

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, November 28, 2023

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 November 28, 2023, agenda
5. Action to approve the November 21, 2023, minutes of the Board of Codington County Commissioners
6. Discussion with Mitch Reed, Superintendent of Florence School, to add stop signs on County Road 23
7. Monthly Reports
 - a. Emergency Management
 - b. Sheriff
8. Action to declare Sheriff's office equipment surplus
9. Action to approve a bid with Hollaway Bridge and Culvert, Inc., to repair Bridge #15-218-210
10. Action to declare workstation computers in the Treasurer's Office surplus to be destroyed
11. Action to approve MOU between SDSU and Codington County for the provision of items relating to 4-H in Codington County
12. Action to approve the Chair to sign the rental agreement for Coroner space
13. Discussion/possible action to appoint new members to the Codington County Justice Advisory Committee
14. Action to approve abatement applications
15. Action to approve claims for payment
16. Action to approve automatic budget supplements
17. Action to approve personnel changes
18. Action to approve travel requests
19. Public Notices – a possible quorum of Commissioners could be in attendance at:
 - a. Farm Business Banquet, November 30, 2023, 5:30 p.m., Studio 212 (former Shopko building)
 - b. Justice Advisory Committee, December 04, 2023, 5:30 p.m., new courtroom on the lower level of the Court House
20. Old Business
21. New Business
22. Open
 - a. Public Comments
 - b. Commission Comments

23. 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)**

24. Action to adjourn upon completion of agenda item

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
Codington County Court House
14 1st Ave SE
Watertown, SD 57201**

November 21, 2023

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, November 21, 2023, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen, and Randall Schweer (joined meeting at 9:07); Chair Gabel, presiding. The pledge of allegiance was led by Commissioner Johnson.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair Gabel 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 Johnson, to approve the agenda for November 21, 2023, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Waterman, to approve the minutes of November 14, 2023; all voted aye; motion carried.

EMPLOYEE HEALTH INSURANCE PLAN REVIEW

Kranz Insurance representative, Jamie Riley, met with the Board to review the County's employee health insurance plan and renewable premium rates for 2024 coverage.

MONTHLY REPORTS

Highway Superintendent, Rick Hartley, informed the Board: fall mowing was completed the last week in October; the graveling projects continue, the dark areas are finished, now working on the places where rocks are showing in the road; were able to get rock on the shoulders on the spot that was built up on County Road 4-1, still have gravel to haul in those area; still have more rip rap to place on several roads; the paving project on 23-4 , 442 Ave., which is 6 miles north of Hwy 20, did not get done this fall due to rain and cold weather conditions, the contractor will honor their price for 2024 and get the County on the list to have it paved next year; depending on the weather we have trees in the right of way that will need to be cut, also the County trims trees in the small towns that the motor graders are in to help eliminate breaking off mirrors and windows on the County equipment for snow removal; discussion with Florence school and the Mayor of Florence to add 4 stop signs by the Florence School on County Road 23.

Facility Manager, Steve Molengraaf, updated the board: Ag. Building – events such as grade school turkey bingo, auctions, meetings and Codington County Sheriff's coat give away for the past month, the Jordan Mack Calf Show is this coming Saturday, will be putting barricades up for the ice arena; Court House – met with Johnson Controls and their engineers for a walk through for the generators and fire sprinkler system so they can get plans put together, dark shades were installed in the Clerk of Courts office; Detention Center – staff have been working on several incidents of shredded linens stuffed into the toilets and feces spread on the cell walls, have cut holes into the walls for the intercoms which were to have been installed last year, the electrician has been here a couple times working on the door in the medium cells, installed new doors but didn't replace the old wiring in the hall which is having issues now; Park – installed another 9-hole baskets of disc golf in the back NE section of the park, the park gates are open until December 4th to give people an opportunity to play the courses, the Sheriff's Office is aware that the Park is still open; Codington County, 21 November 2023

Weed – spraying report for this year 2023 is: 573 hours, 4300 miles, 840 gallons of 2-4D, 530 gallons of Tordon, 20 gallons of Aquatic glyphosate with a bare ground treatment on riprap, highway shop storage area and county shooting range, attended district meetings throughout the state, attending the VanDiest Chemical year end meeting; West Nile Virus – nothing to report due to Mosquito season is done; setting up an AED defibrillator training for a morning and afternoon session on December 14th 2023 at the Watertown Fire Station, hopefully a couple people from each department will be able to attend, Commissioner VanDusen mentioned that the 911 dispatch center uses Pulse Point AED, which lets dispatch know where AED's are located throughout the community.

HIGHWAY DEPT. TRUCK DUMP BODY PURCHASE

Motion by VanDusen, second by Schweer, to approve the purchase of a Crysteel Select Dump Body for a truck, as budgeted in 2023 for the Highway Dept. Highway Supt., Rick Hartley, provided the Board with a Sourcewell bid in the amount of \$77,815.00. Upon vote of the Board all present voted aye; motion carried.

BRIDGE IMPROVEMENT GRANT APPLICATIONS

Highway Supt. Rick Hartley, presented the Board with 3 BIG Program Resolutions for their approval. The Highway Supt. advised the Board that Bridge ID# 15-157-025 submitted for replacement is located on Cottonwood Street (Hwy 2), 0.8 miles east of 451 Ave., Motion by Johnson, second by Waterman, to approve Resolution 2023-36 to apply for BIG funds; all voted aye; motion carried.

RESOLUTION 2023-36

BRIDGE IMPROVEMENT GRANT PROGRAM RESOLUTION AUTHORIZING SUBMISSION OF APPLICATIONS

WHEREAS, Codington County wishes to submit an application for consideration of award for the Bridge Improvement Grant Program:

STRUCTURE NUMBER AND LOCATION:

Str. No. 15-157-025
164 St. (Hwy 6), at 452 Ave. intersection

AND WHEREAS, Codington certifies that the project is listed in the county's Five-Year County Highway and Bridge Improvement Plan, and

AND WHEREAS, Codington County agrees to pay the 20% match on the Bridge Improvement Grant funds; and/or 0.0% match on the Local Federal Bridge funds;

AND WHEREAS, Codington County hereby authorizes the Bridge Improvement Grant and Local Federal Bridge application and any required funding commitments.

NOW THEREFORE BE IT RESOLVED:

That the South Dakota Department of Transportation be and hereby is requested to accept the attached Bridge Improvement Grant application and/or Local Federal Bridge application.

Vote of Commissioners: Yes 5 No

Dated at Watertown, SD, this 21st day of November, 2023

Codington County, 21 November 2023

Donald L. Gabel II
County Commission Chair

ATTEST:

Brenda Hanten
Codington County Auditor

BRIDGE IMPROVEMENT GRANT APPLICATION

Highway Supt., Rick Harley, presented the Board with a BIG Resolution for their approval. The Highway Supt. advised the Board the bridge submitted for is Bridge ID# 15-159-100, located on 164th St. (Hwy 6), at 452nd Ave. intersection, for rip rap under the bridge. Motion by VanDusen, second by Johnson, to approve Resolution 2023-37 to apply for BIG funds; all voted aye; motion carried.

RESOLUTION 2023-37

**BRIDGE IMPROVEMENT GRANT PROGRAM
RESOLUTION AUTHORIZING SUBMISSION OF APPLICATIONS**

WHEREAS, Codington County wishes to submit an application for consideration of award for the Bridge Improvement Grant Program:

STRUCTURE NUMBER AND LOCATION:

Str. No. 15-159-100
164 St. (Hwy 6), at 452 Ave. intersection

AND WHEREAS, Codington County certifies that the project is listed in the county's Five-Year County Highway and Bridge Improvement Plan, and

AND WHEREAS, Codington County agrees to pay the 20% match on the Bridge Improvement Grant funds; and/or 0.0% match on the Local Federal Bridge funds;

AND WHEREAS, Codington County hereby authorizes the Bridge Improvement Grant and Local Federal Bridge application and any required funding commitments.

NOW THEREFORE BE IT RESOLVED:

That the South Dakota Department of Transportation be and hereby is requested to accept the attached Bridge Improvement Grant application and/or Local Federal Bridge application.

Vote of Commissioners: Yes 5 No

Dated at Watertown, SD, this 21st day of November, 2023

Codington County, 21 November 2023

Donald L. Gabel II
County Commission Chair

ATTEST:

Brenda Hanten
Cody County Auditor

BRIDGE IMPROVEMENT GRANT APPLICATION

Highway Supt., Rick Hartley, presented the Board with a BIG Program Resolution for their approval. The Highway Supt. advised the Board that the bridge submitted is Bridge ID#15-268-139 located on 463 Ave. (Hwy 3), 0.1 miles north of 168th St., for rip rap under the bridge. Motion by Johnson, second by Schweer, to approve Resolution 2023-38 to apply for BIG funds; all voted aye; motion carried.

RESOLUTION 2023-38

**BRIDGE IMPROVEMENT GRANT PROGRAM
RESOLUTION AUTHORIZING SUBMISSION OF APPLICATIONS**

WHEREAS, Cody County wishes to submit an application for consideration of award for the Bridge Improvement Grant Program:

STRUCTURE NUMBER AND LOCATION:

Str. No. 15-268-139
463 Ave. (Hwy 3), 0.1 miles north of 168 St.

AND WHEREAS, Cody County certifies that the project is listed in the county's Five-Year County Highway and Bridge Improvement Plan, and

AND WHEREAS, Cody County agrees to pay the 20% match on the Bridge Improvement Grant funds; and/or 0.0% match on the Local Federal Bridge funds;

AND WHEREAS, Cody County hereby authorizes the Bridge Improvement Grant and Local Federal Bridge application and any required funding commitments.

NOW THEREFORE BE IT RESOLVED:

That the South Dakota Department of Transportation be and hereby is requested to accept the attached Bridge Improvement Grant application and/or Local Federal Bridge application.

Vote of Commissioners: Yes 5 No

Dated at Watertown, SD, this 21st day of November, 2023

Cody County, 21 November 2023

Donald L. Gabel II
County Commission Chair

ATTEST:

Brenda Hanten
Codington County Auditor

WELFARE OFFICE LATC JOB SHADOW STUDENT

Motion by Johnson, second by Schweer, to approve an on-the-job training agreement between Codington County and LATC, to allow LATC student, Lily Pressler, to “job shadow” staff in the Codington County Welfare Office; all voted aye; motion carried.

EMPLOYEE HEALTH INSURANCE RENEWAL

Motion by Schweer, second by Waterman, to approve employee health insurance premium renewal costs for 2024 with the Sanford Health Plan; all voted aye; motion carried.

<u>PLAN</u>	<u>TOTAL PREMIUM</u>
Single – option 1	\$944.15
Single – option 2	\$855.25
Single – option 3 – with HSA	\$671.64
Family – option 1	\$2,360.38
Family – option 2	\$2,138.12
Family – option 3 – with HSA	\$1,679.11

Motion by VanDusen, second by Schweer, to approve the 2024 employee health insurance premium employer/employee payment costs; all voted aye; motion carried.

<u>PLAN</u>	<u>COUNTY COST</u>	<u>EMPLOYEE COST</u>
Single – option 1	\$925.00	\$19.15
Single – option 2	\$855.00	\$0.00
Single – option 3 – with HSA	\$671.64 for premium, \$253.36 for HSA	\$0.00
Family – option 1	\$1,600.00	\$760.38
Family – option 2	\$1,600.00	\$538.12
Family – option 3 – with HSA	\$1,600.00	\$79.11

The county will also make a one-time contribution of \$1,000.00 to each HSA account

Motion by VanDusen, second by Schweer, to declare an emergency motion to approve a contract for management of the HSA account with Further and to pay the management fee up to \$3.00/per individual; all voted aye; motion carried.

CLAIMS

Motion by Johnson, second by Schweer, to approve a claim in the amount of \$24,405.77, payable to the City of Watertown for September 2023, 911 surcharge collections; Gabel, Waterman, Johnson and Schweer voted aye; VanDusen was recused; motion carried.

BUDGET SUPPLEMENTS

Codington County, 21 November 2023

Motion by VanDusen, second by Waterman, to approve the following automatic budget supplements: to the County Park Budget, in the amount of \$28,792.04 with insurance proceeds; and to the Welfare Budget, in the amount of \$39,170.25 with ERA -2 grant funds; all voted aye; motion carried.

TRAVEL REQUEST

Motion by Johnson, second by Schweer, to approve the following travel request: Weed & Pest Dept. staff to attend VanDiest Year-end meeting; all voted aye; motion carried.

NEW BUSINESS

Commissioner VanDusen mentioned the tragic vehicle accident that took the life of Tom Burns a long-time attorney in Watertown, condolences and prayers to the family and also prayers for Tom's wife, Carolyn who remains hospitalized.

EXECUTIVE SESSION

Motion by Johnson, second by Schweer, to enter into executive session, per SDCL 1-25-2 (3) preparing for contract negotiations and (4) discussing information listed in SDCL 1-27-.5(8) and 1-27-1.5(17) (safety or disaster); at 10:01 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:41 a.m., no action was taken. Coroner, Terry Sorensen and Human Resource Representative, Natalie Remund were present for executive session.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Schweer, to adjourn at 10:41 a.m., all voted aye; motion carried.

ATTEST:

Brenda Hanten

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.

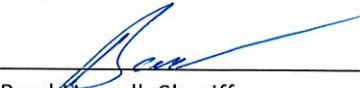
Published once at the total approximate cost of \$_____

REQUEST FOR SURPLUS PROPERTY DECLARATION

I, Brad Howell, Sheriff of Codington County, South Dakota, hereby request that the property listed below be declared as surplus property:

1. 1-452 Fujitsu Tablet SN: R6101265
2. 1-453 Fujitsu Tablet SN: R6101264
3. 2-082 Intercom System Aiphone SN: 2835142 NEM-40A

Dated this 16 day of November, 2023.



Brad Howell, Sheriff

DECLARATION OF SURPLUS PROPERTY

The property listed above has been declared surplus this _____ day of _____, 2023. The property is to be destroyed.

CODINGTON COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman



Hollaway Bridge and Culvert, Inc.

November 21, 2023

Rick Hartley, Codington County Highway Superintendent

1201 10th St. NW

Watertown, SD 57201

Str. # 15-218-210(1.0 E and 3.0 S of Watertown).

Bridge Wing wall Repair Estimate for repairing the northeast wing wall. The new wing wall will consist of new h-piles and galvanized sheeting. We will install county furnished riprap along the northeast bank to protect the roadway.

Wing Wall Repair

Estimate of Materials W/o (riprap)- \$15,000.00 based on today's pricing.

Estimated Labor and Equipment - \$38,000.00

Estimated Taxes - \$1,081.73

Estimated Total - \$54,081.73

Levi Hillmer, President

Hollaway Bridge and Culvert, Inc.

County Responsibilities: Road closure, hauling debris and rubble, final roadway surfacing, Riprap and Suppling necessary materials to complete the Project.



MEMORANDUM OF UNDERSTANDING

between

SDSU and Codington County of South Dakota

2024

*In accordance with SDCL Chapter 13054, as amended, and in furtherance of Extension educational programs in Agriculture and Natural Resources, Family and Consumer Sciences, Community Development and 4-H Positive Youth Development with the complete understanding of all parties concerned. **South Dakota State University** on behalf of SDSU Extension ("SDSU"), and the Board of County Commissioners of **Codington County** (the "County") enter in the following:*

1. COOPERATIVE EDUCATIONAL PROGRAM DEVELOPMENT

SDSU agrees to give guidance and active assistance to the 4-H Youth Program Advisor in determining and carrying out South Dakota 4-H (SD 4-H) and Youth Development educational programs that will be of greatest benefit to the people in the county. SDSU agrees to assist the 4-H Youth Program Advisor in the conduct of their work by providing program planning and development, leadership, training, supervision, and subject matter support through Extension specialists, field specialists, publications, and technology information services.

2. PERSONNEL AND FINANCIAL RESPONSIBILITY OF COOPERATING COUNTY

The County agrees to furnish an office suitable to all parties of the Memorandum. The County further agrees to provide sufficient funds for qualified office administrative support, 4-H Youth Program Advisor travel expenses, office supplies, and equipment, postage, demonstration and educational supplies, telephone/internet and related charges and up-to-date computer/related equipment, subject to the county's budgetary authority.

The County agrees to pay annually to SDSU for partial salary support of the 4-H Youth Program Advisor position. Payments must be made by the 31st day of March in the 2024 calendar year. For the calendar year 2024, this is in the amount of \$22,400.00 which reflects the 4-H Youth Program Advisor's 1.00 FTE appointment in Codington County. Should the position become vacant during the 2024 calendar year, or portions thereof, the county shall be reimbursed on a pro-rata basis for such period(s) of vacancy at the close of the calendar year.

The County agrees to reimburse the 4-H Youth Program Advisor for official use of their personal vehicle, meals, and lodging on official business away from their county office headquarters at rates and policies (e.g., IRS, GSA) equal to or above those established by the State Board of Finance. The 4-H Youth Program Advisor will submit itemized vouchers for official travel expenses to the County Auditor (or appropriate designee) for presentation to the County for payment.

The 4-H Youth Program Advisor will travel within the county to serve clientele and conduct educational programming. Furthermore, the 4-H Youth Program Advisor will participate in some out-of-county activities that are related to their duties for the county (e.g., State Fair) for which the County agrees to reimburse travel expenses. The County further agrees to allow the 4-H Youth Program Advisor to participate in some training and special events outside of the county which are related to their duties and continued professional development. For these specific mandated professional development events, SDSU will provide travel reimbursement to the 4-H Youth Program Advisor.





3. ACCESS TO CONFIDENTIAL DATA

Access to SDSU data and communications, whether it resides on county-owned or SDSU-owned equipment, shall be restricted to SDSU personnel or their respective designees. As stated in the South Dakota Board of Regents Acceptable Use Policy, information resources and technology should be used to support the operations and missions of the South Dakota Regental System. Accordingly, the SDSU Office of Technology and Security will investigate any and all allegations of misuse of technology by SDSU personnel. Allegations of misuse of technology on county-owned equipment by SDSU personnel will be investigated jointly by the SDSU Office of Technology and Security and the appropriate county personnel. SDSU will work with individual counties as requested to establish a standard Third Party Agreement to address network access concerns.

4. COOPERATIVE PERSONNEL EMPLOYMENT POLICY

It shall be the responsibility of SDSU to screen and certify the qualifications of applicants for a vacant position. The County will be represented in interviewing candidate(s) for the open position and participate in recommending approval or rejection of the candidate's employment by SDSU. Salary will be determined by SDSU with approval the South Dakota Board of Regents.

If the performance of a 4-H Youth Program Advisor becomes unsatisfactory, his/her employment may be terminated in accordance with SDSU and Board of Regents Personnel policies. In addition, SDSU may need to remove a 4-H Youth Program Advisor when either appropriated State or Federal funds or the County funds are not adequate to satisfactorily carry on effective 4-H Positive Youth Development Extension educational programs in the county.

The employment policies of SDSU and parties to this cooperative agreement are required to conform to provisions of the Civil Rights Act of 1964 and related amendments thereto prohibiting discrimination.

5. CONDITIONS FOR ACCESS AND USE OF COUNTY FACILITIES

The County and SDSU recognize the positive impacts SD 4-H Programs have on the youth in the County and the local Community in general. By providing opportunities for educational and personal growth among the County's Youth, the County benefits from maintaining and strengthening the social bonds of the Community as a whole. Therefore, the County agrees to allow SDSU to host SD 4-H Youth Program events at appropriate facilities owned by the County or operated by a third party for the benefit of the County. At the County's request, SDSU will require SD 4-H Youth Program participants to sign waivers of liability and hold harmless as a condition to participate in an event.

6. LIABILITY COVERAGE

SDSU is subject to the limitations of liability set forth in SDCL Chs. 3-21 and 3-22 and the PEPL fund agreement thereto. Currently, the PEPL Agreement specifically excludes liability coverage for volunteers of the SD 4-H Programs among other exclusions. Specified coverage is provided for covered negligence of SDSU employees, including 4-H Youth Program Advisors. As a State entity, SDSU cannot contract for coverage beyond the statutory and PEPL liability coverage limitations because that would be considered an unauthorized waiver of sovereign immunity.

SD 4-H Program Volunteers are covered by an Excess Volunteer Liability Policy.

SDSU will inform the County in the event of any material change in the above-referenced liability coverages.

7. ENTIRE AGREEMENT

The parties acknowledge that the terms of this Agreement constitute the full and final agreement of the parties hereto, superseding all prior negotiations and all prior or subsequent oral agreements. No statement, promises or inducements made by the parties, or their employees, agents or assigns which are not contained in this Agreement shall be valid or binding. This Agreement may be amended only by written agreement and executed by each of the parties hereto.





8. GOVERNING LAW

The parties agree and acknowledge that this Agreement shall be construed in accordance with the laws of the State of South Dakota. Venue shall be in a court of competent jurisdiction in South Dakota.

9. ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the parties hereto and executed by each of the parties.

10. NONAPPROPRIATION OF FUNDS

In the event funds to fulfill the terms of this Agreement are not budgeted or appropriated for any fiscal year, then in that event there shall be no obligation on non-budgeted or appropriated Party to fulfill such appropriation or budget and this Agreement shall become null and void except as to terms for which an appropriation or budget has been made, and no right of action or damage shall accrue to the benefit of any person or entity, their agents, successors or assigns for any further payments or other performance under this Agreement.

11. APPROVAL AND/OR MODIFICATION OF MEMORANDUM

This memorandum will be in effect upon when both the County and SDSU approve by authorized signature. It supersedes all previously signed agreements and shall remain in effect until it is expressly terminated in writing by one or more of the parties concerned. This agreement should be reviewed at the first meeting of the County Commission each year for purposes of informing new members and reacquainting experienced members with its provisions.

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12. SIGNATURES AND APPROVALS

For County:

By: _____

[Print Name Above]

Title: Chairperson, County Commission

Date: _____

For SDSU:

By: _____

Karla Trautman

Title: Director, SDSU Extension

Date: _____

County Attest (when applicable):

By: _____

[Print Name Above]

Title: _____
[Print Title Above]

Date: _____

Additional Signature (when applicable):

By: _____

[Print Name Above]

Title: _____

Date: _____

