified in this contract must be completed. The Sub-Recipient must report on a quarterly basis, all activities performed in Exhibit C.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of county emergency management program support referred to as the Local Emergency Management Performance Grant (LEMPG). As a condition of this award, you are required to contribute a cost match of non-Federal funds in the amount of 50% of salary, benefits, and required training costs. Counties with population under 19,000 will be eligible to be reimbursed up to 50% for one emergency manager. Counties with population over 19,000 will be eligible to be reimbursed up to 50% for two emergency managers. This reimbursement is by position, not FTE equivalent. Counties with a population over 100,000 will be reimbursed up to 50% for three employee's as long as all three have an active role in completing LEMPG requirements. Additional information is detailed in Exhibit A.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-

party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. The closeout of this agreement does not affect the State's responsibility to monitor beyond the performance period end date. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report. Records for real property and equipment must be retained for 3 years after final disposition.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor

General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION:

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

(A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;

(B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;

(C) An effective internal control system is employed by the recipient's or sub-recipient's organization;
and

(D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency, they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publically post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT:

For purposes of this agreement, grant closeout will commence with the submittal of the 4th Quarter report by the sub-recipient. Program staff will review this final report, verify that all conditions and work items have been completed, and submit final monitoring information in the Work Plan Matrix. Final payment will only be processed if all conditions of this grant are completed. Receipt of final payment by the sub-recipient will constitute closeout of this agreement.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award; and any additional provisions found in Exhibit B.

11. COST PRINCIPLES:

Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Sub-Recipient may only terminate this Agreement if no grant funds under this Agreement have been expended. If this Agreement is terminated for any reason and the project is only partially complete, the Sub-Recipient may be required to repay all grant funds paid under this Agreement to the State.

13. FUNDING:

This Sub-Recipient 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 the law or federal funds reduction, this Agreement will 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.

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto. Any assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

15. CONTROLLING LAW:

This Sub-Recipient Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principals. Federal law, administrative rules, and grant guidelines control the use and administration of federal grants. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION:

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 herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing.

19. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient may use contractors to perform work under this Agreement as set forth in Section C. The Sub-Recipient may not sub-grant funds under this Agreement without the previous written approval of the State.

The Sub-Recipient will include provisions in its contracts for this project (or sub-grants if approved) requiring its contractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its contractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any contractors and/or sub-recipients. The Sub-Recipient is required to assist in this process as needed.

20. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services under this Agreement.

21. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

22. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination. Termination of this Agreement for any reason by either party does not relieve the Sub-Recipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Sub-Recipient identifies that it may not be able to complete a Workplan item or other requirement contained herein within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension prior to the deadline. If no request for an extension is received prior to the deadline, and the Workplan item or other requirement is not completed, all funds awarded under this Agreement for that quarter will automatically de-obligate and be available to other sub-recipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

24. LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT (LEMPG) PURPOSE:

The South Dakota Office of Emergency Management (SDOEM) LEMPG provides a single funding, operating, and reporting instrument for the accomplishment of agreed upon activities and products under the included performance activities to justify local funding assistance. The Agreement, in particular, acknowledges that Preparedness, Mitigation, Response, and Recovery activities apply to and are required for natural, manmade, and technological disasters in South Dakota.

25. GENERAL REQUIREMENTS:

ADMINISTRATION

- Submit a quarterly financial report in WebEOC no later than 30 days after the end of each quarter.
- Document all activities performed by your jurisdiction as they relate to the five areas of Administration, Preparedness, Mitigation, Response, and Recovery that are above and beyond the other items listed in Section 25. Reporting of all activities encompassed by these areas on the Workplan Reporting form should be completed monthly and shall be submitted quarterly (due 30 days after the end of each quarter).
- Complete the NIMS spreadsheet by July 1.
- Meet with your Regional Coordinator quarterly.
- Complete surveys, assessments, other grant requirements, etc. as requested by the State.

- Serve as the County Point of Contact for purposes of equipment monitoring for the EMPG and Homeland Security Grant programs conducted by DPS.
- Provide the State with working email, work phone, cell phone, and home contact information for the county emergency manager and an alternate contact.
- Complete the Local Capabilities Assessment for Readiness (LCAR) with your Regional Coordinator by December 31st.

Training

- All emergency management staff positions supported by LEMPG funding must comply with training and exercise requirements identified in the LEMPG Workplan.
- New county emergency management staff: If you are a new county emergency management staff member (this Federal Fiscal Year (FFY) will be your first full year as an emergency management staff member), the following classes must be completed by the end of the FFY (note that IS classes can be taken online):
 - Complete the following Incident Command System courses:
 - IS-100, IS-200, ICS-300, IS-700, and IS-800. (To be completed within 12 months of hire.)
 - Complete the EM 101 & EM 102 course. (To be completed within 12 months of hire.)
 - Complete Incident Command System courses ICS-400. (To be completed within 24 months of hire.)
- The following courses are required for all county emergency management staff. Regional Coordinators will work with new county emergency management staff members to have the following training completed within 2 years of hire. (Note that IS classes can be completed online.)
 - Complete the FEMA Professional Development Series (PDS) or the National Emergency Management Basic Academy and upload a copy of your Emergency Management Institute (EMI) certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
 - Complete the EM 103 course. (To be completed within 24 months of hire.)
 - Complete the Homeland Security Exercise and Evaluation Program (HSEEP) course and upload documentation of completion in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
- The following courses are required for all county emergency management staff. Regional Coordinators will work with new county emergency management staff members to have the following training completed within 6 years of hire. (Note that IS classes can be completed online.)
 - Complete the FEMA Advanced Professional Series (APS) and upload a copy of your EMI certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 6 years of hire.)
- The following is required for all county emergency management staff. Regional Coordinators will work with county emergency management staff members who are required to complete the following training.
 - Complete a minimum of 1 approved classroom course offered by OEM for continuing education. Upload a copy of your certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed by end of performance period)

PREPAREDNESS

Threats and Hazards Identification

- Complete or update a THIRA for your county jurisdiction as required. This objective can be met by completing the SD Homeland Security THIRA. (Currently required once every three years)

Planning

- Conduct an annual Local Emergency Operations Plan (LEOP) review with stakeholders and county commissioners so it is comprehensive and current. As part of this review, review and update shelters and Disaster Response and Recovery (DRRI) facilities for your jurisdiction. These facilities and their capabilities should be an attachment to your Mass Care Annex. Documentation of the attendees of the meeting will be reported to the Regional Coordinator and uploaded in WebEOC following the meeting. Upload a new electronic copy of the LEOP to your County Plans board in WebEOC.

Resource Management & Logistics

- Update jurisdictional resource inventory within the Comprehensive Resource Management & Credentialing system (CRMCS) and ensure resources conform to Homeland Security resource typing and naming standards. This update requires county owned equipment to be updated. Other response resources owned by municipalities and other response organizations is highly recommended to include in this update.
- Credential emergency response personnel in your jurisdiction using the Comprehensive Resource Management & Credentialing system (CRMCS). This update requires county employed personnel to be updated. Other emergency responders employed by municipalities and other response organizations is highly recommended to include in this update.

Operational Coordination

- Identify and maintain primary and alternate EOC facilities. Evaluate the facilities capabilities to make planned improvements as possible.
- Maintain an EOC regional staffing capability thru mutual aid personnel resources from within your region. This capability is required to be documented, documentation to be uploaded in WebEOC and reported to the Regional Coordinator.
- Maintain a local (jurisdictional) primary and alternate capability for the functions of Public Affairs (Public Information Officer) and Finance. Coordinate and track training for identified people performing these functions, document on the NIMS Spreadsheet.
- Develop and participate in an annual regional exercise based on the Regional EOC staffing capability and to the exercise level (Tabletop, Functional, Full-Scale) of the Region's choosing. Regional Coordinator to document and verify participation. *Note: This exercise is a separate exercise requirement from the mandated annual Full-Scale exercise and cannot be combined.*
- Maintain a Just-in-time EOC staffing plan that includes jurisdictional recruitment, just-in-time training materials, and job descriptions. This plan should include positions supporting the functions of public affairs (PIO), planning, resource tracking, situational awareness, resource ordering & acquiring (Logistics), and finance. Submit the plan in WebEOC and report completion to your Regional Coordinator.

Public Information and Warning

- The jurisdiction will conduct a minimum of two public preparedness outreach and/or awareness campaigns/activities during the LEMPG year.

Exercises, Evaluations, and Corrective Actions

- All LEMPG funded emergency management staff will participate in and conduct a Homeland Security Exercise and Evaluation Program (HSEEP) consistent exercise incorporating Operational Coordination, Operational Communications, and at least one additional capability from the Core Capabilities List (CCL). The jurisdiction may choose to conduct a Tabletop, Functional, or Full-scale exercise depending on their needs. The exercise must be based on their THIRA and include applicable core capabilities. See the **Administrative Manual Exhibit D** for additional information and requirements regarding exercises.
- All LEMPG funded emergency management staff will participate in and complete the requirements for one of the OEM scheduled drills (SD HAN, WebEOC, or Radio Drill) per quarter. If an OEM scheduled drill is not participated in by the jurisdiction, the jurisdiction must design and conduct a drill, tabletop, or functional exercise following HSEEP.

RESPONSE

Operational Coordination

- If the State Emergency Operation Center (EOC) is activated, impacted counties requesting resources must activate and staff their local EOC.
- Report events to the Office of Emergency Management Duty Officer in a timely manner using current reporting guidelines. (Current guidelines are available in the File Library of WebEOC in the County EM – SDOEM Administration folder).

RECOVERY

- If an event occurs that may meet the guidelines for a Presidential Disaster Declaration, coordinate activities with the State and distribute Preliminary Damage Assessment (PDA) materials and provide PDA Training to eligible applicants within your jurisdiction.
- If a county has received a Presidential Disaster Declaration, assist the State with briefings and accompany the State-FEMA inspection team to meetings, site inspections, and observe the write-up of a project worksheet.

26. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

27. DOMESTIC PREFERENCES FOR PROCUREMENT:

In accordance with 2 CFR 200.322, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

28. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

2 CFR 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

29. AGREEMENT OFFICIALS:

The Director of the South Dakota Office of Emergency Management is responsible for committing the State to the terms of this Agreement.

The County Commission Chairperson is responsible for committing the Sub-Recipient to the terms of this Agreement.

The County Emergency Management Director shall be the principal official responsible for planning, reporting on, and assuring performance objectives and accomplishments of results, as defined in this Agreement.

30. WORK ITEM REPORTING REQUIREMENTS:

All work items, reports, and other deliverables identified within the LEMPG Work Plan will be considered late 7 days after each respective identified due date.

- A. Time extensions may be granted for good reason prior to the deadline. Extensions must be made in writing (email) to your assigned Regional Coordinator describing the reason for the time extension and the amount of time requested to complete the activity.
- B. When work items, reports, or other deliverables are considered late, it will result in an email reminder to the County EM.
- C. Failure to submit work items, reports, or other deliverables within one week of receiving the reminder will result in a letter of non-performance to the County Commission/District Chairperson and a forfeiture of that quarters reimbursement.
- D. Failure to comply with the reporting requirements of this agreement may result in loss of program funding or additional monitoring requirements.

31. COUNTY EMERGENCY MANAGER WORK SCHEDULE:

The County Emergency Manager must maintain a work schedule commensurate with the percentage of time funded by this grant for Emergency Management functions.

Percentage of time worked on Emergency Management functions must be documented in timekeeping records utilizing the State timesheet. For part-time personnel who do not receive paid leave, hourly employees should track hours they work on Emergency Management but will only be reimbursed for hours up to the percentage of time reported on their Personnel Action Form. For part-time personnel who do not receive paid leave, salaried employees should track hours they work on Emergency Management and are required to work minimum hours based on the percentage of time reported on their Personnel Action Form.

If the County Emergency Manager is considered 100% time, they can hold no other role or position within county government. If the County wishes or requires for the County Emergency Manager to conduct other activities for the County, such as 911 Coordinator, Veteran's Service Officer, Deputy Sheriff, etc., they cannot be considered 100%-time County Emergency Manager and the percentage of time should be adjusted accordingly on a Personnel Action Form.

30. LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT (LEMPG) ADMINISTRATIVE MANUAL:

Sub-recipient is required to follow all provisions found in the SDOEM LEMPG Administrative Manual found in Exhibit D.

31. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) COMPLIANCE:

Sub-recipient is required to comply with National Incident Management System (NIMS) standards.

32. AGREEMENT ARTICLES:

Specific Agreement Articles for this agreement are included under Exhibit B.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2022 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement
Between**

Codington County Commission
14 1st Ave, SE
Watertown, SD 57201-3611

State of South Dakota
Department of Public Safety
Office of Emergency Management
221 South Central Avenue
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

D. AUTHORIZED SIGNATURES

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Sub-Recipient Signature - County Commission Chairperson

Date

State - South Dakota Office of Emergency Management

Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its DUNS number): Codington County Commission
- b. Sub-Recipient's DUNS number and unique entity identifier: 016523078
- c. Federal Award Identification Number (FAIN): (To be Determined)
- d. Federal Award Date: (To be Determined)
- e. Sub-award Period of Performance: October 1st, 2021 thru September 30th, 2022
- f. Amount of federal funds obligated to the Sub-Recipient by this agreement: (To be Determined)
- g. Total amount of federal funds obligated to the Sub-Recipient: (To be Determined)
- h. Total amount of the federal award committed to the Sub-Recipient: (To be Determined)
- i. Amount provided by State/Grantor is \$ (To be Determined)
Amount matched by Sub-Recipient \$ (To be Determined)
Total Grant Amount \$ (To be Determined)
- j. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: 2022 Local Emergency Management Performance Grant
- k. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
- Awarding Agency: United States Department of Homeland Security
Federal Emergency Management Agency
- Pass-through Entity: South Dakota Department of Public Safety
Office of Emergency Management
- Contact Information: Allan Miller
605-995-8990
- l. CFDA No(s) and Name(s): 97.042
- m. Is the grant award for research and development (R&D)? YES ____ NO X
- n. Indirect Cost Rate for federal award: Not applicable under this agreement.

ORDINANCE NO. 75

AN ORDINANCE ENTITLED, AN ORDINANCE TO AMEND ARTICLE II, DEFINITIONS; SECTION 3.05.01, "PERMITTED USES" [C – COMMERCIAL DISTRICT]; SECTION 3.06.01 "PERMITTED USES" [I – INDUSTRIAL DISTRICT]; AND ARTICLE V, "SUPPLEMENTAL REGULATIONS; ADOPTED BY ORDINANCE 65, AS AMENDED, OF THE ZONING ORDINANCE OF CODINGTON COUNTY.

BE IT ORDAINED by the Board of County Commissioners of Codington County, South Dakota: that Article II, "DEFINITIONS" adopted by Ordinance 65, as amended, of the Zoning Ordinance of Codington County be amended by adding the following Definitions in bold and underline font:

Cannabis (or Marijuana): all parts of any plant of the genus cannabis, whether growing or not, in its natural and unaltered state, except for drying or curing and crushing or crumbling. The term includes an altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant Cannabis sativa L. (hemp) and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis.

Cannabis Cultivation Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

Cannabis Dispensary: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

Cannabis Establishment: a cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

Cannabis Product Manufacturing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

Cannabis Products: any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof, and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils, and tinctures.

Cannabis Testing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity legally authorized to analyze the safety and potency of cannabis.

BE IT FURTHER ORDAINED by the Board of County Commissioners of Codington County, South Dakota: that Section 3.05.01, "Permitted Uses" [C – Commercial District, adopted by Ordinance 65 as amended, of the Zoning Ordinance of Codington County be amended by adding language in bold and underline font:

6. Cannabis Dispensary (subject to Chapter 5.34).

BE IT FURTHER ORDAINED by the Board of County Commissioners of Codington County, South Dakota: that Section 3.06.01, "Permitted Uses" [I – Industrial District, adopted by Ordinance 65 as amended, of the Zoning Ordinance of Codington County be amended by adding language in bold and underline font:

4. Cannabis Dispensary (subject to Chapter 5.34).

BE IT FURTHER ORDAINED by the Board of County Commissioners of Codington County, South Dakota: that that Article V, "SUPPLEMENTAL REGULATIONS" adopted by Ordinance 65, as amended, of the Zoning Ordinance of Codington County be amended by adding the following Chapter in bold and underline font:

CHAPTER 5.34 CANNABIS DISPENSARIES.

1. Maximum Number of Cannabis Dispensaries.

- a. In the development and execution of these regulations, it is recognized that there are some uses which because of their very nature, are recognized as having serious objectionable operational characteristics, particularly when several of them are concentrated under certain circumstances thereby having a potential deleterious effect upon the adjacent areas. Special regulation of these uses is necessary to ensure that these adverse effects will not contribute to the blighting or downgrading of the surrounding neighborhood. The primary control or regulation is for the purpose of preventing a concentration of these uses in any one area.
- b. The County shall allow up to 1 cannabis dispensaries provided the time, place, and manner of said dispensaries comply with this ordinance.

2. Required Separation Distances

- a. A cannabis dispensary shall be located not less than one thousand (1,000) feet a public or private school existing before the date of the cannabis dispensary application;
- b. A cannabis dispensary shall be located not less than one thousand (1,000) feet from any established residence, church, public park, daycare facilities, or other cannabis dispensaries existing before the date of the cannabis dispensary application;
- c. Exemption from separation requirements. Any separation distance requirement, other than the State requirement from schools (1,000 feet), may be waived, provided:
 - i. The applicant provides documentation waiving the setback requirement from the title holder of the land benefiting from the separation.

- d. Prescribed separation/setback distances from certain existing uses are to be measured from the lot line of the property where the dispensary is proposed

3. Other Locational Requirements

- a. Permanent or temporary dispensaries are prohibited in all other zoning districts and not eligible for a home occupation use.
- b. It shall be unlawful to operate a dispensary in a building which contains a residence or a mixed-use building with commercial and residential uses.

4. Controlled Access - No cannabis establishment shall share premises with or permit access directly from another medical cannabis establishment, business that sells alcohol or tobacco, or, if allowed by law, other cannabis establishment.

5. Hours of operation:

- a. Cannabis dispensaries are allowed to be open between the hours of 9:00 am and 9:00 pm on Monday through Sunday.

6. Documentation of State Licensure.

- a. No cannabis dispensary shall acquire, possess, store, deliver transfer, transport, supply or dispense cannabis, cannabis products, paraphernalia without providing documentation of licensure from the State of South Dakota.

7. The zoning official is authorized to issue permits (building/use) for cannabis dispensaries subject to following:

a. Submission of a site plan containing the following:

i. Any information required for applicable building permit,

ii. Ingress and egress plan

iii. Parking plan

iv. Lighting plan (including security lighting)

v. Screening/security fencing plan,

vi. Refuse plan;

vii. Hours of Operation;

viii. Any other information as lawfully may be required by the Zoning official to determine compliance with this ordinance

b. Documentation of ability to meet setback/separation requirements.

c. Documentation of State Licensure.

8. All Cannabis Establishments are required to be constructed in conformance with the 2021 Edition of the International Building Code and International Fire Code.

Passed and adopted this ___ day of September, 2021.

Chairperson

Auditor

Dated this ___ day of ____, 20__
Auditor, Codington County, South Dakota

Dated: ____, 20__

ORDINANCE NO. 76

AN ORDINANCE ENTITLED, AN ORDINANCE TO AMEND ARTICLE II, DEFINITIONS ADOPTED BY ORDINANCE 61, AS AMENDED, OF THE JOINT ZONING ORDINANCE FOR CODINGTON COUNTY AND THE CITY OF WATERTOWN.

BE IT ORDAINED by the Board of County Commissioners of Codington County, South Dakota: that Article II, "DEFINITIONS" adopted by Ordinance 61, as amended, of the Zoning Ordinance of Codington County be amended by adding the following Definitions in bold and underline font:

Cannabis (or Marijuana). All parts of any plant of the genus cannabis, whether growing or not, in its natural and unaltered state, except for drying or curing and crushing or crumbling. The term includes an altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant Cannabis sativa L. (hemp) and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis.

Cannabis Cultivation Facility. In addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

Cannabis Dispensary. In addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

Cannabis Establishment. A cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

Cannabis Product Manufacturing Facility: In addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

Cannabis Products. Any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof, and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils, and tinctures.

Cannabis Testing Facility. In addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity legally authorized to analyze the safety and potency of cannabis.

Passed and adopted this __ day of September, 2021.

Chairperson

Auditor

Dated this __ day of ____, 20__
Auditor, Codington County, South Dakota

Dated: ____, 20__

ORDINANCE 77

AN ORDINANCE ESTABLISHING LICENSING PROVISIONS FOR CANNABIS ESTABLISHMENTS TO THE REVISED ORDINANCES OF CODINGTON COUNTY

BE IT ORDAINED by the Board of County Commissioners of Codington County that the Revised Ordinances of Codington County is hereby amended by adding the following:

1.01: PURPOSE AND INTENT

The Board of County Commissioners of Codington County enacts the following licensing ordinances in order to ensure that cannabis establishments within the unincorporated areas of the County operate in a manner which complies with state laws and regulations, protects the health, safety, and welfare of the general public, prevents potential conflicts and issues arising from ownership and employees, recognizes certain safety and security considerations, and minimizes risk of unauthorized use or access of cannabis by the general public.

1.02: DEFINITIONS

Unless an alternative definition is explicitly stated in this section, this chapter utilizes the definitions for cannabis-related terms which are defined by SDCL 34-20G-1.

Cannabis (or Marijuana): all parts of any plant of the genus cannabis, whether growing or not, in its natural and unaltered state, except for drying or curing and crushing or crumbling. The term includes an altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant *Cannabis sativa* L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis.

Cannabis Cultivation Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

Cannabis Dispensary: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

Cannabis Establishment: cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

Cannabis Product Manufacturing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

Cannabis Products: any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof, and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils, and tinctures

Cannabis Testing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity legally authorized to analyze the safety and potency of cannabis.

Department: the South Dakota Department of Health

1.03: LICENSE REQUIRED

- (a) No cannabis establishment may be located or operate in the unincorporated area of the County without the appropriate valid and current cannabis establishment license issued by the County pursuant to this article. A violation of this provision is subject to the general penalty provision in Chapter XX.16. Each day of the violation constitutes a separate offense.
- (b) No cannabis establishment may be located or operate in the unincorporated area of the County without the appropriate valid and current cannabis establishment registration certificate issued by the Department pursuant to rules promulgated under SDCL 34-20G. A violation of this provision is subject to the general penalty provision in XX.16. Each day of the violation constitutes a separate offense.

1.04: LICENSE APPLICATION

- (a) An application for a cannabis establishment license must be made on a form provided by the County. No other application form will be considered.
- (b) The applicant must submit the following:
 - 1. Application fee of \$5,000. The County will reimburse \$2,500 for applicants who fail to obtain a registration certificate from the South Dakota Department of Health.
 - 2. An application that will include, but is not limited to, the following:
 - i. The legal name of the prospective cannabis establishment;
 - ii. The physical address of the prospective cannabis establishment that meets the zoning requirements in Ordinance 65, The Zoning Ordinance of Codington County, as amended; and Ordinance 61, The Joint Zoning Ordinance for Codington County and the City of Watertown, as amended; as well as any location requirements pursuant SDCL 34-20G and the administrative rules promulgated thereunder.
 - iii. The name, address, and birth date of each principal officer, owner, and board member of the proposed cannabis establishment.
 - iv. A sworn statement that no principal officer, owner, or board member has been convicted of a violent felony offense in the previous ten (10) years in any jurisdiction.

- v. Any additional information requested by the County.

1.05: ISSUANCE OF LICENSE

(a) The County will issue a license unless:

1. The applicant has made a false statement on the application or submits false records or documentation; or
2. Any owners, principal officer, or board member of the applicant is under the age of twenty-one (21) years; or
3. Any owner, principal officer, or board member of the applicant has been convicted of a violent felony offense in the previous ten (10) years in any jurisdiction;
4. The proposed location does not meet the applicable zoning requirements under Ordinance 65, The Zoning Ordinance of Codrington County, as amended; and Ordinance 61, The Joint Zoning Ordinance for Codrington County and the City of Watertown, as amended.
5. The proposed location does not meet all location requirements under SDCL 34-20G and the administrative rules promulgated thereunder;
6. The license is to be used for a business prohibited by state or local law, statute, rule, ordinance, or regulation; or
7. Any owner, principal officer, or board member of the applicant has had a cannabis establishment license revoked by the County or a registration certificate revoked by the state; or
8. An applicant, or an owner, principal officer, or board member thereof, is overdue in payment to the County of taxes, fees, fines, or penalties assessed against or imposed upon the applicant in relation to any cannabis establishment; or
9. The applicant will not be operating the business for which the license would be issued.

(b) In the case of an application for a cannabis dispensary license, the County will reject the application if the limit on the number of cannabis dispensaries has been reached.

(c) The license must be posted in a conspicuous place at or near the entrance to the cannabis establishment so that it may be easily read at any time.

1.06: COUNTY NEUTRALITY AS TO APPLICANTS

(a) Upon request from the Department as to the County's preference of applicants, the County will neither support nor oppose any registration certificate application under consideration by the Department. Likewise, if inquiry is made by the Department, the County will abstain from endorsing any application as beneficial to the community.

1.07: NUMBER OF CANNABIS DISPENSARIES

- (a) No more than one (1) cannabis dispensaries shall be allowed to operate in the unincorporated area of the County at any time.

1.08: EXPIRATION OF LICENSE AND RENEWAL

- (a) Each license expires one year from the date of issuance and may be renewed only by making application as provided in Section 1.04. Application for renewal must be submitted at least thirty (30) days before the expiration date. The license holder must continue to meet the license requirements to be eligible for a renewal.
- (b) The renewal fee is \$5,000. The County will reimburse \$2,500 for applicants who fail to obtain a renewal of their registration certificate from the Department.
- (c) Failure to renew a license in accordance with this section may result in additional fees. Upon expiration of the license, the County may order closure of the cannabis establishment.
- (d) If a license holder has not operated an establishment for which it holds a license in the preceding twelve (12) months, the license will not be renewed.

1.09: SUSPENSION

- (a) A license may be suspended if the license holder or an employee or agent of the license holder:
 - 1. Violates or is otherwise not in compliance with any section of this article.
 - 2. Consumes or smokes or allows any person to consume or smoke cannabis on the premises of the cannabis establishment.
 - 3. Knowingly dispenses or provides cannabis or cannabis products to an individual or business to whom it is unlawful to provide cannabis or cannabis products.
- (b) A license may be suspended if the license holder has its Department-issued registration certificate suspended, revoked, or not renewed by the Department or if the registration certificate is expired.
- (c) A license may be suspended if the license holder creates or allows to be created a public nuisance at the cannabis establishment.

1.10: REVOCATION

- (a) A license may be revoked if the license is suspended under Section 1.09 and the cause for the suspension is not remedied.

(b) A license may be revoked if the license is subject to suspension under Section 1.09 because of a violation outlined in that section and the license has been previously suspended in the preceding 24 months.

(c) A license is subject to revocation if a license holder or employee of a license holder:

1. Gave false or misleading information in the material submitted during the application process;
2. Knowingly allowed possession, use, or sale of non-cannabis controlled substances on the premises;
3. Operated the cannabis establishment or the business of the cannabis establishment for which a license is required under this article while the license was suspended;
4. Repeated violations of Section 1.11;
5. Operated a function of a cannabis establishment for which the license holder was not licensed (e.g., a licensed cannabis cultivation facility conducting cannabis testing functions without a cannabis testing establishment license);
6. A license holder, or an owner, principal officer, or board member thereof, is delinquent in payment to the city, county, or state for any taxes or fees related to the cannabis establishment;
7. A license holder, or an owner, principal officers, or board member thereof, has been convicted of, or continues to employ an employee who has been convicted of, a disqualifying felony offense as defined by SDCL 34-20G; or
8. The license holder has its Department-issued registration certificate suspended, revoked, or not renewed or the registration certificate is expired.
9. The license holder allows a public nuisance to continue after notice from the County.

1.11. SUSPENSION AND REVOCATION PROCESS

- (a) The license holder will receive a notice of intent to suspend or notice of intent to revoke informing the license holder of the violation and the County's intention to suspend or revoke the license. The notice will be hand delivered to the license holder or an employee or agent of the license holder or sent by certified mail, return receipt requested to the physical address of the cannabis establishment.
- (b) If the license holder disputes the suspension or revocation, the license holder has ten (10) days from the postmark date on the notice or the date the notice was hand delivered to request a hearing before a hearing panel, which will consist of the County Commission Chairperson, Auditor, and Sheriff.

- (c) A suspension will be for thirty (30) days and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder exercises its rights to process and appeal, in which case the suspension takes effect upon the final determination of suspension.
- (d) A revocation will be for one (1) year and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder appeals the revocation, in which case the revocation takes effect upon the final determination of revocation.
- (e) The license holder who has had the license revoked may not be issued any cannabis establishment license for one year from the date the revocation became effective.

1.12: APPEAL

An applicant or license holder who has been denied a license or renewal of a license or who has had a license suspended or revoked under this article may appeal to the Board of County Commissioners by submitting a written appeal within ten (10) days of the postmark on the notice of denial, nonrenewal, suspension, or revocation. The written appeal must be submitted to Codington County Courthouse. The appeal will be considered by the Board of County Commissioners at a regularly scheduled meeting within one month of the receipt of the appeal.

1.13: LICENSES NOT TRANSFERRABLE

No cannabis establishment license holder may transfer the license to any other person or entity either with or without consideration, nor may a license holder operate a cannabis establishment at any place other than the address designated in the application.

1.14: HOURS OF OPERATION FOR DISPENSARIES

No cannabis dispensary may operate between the hours of 9:00 pm and 9:00 am any day of the week.

1.15: LIABILITY FOR VIOLATIONS

Notwithstanding anything to the contrary, for the purposes of this article, an act by an employee or agent of a cannabis establishment that constitutes grounds for suspension or revocation will be imputed to the cannabis establishment license holder for purposes of finding a violation of this article, or for purposes of license denial, suspension, or revocation, only if an officer, director or general partner or a person who managed, supervised or controlled the operation of the cannabis establishment, knowingly allowed such act to occur on the premises.

1.16: PENALTIES

Any person who operates or causes to be operated a cannabis establishment without a valid license or in violation of this article is subject to a suit for injunction as well as prosecution for ordinance violations. Such violations are punishable by a maximum fine of five hundred dollars (\$500.00). Each day a cannabis establishment so operates is a separate offense or violation.

Severability. The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application.

Passed and adopted this ___ day of September, 2021.

Chairperson

Auditor

Dated this ___ day of _____, 20__
Auditor, Codington County, South Dakota

Dated: _____, 20__

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME MARY FRANSEN		DATE 7/26/2021
EFFECTIVE DATE 8/1/2021	POSITION TITLE CLERK	DEPARTMENT REGISTER OF DEEDS
CURRENT STEP 14 DEPUTY	NEW STEP 14 CLERK	
CURRENT PAY RATE \$25.25	NEW PAY RATE \$25.25	
REASONS FOR CHANGE CHANGING POSITION FROM DEPUTY TO CLERK		

EMPLOYEE SIGNATURE Mary Fransen

DEPARTMENT HEAD SIGNATURE Ann Rasmussen

DATE 7/28/2021

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 JACKI MANNING		DATE 7/26/2021
EFFECTIVE DATE 8/1/2021	POSITION TITLE DEPUTY	DEPARTMENT REGISTER OF DEEDS
CURRENT STEP 14 CLERK	NEW STEP 12 DEPUTY	
CURRENT PAY RATE \$21.05	NEW PAY RATE \$24.63 +.10	
REASONS FOR CHANGE CHANGING POSITION FROM CLERK TO DEPUTY		

EMPLOYEE SIGNATURE _____

[Handwritten Signature]

DEPARTMENT HEAD SIGNATURE _____

Ann Rasmussen


DATE _____

7/28/2021

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 : Shelly Dupont		DATE: 8/11/2021
EFFECTIVE DATE: 8/16/2021	POSITION TITLE: Seasonal Memorial Park-Custodian	DEPARTMENT: Memorial Park
CURRENT STEP:	NEW STEP: #1	
CURRENT PAY RATE:	NEW PAY RATE: \$15.00 	
REASONS FOR CHANGE: New Hire for seasonal custodian at Memorial Park		

EMPLOYEE SIGNATURE _____

DEPARTMENT HEAD SIGNATURE Steve Molengraaf

DATE _____

COUNTY COMMISSIONERS _____

DATE _____

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

FILED

AUG 12 2021

CODINGTON COUNTY AUDITOR