

**AGENDA**  
**Codington County Board of Commissioners**  
**Codington County Court House, 14 1<sup>st</sup> Ave SE, Watertown SD**  
**Commission Chambers, Room #114**  
**9:00 a.m., Tuesday, March 1, 2022**

1. Pledge of Allegiance
2. Call for public comment. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297
3. Conflict of interest items
4. Action to approve the March 1, 2022, agenda
5. Action to approve the February 22, 2022, minutes of the Board of Codington County Commissioners
6. Monthly Reports
  - a. Extension
  - b. Community Health Nurse
  - c. Veteran Service Officer
7. Action to approve 2022 rates for weed chemicals and hourly spraying rates
8. Action to approve agreement with Banner Associates for road project engineering services
9. Action to approve abatement applications
10. Action to approve claims for payment
11. Action to approve automatic budget supplements
12. Action to approve personnel changes
13. Action to approve travel requests
14. Public Notices – a possible quorum of Commissioners could be in attendance at:
  - a. Sioux Valley Commissioners Association meeting, Wednesday, March 23, 2022, 12:00 Plymouth Congregational Church, Clark, SD
15. Old Business
16. New Business
17. Open
  - a. Public Comments
  - b. Commission Comments
18. 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)
19. Action to adjourn until 9:00 a.m., Tuesday, March 8<sup>th</sup>, 2022; 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 Courthouse  
14 1<sup>st</sup> Ave SE**

February 22, 2022

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, February 22, 2022, at the Codington County Courthouse. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair, Brenda Hanten, presiding. Commissioner Hanten 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 February 22<sup>nd</sup>, 2022 agenda as posted; all voted aye; motion carried.

**MINUTES APPROVED**

Motion by Johnson, second by Gabel, to approve the minutes of February 15<sup>th</sup>, 2022; all voted aye; motion carried.

**MONTHLY REPORTS**

**Emergency Management Director, Andrew Delgado**, reported. The BRIC Grant has been approved and invitations have been sent for an initial PDM planning team meeting, to be held on March 3<sup>rd</sup> at the fire department training room. COVID test kits have been received from SDOEM and distributed to various entities. The Emergency Management Director participated in a statewide communications drill; completed an online CDL course and obtained a Commercial Learners Permit; assisted with dive tank inspections; assisted Search and Rescue with a mutual aid request from Corson County; attended a 911 Coordination meeting; assisted with closing the loop on a Who's Responding Issue; attended a First Spring Flooding Outlook meeting, there is lower than average chance for moderate to severe flooding this spring; participated in the Community Partners meeting; and completed the ICS 300 class. The Emergency Management office has completed the paper work to receive reimbursement for the HAZMAT courses. Ongoing tasks – update tasks in web EOC and updating of Emergency Response Team contact/resource list. Upcoming – County Weed meeting; Homeland Security grant funding prioritization; initial structure for the EOC; PDM planning team meeting; LEPC meeting March 15<sup>th</sup>; and additional classes to complete – EM 101 & EM 102. **Sheriff, Brad Howell**, provided the Board with the following statistics, compiled from the month of January 2022, for the Detention Center and Sheriff's Office: fees collected in the amount of \$2,605.34 were retained by the County; 591 cases/calls for service; 9 accident reports completed; 81 warrants served; 184 sets of civil papers served; 4,603 transport miles (14 trips/20 passengers); average daily inmate population 63.87 (high ADP 69 and low ADP 58); 19 individuals wearing SCRAM (security continuous remote alcohol monitor) bracelets; 7 individuals using remote breathalyzers; 40 individuals testing twice daily PBT'S; 41 individuals reporting twice weekly for UA Drug testing; 0 individuals using sweat patches; 182 bookings; \$14,539.24 collected in fees for out of county prisoner contracts; \$4,110.00 collected in work release fees; \$8,725.00 collected in fees for the 24/7 program; and \$4,160.00 collected for SCRAM fees. Discussion was held regarding current legislation pertaining to juveniles in detention and juvenile diversion programs. Sheriff Howell advised the Board he will be sending "Out of County Inmate Contracts" to area Counties and is proposing an

increase from \$85.00 per day to \$95.00 per day, per inmate. Sheriff Howell noted an increase in inmate transport fees is also being considered.

**LIVE SCAN FINGER PRINT EQUIPMENT**

Sheriff Howell presented the Board with an estimate from Fulcrum Biometrics for a "Live Scan Finger Print Machine" in the amount of \$5,948.00. Sheriff Howell noted this is a budgeted item for the Detention Center. Motion by Gabel, second by Waterman, to purchase the finger print equipment from Fulcrum Biometrics; all voted aye; motion carried. Sheriff Howell advised the Board the current cost for finger printing is \$10.00 per set and with the purchase of this equipment the proposed rate will be \$20.00 per set.

**TRAINING SIMULATOR EQUIPMENT**

Sheriff Howell presented the Board with a quote from TiTraining/TiOutdoors for a Training Simulator in the amount of \$33,100.00 as budgeted for the Sheriff's office and Detention Center. Sheriff Howell noted his staff, once trained, could use the simulator to train other law enforcement agencies in the area. Motion by Gabel, second by VanDusen, to purchase the training simulator from TiTraining; all voted aye; motion carried.

**DETENTION CENTER DISHWASHER**

Sheriff Howell presented the Board with a quote from Cole Papers for a dishwasher in the amount of \$9,980.78 as budgeted for the Detention Center. Motion by Gabel, second by Waterman, to purchase a dishwasher from Cole Papers as quoted; all voted aye; motion carried.

**WELFARE OFFICE FURNITURE**

Welfare Director, Sara Foust, presented the Board with a proposal from Office Peeps for the purchase of office furniture for the Welfare office in the amount of 4,907.16 as budgeted. The Welfare Director advised the Board she did pursue the purchase of used office furniture but there is nothing available that will meet the current needs/space of the office. Motion by Johnson, second by Gabel, to approve the purchase of office furniture for the Welfare office; all voted aye; motion carried.

**BRIDGE INSPECTION PROGRAM RESOLUTION**

Motion by Gabel, second by VanDusen, to approve Resolution 2022-08, which complies with required bridge inspections and appoints a Consulting Engineer; all voted aye; motion carried:

**RESOLUTION 2022-08  
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 22<sup>nd</sup> day of February, 2022, at Watertown, South Dakota.

Codington County Board of Commissioners

Brenda Hanten  
Chair

ATTEST:

Cindy Brugman  
County Auditor

**PRECINCT BOUNDARIES RESOLUTION**

**RESOLUTION 2022-3  
PRECINCT BOUNDARY LINES WITHIN CITY OF WATERTOWN  
AND  
THE RURAL AREA IN CODINGTON COUNTY**

WHEREAS, The Board of County Commissioners in Codington County, South Dakota, is required by the provisions of SDCL 12-4-2 when establishing new precincts or making any change in precincts already established clearly set forth and define the boundaries of the election precincts established or altered, and

WHEREAS, the Wards and Precincts within the City of Watertown have become unequal in population as determined by the 2020 Federal Decennial Census, and

WHEREAS, it has become necessary to make changes of boundary lines so the Wards and Precincts shall be as regular and compact in form and population as practicable.

THEREFOR, BE IT RESOLVED, that the following Wards and Precincts be so altered and established as to be equalized.

Ward A-1: All property located north of 10<sup>th</sup> Ave NE to the northerly Watertown City limits, and all property located east of 11<sup>th</sup> St NE to the easterly Watertown City limits.

Ward A-2: All property located south of 10<sup>th</sup> Ave NE, north of 3<sup>rd</sup> Ave NE, and east of 11<sup>th</sup> St NE to the easterly Watertown city limits.

Ward A-3: All property located north of 7<sup>th</sup> Ave NE, south of 9<sup>th</sup> Ave NE, and east of 6<sup>th</sup> St NE to 11<sup>th</sup> St NE, including a strip south of 10<sup>th</sup> Ave NE and north of 9<sup>th</sup> Ave NE between 4<sup>th</sup> St NE and 11<sup>th</sup> St NE.

Ward A-4: All property located north of 10<sup>th</sup> Ave NE between 4<sup>th</sup> St NE and 11<sup>th</sup> St NE to the northerly Watertown City limits.

Ward B-1: All property located north of 10<sup>th</sup> Ave N to the northerly Watertown City limits between 2<sup>nd</sup> St NW and 4<sup>th</sup> St NE.

Ward B-2: All property located north of 3<sup>rd</sup> Ave N to 10 Ave N, between Kampeska Blvd. NW and 4<sup>th</sup> St NE, including a strip north of 3<sup>rd</sup> Ave N to 9<sup>th</sup> Ave N between 4<sup>th</sup> St NE and 6<sup>th</sup> St NE.

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Ward B-3: All property located within the Watertown City limits, North of 10<sup>th</sup> Ave NW to 18<sup>th</sup> Ave NW, between 7<sup>th</sup> St NW and 2<sup>nd</sup> St NW, including a section north of 10<sup>th</sup> Ave NW and South of 12<sup>th</sup> Ave NW, between the Big Sioux River and 7<sup>th</sup> St NW.

Ward B-4: All property within the Watertown City limits, north of 18<sup>th</sup> Ave NW, between 7<sup>th</sup> St NW and 2<sup>nd</sup> St NW, to the northerly Watertown City limits.

Ward C-1: All property located south of 3<sup>rd</sup> Ave N, north of Kemp Ave, lying between Kapeska Blvd N and 5<sup>th</sup> St E, including a section north of Arrow Ave N and south of 3<sup>rd</sup> Ave N, lying between 5<sup>th</sup> St E and 11 St E, and a section from 3<sup>rd</sup> Ave N to 7<sup>th</sup> Ave N, lying between 6<sup>th</sup> St E and 11<sup>th</sup> St E.

Ward C-2: All property located north of 9<sup>th</sup> Ave S, south of Kemp Ave, lying between 2<sup>nd</sup> St E and 5<sup>th</sup> St E

Ward C-3: All property located north of 9<sup>th</sup> Ave S, south of Kemp Ave, lying between Kapeska Blvd. and 2<sup>nd</sup> St E, including a section north of 9<sup>th</sup> Ave S to 4<sup>th</sup> Ave S, lying between 10<sup>th</sup> St W and Kapeska Blvd.

Ward C-4: All property located south of 9<sup>th</sup> Ave S to the Watertown City limits, lying between Fish Road and 42<sup>nd</sup> St W lying within the Watertown City limits boundary lines

Ward D-1: All property located south of 3<sup>rd</sup> Ave N, north of 1<sup>st</sup> Ave N east to and following Willow Creek Drive to 9<sup>th</sup> Ave S, lying between 11<sup>th</sup> St E and then east to the Watertown City limits, including a strip north of Kemp Ave to 1<sup>st</sup> Ave N between 11<sup>th</sup> St E and 19<sup>th</sup> St E.

Ward D-2: All property located north of 9<sup>th</sup> Ave south to south of Arrow Ave, lying between 5<sup>th</sup> St E and 11<sup>th</sup> St E

Ward D-3: Beginning at the corner of 9<sup>th</sup> Ave S and 11<sup>th</sup> St E north to Kemp Ave east then east on Kemp Ave to 20<sup>th</sup> St NE then north to Willow Creek Drive and east to 29<sup>th</sup> St E then south to 9<sup>th</sup> Ave S and west to the corner of 9<sup>th</sup> Ave S and 11<sup>th</sup> St E.

Ward D-4: All property located south of 9<sup>th</sup> Ave S to the Watertown City limits, lying between Fish Road and east to the Watertown City limits.

Ward E-1: All property located south of 14<sup>th</sup> Ave N, north of Hwy 212 lying between 10<sup>th</sup> St W and 21<sup>st</sup> St W; including an area south of 10<sup>th</sup> Ave N, north of 4<sup>th</sup> Ave S, lying between the Big Sioux River and 10<sup>th</sup> St W; and an area beginning at the corner of 14<sup>th</sup> Ave N and 21<sup>st</sup> St W north to Highway 20 then diagonally south to the corner of 14<sup>th</sup> Ave N and 17<sup>th</sup> St W, and including the NG WRC ADD (National Guard Readiness Center).

Ward E-2: All property within the Watertown City Limits located north of Hwy 212, south of Hwy 20 N, lying between 33<sup>rd</sup> St W, the intersection of South Lake Drive and SD State Hwy 20, and 21<sup>st</sup> St SW.

Ward E-3: All property within an area beginning at the intersection of South Lake Drive and Hwy 20 N continuing south to Golf Course Road, then along Golf Course Road to 3<sup>rd</sup> Ave NW to Kerry Lane to South Lake Drive westerly to SD Hwy 139 and then north to the start of Parkview Drive all property within considered to be within the Watertown City limits.

Ward E-4: All property considered to be within the Watertown City limits beginning at the intersection of South Lake Drive and Parkview Drive then northerly following North Lake Drive along the north side

of Lake Kampeska, to a point where North Lake Drive intersects with SD Hwy 20, and along SD Hwy 20 and property located on the north side of Lake Kampeska to the intersection of SD Hwy 20 and South Lake Drive.

The townships and municipalities, excluding the City of Watertown, will have no boundary changes for voting precincts. The following will vote in precincts as so noted:

Dexter Township; Eden and Phipps Township and Wallace Village; Elmira Township; Fuller Township and Florence Village; Germantown Township; Graceland and Henry Townships and Henry Village; Kampeska Township; Kranzburg Township and Village; Lake Township; Leola Township and South Shore Village; Pelican Township; Rauville Township; Richland Township; Sheridan Township; and Waverly Township.

The above and foregoing resolution was moved for adoption by Commissioner Gabel, second by Commissioner Johnson, all voted aye; motion carried.

Dated at Codington County, Watertown, South Dakota, this 22<sup>nd</sup> day of February, 2022.

Brenda Hanten  
Chair

ATTEST:

Cindy Brugman  
County Auditor

### **COMMISSIONER DISTRICTS RESOLUTION**

#### **RESOLUTION 2022-4**

**WHEREAS**, The Board of County Commissioners of Codington County, South Dakota, as required by the provisions of SDCL 7-8-10, at its regular meeting in February of each year ending in the numeral 2, shall change the boundaries of the Commissioner districts if such change is necessary in order that each district shall be as regular and compact in form as practicable and it shall so divide and redistrict it's County that each district may contain as near as possible an equal number of residents, as determined by the last preceding decennial census.

**THEREFORE, BE IT RESOLVED**, that the following Commissioners Districts shall be approved as follows:

#### **DISTRICT I – population = 5744**

B-1 1224  
B-2 2319  
B-3 692  
B-4 268  
C-1 1030  
E-5 211

#### **DISTRICT II – population = 5445**

C-3 1908  
C-4 1007  
Eden Township - 123

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Fuller Township - 281  
Graceland Township - 89  
Henry Township - 104  
Kampeska Township - 295  
Pelican Township - 726  
Phipps Township - 72  
Richland Township - 156  
Florence Village - 337  
Henry Village - 256  
Wallace Village - 91

**DISTRICT III – population = 5612**

E-1 1977  
E-2 611  
E-3 1339  
E-4 406  
Dexter Township - 193  
Germantown Township - 174  
Rauville Township - 271  
Lake Township - 641

**DISTRICT IV – population = 5966**

A-1 2150  
A-2 1117  
A-3 327  
A-4 966  
D-1 1406

**DISTRICT V – population = 5558**

C-2 582  
D-2 1407  
D-3 1113  
D-4 595  
Elmira Township -- 450  
Kranzburg Township – 330  
Leola Township – 48  
Sheridan Township – 481  
Waverly Township – 200  
Kranzburg Village – 163  
South Shore Village – 189

The above and foregoing resolution was moved for adoption by Commissioner VanDusen, second by Commissioner Gabel, and upon roll call vote all present voted aye; motion carried.

Dated this 22<sup>nd</sup> day of February, 2022

Brenda Hanten  
Chair

ATTEST:

Codington County, 22 February 2022

Cindy Brugman  
County Auditor

**MEMORIAL PARK SEASONAL EMPLOYEES**

Motion by Johnson, second by VanDusen, to advertise for seasonal employees for the Memorial Park campground; all voted aye; motion carried.

**ASSISTANT WEED SUPERVISOR**

Motion by Gabel, second by Waterman, to approve a job description for an Assistance Weed Supervisor, and to advertise and hire for same; all voted aye; motion carried.

**DEPUTY VETERAN SERVICE OFFICER**

Motion by Gabel, second by Johnson, to approve a job description for a Deputy Veteran Service Office, and to advertise and hire for same; all voted aye; motion carried.

**REVISED WAGE SCALE**

Motion by Gabel, second by Johnson, to approve a revised wage scale to add the positions of Assistant Weed Supervisor to pay grade DD and Deputy Veteran Service Officer to pay grade 40; all voted aye; motion carried.

**RELIGIOUS CONFERENCE FACILITIES ZONING REGULATIONS**

The Board held a discussion regarding initiating an ordinance to allow religious conference facilities within the zoning joint jurisdictional area. Zoning Officer, Luke Muller, addressed the Board and outlined the process to initiate an ordinance. Mr. Muller advised the Board an amendment has to be initiated, at either the City or County level, to change the current ordinance. That move could come from either City of County Zoning board or the governing bodies themselves. Once an amendment is proposed, then it would need to be drafted by the Planning Commissions of the City and County, be approved by both Planning Commissions, and then approved by both the County Commissioners and Watertown City Council. However, in order for the County and City to approve that change, they would also need to change the policy of discouraging commercial or urban residential development in "Ag" zoned areas of the Joint Jurisdictional area before they are annexed. Chair Hanten asked for any Commissioners, interested in initiating an amendment, to offer a motion at this time. A motion was not offered by any Board member.

**CLAIMS APPROVED**

Motion by Johnson, second by Waterman, to approve a claim in the amount of \$23102.27 payable to the City of Watertown for December 911 surcharge collections; Gabel, Waterman, Johnson, and Hanten voted aye; VanDusen abstained; motion carried. Motion by Gabel, second by VanDusen, to approve claims payable to Prairie Lakes Health Care, \$505.28, prof svc and Reliabank VISA \$2601.98 sup/trav/misc; all voted aye; motion carried.

**FEBRUARY SALARY CLAIMS**

Motion by Johnson, second by Gabel, to approve February salary claims; all voted aye; motion carried: Commissioners: 10,775.99 total salaries. Auditor: 23,327.66 total salaries. Co. Treasurer: 29,605.90 total salaries. States Attorney: 36,694.62 total salaries. Gov. Buildings: 17,487.23 total salaries. Dir. Equalization: 47,425.88 total salaries. Reg. of Deeds: 25,552.47 total salaries. Veterans Service: 12,202.71 total salaries. Sheriff: 103,535.87 total salaries; Megan Swanson 3406.92 New Hire. Co. Jail: 134,441.20 total salaries. Welfare: 10,668.10 total salaries. County Nurse: 5,304.33 total salaries. Ag. Bldg.: 10,398.12 total salaries. Co. Extension: 10,724.86 total salaries. Weed: 5,730.57 total salaries. Road & Bridge: 105,019.12 total salaries. Emergency Management: 12,004.77 total salaries. Crime Victim: 7,429.88 total salaries. W.I.C.: 4,970.39 total salaries. Total 613,299.67. Breakdown of

withholding amounts which are included in the above: S.D. Retirement 58,636.44; S.D. Retirement 74.12 spouse option; S.D. Supplemental Retire. 3,570.00 suppl. retire.; Sanford 84,229.81 ins.; Reliance Standard Life Insurance 755.73 life ins.; Delta Dental 6373.22 ins.; Avesis 870.53 ins.; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 439.65 employee union dues; AFLAC 3,834.05 ins.; John Hancock 5,000.00 suppl. retire.; AFLAC 865.69 ins.; Watertown United Way 90.00 employee contributions; Office of Child Support 435.00 employee payments; Sioux Valley Credit Union 25,156.00 employee payments; SDRS Supplemental Retirement 4,105.00 Roth retirement; Teamsters Local Union 120 478.00 employee union due; Codington County Deputy Sheriff's Association 120.00 employee union dues; ReliaBank Dakota 41,697.39 federal withholding; ReliaBank Dakota 69,062.14 social security.

**PERSONNEL CHANGE**

Motion by Johnson, second by Gabel, to approve the following personnel change: Kristi Torstenson, new hire, Treasurer's office Administrative Support, Grade 20/Step 1, \$17.80 per hour, effective 3/1/2022; all voted aye; motion carried.

**ARPA FUNDS**

The Board briefly discussed the options available to Counties for the expense of the American Rescue Plan Act funds. One option would be for the County to use the funds for normal salaries of County employees. Funds could possibly be used for building projects also. The Board will further investigate how the funds can be expended.

**ADJOURNMENT**

There being no further business to come before the Board a motion was made by Johnson, second by Gabel, to adjourn at 10:28 a.m., until 9:00 a.m., Tuesday, March 1, 2022; all voted aye; motion carried.

ATTEST:

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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 \$\_\_\_\_\_

## Quarterly Commissioners Report Codington County- Recap of 2021

**WIC:** Caseload numbers were down slightly overall from fiscal year 2021 to fiscal year 2022. The number of pregnant women on the program though have stayed consistent and even rose slightly. The increase in dollar amount that all participants were for fruit and vegetables continues to remain at the increased amount till the end of March. We still offer phone appointments for those clients that need it but do encourage participants to come in person. The waiver that we have in place to be able to complete services over the phone is currently extended through June of 2022.

**Immunizations:** We continue to complete immunizations in office. We had a great increase in immunizations prior to school as many of the clinics were busy and appointment times were months in the future. From 08/01/2020-09/30/2020 we provided a total of 53 immunizations. From 08/01/2021-09/30/2021 we provided a total of 157 immunizations. We held 3 flu clinics for state employees and still have flu vaccine that is available for individuals. Flu season is not over yet.

**School Services:** School services for St. Martin's, Florence and Henry and all completed for the 2021-2022 school year. School contracts for Great Plains Lutheran High School and Waverly are still underway. The services that are left to complete at these schools include education on puberty, hygiene, and substance abuse.

**Baby Care/Prenatal Education:** We still offer both phone and in person appointments, but we are encouraging these clients to have these appointment in person so that we are able to closely monitor them.

**Infant Mortality:** We continue to also distribute pak-n-plays to qualifying expecting moms and educate on safe sleep practices. We also continue to provide car seats to needing families and educate on car seat safety.

**Staffing:** Suzi Haugly our previous dietitian has taken an advancement within our department leaving an opening for a registered dietitian. Our region expanded this summer to now include 18 counties in the Northwest portion of the state. We have welcomed Sara Braskamp as our new dietitian in October. Sara has worked with the WIC program previously and is very familiar with the Federal regulations that WIC follows. We have also recently hired Kaia Kleinlein and she will start in March. She is a licensed practical nurse, and we are excited for her to start. I continue to be the full-time nurse and between Liza and Kaia they will fill the other full time position. We are excited to be fully staffed again.

**Staff Training/Continuing Education:** Staff have been completing all training virtually during the pandemic. As of 2/25/2022 all staff in the office have completed some part of a 12 series Breastfeeding Training. With the completion of this all health professionals are able to better help breastfeeding moms with education and problems.

**Upcoming Events:** Currently no upcoming events that we are participating in.

**Other:** We have rapid COVID test in our office that are free to anyone. We ask that if anyone is wanting one to call our office ahead of time and let us know how many are needed and a name. These can then be picked up in our front entry way of the office. I have been working with the community and attending the interagency meetings which will allow our office to be able to make referrals to other agencies in the community on our patients behalf's.

Respectfully submitted,  
*Codi Martin, BSN, RN*  
South Dakota Department of Health  
Codington County Community Health Service

**Current: MAR22 - Codington County Veterans Service Office – Todd Rose**

**2 DAV transports in FEB, 0 trips currently schedule for MAR. Received phone called from VA Department of Volunteer Services and they have the VAN in Sioux Falls and are working to get it licensed and required paperwork complete. We will be contacting them on 14MAR22 to check on status plus see what paperwork needs to be completed on our current DAV vehicle**

**Will be working with Human Resources to open Deputy VSO position. Pegs last day on the County's book will be 31JUL22.**

**Travel request for Todd (VSO) to attend VSO training in Sioux Falls on 23-25 MAR 22.**

**Future:**

**New DAV Vehicle press release / roll out. APR – MAY time frame.**

**Memorial Day program is handled by American Legion Post #17.**

**Any questions or concerns?**

2022 Chemicals & Rates

Townships & County:

Equip. & man-\$45/hr

Chemical Rates / gallon

2-4D Amine, Aquatic labeled:

priced at time of purchase

Rodeo or Equivalent:

\$48.35

Roundup Pro or Equivalent:

\$35.80

Plateau or Equivalent:

Basf Plateau -\$103.25

Alligare Panoramic - \$97.80

2-4D Ester or Equivalent:

\$30.00

Tordon 22K or Equivalent:

\$48.30

Nonionic Surfactant:

Brewer 90-10 - \$10.35

GrazonNext:

\$47.90

Milestone:

\$299.73

Transline

\$116.97

State, City & Privates:

Chemical Rates / gallon

2-4D Amine, Aquatic labeled:

\$30.00

Rodeo or Equivalent:

\$55.00

Roundup Pro or Equivalent:

\$40.00

Plateau or Equivalent:

Basf Plateau -\$120.00

Alligare Panoramic - \$113.00

2-4D Ester or Equivalent:

\$35.00

Tordon 22K or Equivalent:

\$56.00

Nonionic Surfactant:

\$12.00

GrazonNext:

\$55.00

Milestone:

\$320.00

Transline:

\$135.00

Dicamba:

\$90.00

Hourly and equipment rates

State, City & Privates

\$60/hr-truck, \$50/hr-RTV, Man hour-\$45/hr, 1hr minimum

Water charges:

\$.06/gallon - 500 gallon minimum



Banner Associates, Inc.  
803 South Dakota St  
Milbank, SD 57252  
Tel 605.692.6342  
Toll Free 855.323.6342  
www.bannerassociates.com

January 21, 2022

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

Re: Letter of Contract – Engineering Services for:  
Full Depth Reclamation (FDR) and New Asphalt for County Highways 9B & 23  
Micro-seal for County Highways 6A & 17

F:\Proposals\FY 2022 Letter Contract Proposals\25 January Codington Co 2 MI FDR and 6 Mi MicroSeal - Codington County\2022-01-21 Banner Codington Co Hwy 9B & 23 FDR and Hwy 6A & 17 Microseal.docx

Dear Mr. Hartley:

Banner Associates, Inc. ("Banner") is pleased to submit this Letter of Contract for Engineering Services for:

- FDR and new asphalt on 1.0 miles of County Highway 9B (from 14<sup>th</sup> Ave NE to US Hwy 81) and 1.0 miles of County Highway 23 (from US Hwy 212 to 172<sup>nd</sup> Street).
- Micro-seal on 3.0 miles of County Highway 6A (from 444<sup>th</sup> Avenue to SD Hwy 20) and 3.0 miles of County Highway 17 (from SD Hwy 20 to 164<sup>th</sup> Street).

Engineering Scope of Services:

➤ Design & Bid Letting Phase

- Measure existing highway width, cross slope, general rutting, and dig out locations
- Testing
  - a) Asphalt & base course thickness and subgrade strength (FDR & micro-seal)
  - b) Asphalt aggregate gradation and crushed particle percentage (FDR)
  - c) Asphalt binder content (FDR)
- Meet with Highway Superintendent to discuss design and micro-seal vs. overlay
- Plan sheets and specifications:
  - a) Title Sheet
  - b) Estimate of Quantities & Notes
  - c) Typical Sections
  - d) Rates of Materials
  - e) Table of Additional Quantities
  - f) Traffic Control
  - g) Pavement Marking Details
  - h) Standard Details
- Opinion of construction cost
- Project Manual (specifications, bid documents, agreement, bonds, and conditions)
- Bid Letting (advertisement, solicit bidders, distribute plans & project manual, issue addendums if required, attend bid opening and tabulate bid results)



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Time Schedule of Work:

It is our understanding the project will be bid in the spring of 2022. Construction is anticipated to take place during the 2022 construction season.

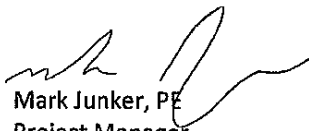
Banner's schedule will be influenced by the following:

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

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

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

Sincerely,



Mark Junker, PE  
Project Manager  
Banner Associates, Inc.



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

Enclosure:

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

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

## **GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

**CODINGTON COUNTY**

**INDIVIDUAL EMPLOYEE TRAVEL REQUEST**

Department Veteran Service Office

Name of traveling employee Todd Rose

Employee title VSO Employee status exempt ☐ nonexempt ☒

Purpose of travel South Dakota Dept of Veterans Affair Mini Training Conference

Method of transportation Privately Owned Vehicle

Destination Sioux Falls, SD (Alliance Bldg)

Departure date and time 23MAR22/0730 Destination arrival date and time 23MAR22/0900

Return departure date and time 25MAR22/1600 Return arrival date and time 25MAR22/1730

**Costs of travel**

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) POV mileage = 200 miles x .575 = \$115.00

Lodging expense \$192.00 7-9DEC21 – Holiday Inn Express on Russel close to Alliance Bldg

Meals \$94 Registration \$0

Other costs None

Overtime costs involved in the requested travel None

Can the traveling employee's hours be flexed to reduce or eliminate overtime costs? N/A

Yes ☒ No ☐ If no, why \_\_\_\_\_

Is this travel a budgeted item? Yes ☒ No ☐

**County Commission**

Travel request approved: yes ☐ no ☐ Comments \_\_\_\_\_

Commission Chairman, \_\_\_\_\_ Date \_\_\_\_\_

MEETING OF THE  
SIOUX VALLEY COMMISSIONERS ASSOCIATION

Wednesday, March 23, 2022

12:00 Noon

Plymouth Congregational Church  
112 N Smith St  
Clark, SD 57322

Registration Fee (\$12.00)

Welcome.....Chris Sass, Clark County Commission Vice Chairperson

Meeting Called to Order.....Wally Knock, Clark County Commission Chairperson

Roll Call

Minutes of the November 10, 2021 Meeting

Old Business

New Business

- Comments from Area Legislators
- SDACC Update.....Kris Jacobsen, SDACC Executive Director
- Next Meeting Date Second Wednesday in August – Lake County
- Other
- Tour of the Charters of Freedom Park

Adjourn

R.S.V.P. by March 11, 2022

Chris Tarbox

[Christine.Tarbox@state.sd.us](mailto:Christine.Tarbox@state.sd.us)

605-532-5921

*(NOTE: The Association has a policy whereby each county is responsible for paying for their respective number of reservations, regardless of whether they all attend the meeting.)*