

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 19, 2024

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 19, 2024, agenda
5. Action to approve the November 12, 2024, minutes of the Board of Codington County Commissioners
6. Discussion/possible action to approve distribution of compensation for County Road 20 Construction Easements
7. Discussion/possible action to authorize chair to sign Contract for engineering Services with Banner Associates, Inc. for Codington County Road 20 paving
8. Monthly Reports
 - a. Highway
 - b. Facility Manager
9. Discussion/possible action to approve a quote to purchase a copier for Highway Department
10. Action to advertise and hire full-time Corrections Officer position, to fill a vacancy
11. Action to accept a survey proposal for the new jail construction site
12. Review/possible action to approve and sign union contracts
13. Action to declare office equipment at the Treasurer's Office, surplus to be destroyed
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, December 5th, 2024, Event Center, 6:00 p.m.
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 items

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 12, 2024

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, November 12, 2024, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen, and Randall Schweer; Chair Schweer, presiding. The pledge of allegiance was led by Commissioner Gabel.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair Schweer 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 Gabel to approve the agenda for November 12, 2024, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Waterman, to approve the minutes of November 07, 2024; all voted aye; motion carried.

ADDITIONAL RAIF FUNDING WITH PELICAN TOWNSHIP

Pelican Township Board members, Josh Mikkelson, Chairman and Greg Benthin, Supervisor, appeared before the Board to request additional RAIF funding from the original amount of \$69,000.00 that was approved at the January 9, 2024 Board meeting due to the increased cost of the culverts; the amount they requested is \$5,584.48 which would be RAIF covering 80% and Pelican Township covering 20% of the additional amount; motion by Gabel, second by VanDusen to approve the additional RAIF funding in the amount of \$5,584.48, 80% of the cost from RAIF funding is \$4,467.58 and 20% of the cost from Pelican Township is \$1,116.90; all voted aye; motion carried.

UPDATE ON EXTENSION BUILDING PARKING LOT PROJECT

Waylon Blasius, Banner Associates, Inc. updated the Board on the timeline for completion of the Extension Building parking lot, there was a need for an extension on the original completion date due to the change order for the extension building skirting repair, there is some correctional work that needs to be done and is currently taking place, Waylon will work with the contractors to ensure that all the documents for the completion of the project and warranty are completed.

ENGINEERING SERVICES FOR STRUCTURE NO. 15-159-000 RIPRAP REPAIR PLANS & CONSTRUCTION SERVICES

Motion by Gabel, second by Waterman, to authorize chair to sign contract for engineering services with Banner Associates, not to exceed \$15,000.00 for Structure No. 15-159-000 located on 164th Street (Hwy 6) over the Big Sioux River, Waylon Blasius, Banner Associates, Inc. and interim Highway Supt., Lynn Solberg, informed the Board about the project and provided pictures of the bridge that needs repair; all voted aye; motion carried.

MONTHLY REPORTS

Auditor, Brenda Hanten, expressed thanks to her office staff, maintenance staff, staff from other County offices, all those who served as precinct officials for the 2024 General Election, and Scout Troop #8 who also assisted by carrying election supplies to the Auditor's office on election night. The office continues to work on the processing of property tax levies for taxes payable in 2025 along with regular monthly duties and year-end procedures. **Community Service Director, Sara Foust**, updated the Board: 48 unique individuals were served in October; CARES/ERA - \$3,750.00 was received for administrative fees; the IMPACT (Individuals Making Positive Actions Can Thrive) Medicaid Reimbursement - \$2,192 for October; Community Service Office – CHW's have been working on sustainability to increase Medicaid reimbursement, partnering with Quick Care for clients who don't have providers, Reaching Rural – hoping to hear soon about the \$1 million COSSUP grant, applying for the implementation funding; talking to Wellmark about the Comprehensive Wealth Framework that was presented at the Healthy Wealthy Communities Conference held by SD DOH & Tribal Relations in early October as a way to pull all of the work that we are doing together; Systems of Care/Strategic Planning – Interagency meeting will be meeting this week, Thursday at 9 a.m. at the State offices, the Agency of the month is Watertown Area Memory Care and Aging Network; Housing Summit is November 20th, Maximizing Excellence will facilitate the event; Childcare – The Monastery is hoping to start renovations mid-November and will have a Chamber after 4 event on November 14, 2024, working with WDC & Klein Visioneering Group on a contract to address the more complicated issues associated with childcare, Early Learner has prioritized needs with an action plan which will be used for future meetings; Centralized location – moving forward with a possible location and funding for social services to be centralized; check out Codington Connects for more events and information about the community.

SCOUT TROOP #8 AND LEADERS

The following scouts and leaders from Scout Troop #8 were recognized for their assistance with carrying elections supplies to the Auditor's office when Precinct Officials arrived at the Court House on election night; Scouts – Hannah Bartelt, Markie Kohlenberg, Lilah Kanrud, Bentley Kanrud, Brayden Fisk, and Leaders – Cathy Bartelt, Chris Bartelt, Kjersten Fisk and Sarah Kanrud.

2 STAGE JACK FOR HIGHWAY DEPARTMENT

Motion by Johnson, second by VanDusen, to approve a quote for the purchase of 2 stage jack, for the Highway Department, from NAPA Auto Parts in the amount of \$3,599.00, interim Highway Supt., Lynn Solberg, presented the Board with the quote; all voted aye; motion carried.

REACHING RURAL IMPLEMENTATION FUNDING GRANT

Motion by VanDusen, second by Gabel, to authorize the application for Reaching Rural Implementation Funding Grant in the amount of \$100,000.00, by the Community Services Office; Community Services Director, Sara Foust presented the details of the grant to the Board; all voted aye; motion carried.

DEPARTMENT OF HEALTH OVERDOSE DATA TO ACTION – STATES COMMUNITY HEALTH WORKER PROGRAM GRANT

Motion by VanDusen, second by Johnson, to authorize the Community Services Office to apply for the Department of Health Overdose Data to Action – States Community Health Worker Program Grant, Community Services Director, Sara Foust informed the Board that if approved this could cover \$15,000, per CHW/CHR employee per project year; all voted aye; motion carried.

AUDITOR'S ACCT. W/TREASURER AND REGISTER OF DEEDS FEES

Motion by Johnson, 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 October, 2024, all present voted aye; motion carried.

Cash on hand	\$ 18,292.38
Checks in Treasurers' possession	
less than 3 days	\$ 1,271,991.59
Credit Card Charge	\$ 7,407.71
Cash Items	\$ 36,615.23
TOTAL CASH ASSETS ON HAND	\$ 1,334,306.91
RECONCILED CHECKING	
Reliabank (Memorial Park)	\$ 2,000.00
Reliabank Dakota	\$ 42,400,758.95
INVESTMENTS	
SD Public Funds Investment	\$ 1,055.10
Plains Commerce Bank CD's	\$ 1,526,188.41
TOTAL CASH ASSETS	\$ 45,264,309.37
General Ledger Cash Balance by Funds	
General	\$22,393,978.36
General restricted cash	\$ 500,000.00
Sp. Revenue	\$ 8,616,177.47
Custodial	\$13,754,153.54
(schools \$10,694,833.92, townships \$167,443.04; city/towns \$2,190,881.16)	
TOTAL GENERAL LEDGER CASH	\$45,264,309.37

The Board noted Register of Deeds fees, in the amount of \$41,293.05 were collected in the month of October, 2024.

CLOSING DATE FOR HIGHWAY SUPERINTENDENT POSITION

Motion by VanDusen, second by Gabel, to set the closing date to accept applications for the Codington County Highway Superintendent position for Friday, November 22, 2024, as recommended by Human Resource Representative, Natalie Remund, all voted aye; motion carried.

SURPLUS OFFICE EQUIPMENT

Motion by Johnson, second by VanDusen, to declare the following office equipment from the Codington County Extension Office surplus to be destroyed, Hanns-G LCD Monitor, S/N 034GU3BY04229; all voted aye; motion carried.

NOTE 2024 GENERAL ELECTION POST-ELECTION AUDIT

Auditor, Brenda Hanten, informed the Board that the Post-Election Audit will be conducted on Friday, November 15th, 2024 @ 11:00 a.m.

NOTE THANKSGIVING DAY CODINGTON COUNTY OFFICE CLOSURES

Note that the Court House and all County Offices will be closed on Thursday, November 28th, 2024 and Friday, November 29th, 2024 in observance of Thanksgiving Day.

CLAIMS

Motion by Johnson, second by Gabel, to approve for payment the following list of claims; all voted aye; motion carried. 605 PROPERTY SOLUTIONS, LLC 1099.02 RENT, A-OX WELDING 36.65 SUPPLIES, ACCREDITATION, AUDIT AND 165.00 SVC, A&B BUSINESS SOLUTIONS 140.69 MAINT, ACCREDITED SECURITY 1169.00 EQUIP, ACTIVE HEATING 493.83 MAINT, ADVANCED CORRECTIONAL 19253.96 SVC, ALCOHOL MONITORING SYSTEMS 837.80 SVC, ALEX AIR APPARATUS 2, LLC 350.00 REP, AP AUTO PROS 3313.25 REP, JORDAN ARCHAMBEAU 58.00 REF, ARCHER LAND CO, LLC 3600.00 RENT, ARROWWOOD RESORT & CONF CENTER 2286.40 TRAV, AUSTIN LAW OFFICES 6994.22 SVC, AUTOMATIC BUILDING CONTROLS 1327.00 REP, AUTO VALUE

3.17 SUPPLIES, AUTO VALUE 66.97 REP, KEVIN BACH 134.84 JURY, BACHMAN PARKING & PAINTING LLC 1280.00 PMT, BATTERIES UNLIMITED 405.00 REPAIRS/MAINT., BATTERIES UNLIMITED 666.50 SUP, BEACON CENTER 1000.00 PMT, KYLIE BEAN 16.00 REF, JOHN BEASLEY 54.02 JURY, BLUEPEAK 102.99 UTILITIES, BLUEPEAK 398.77 UTIL, BORNS GROUP 5441.24 SUP, BORNS GROUP 137.00 SUP, BOYS & GIRLS CLUB 8333.34 PMT, BRATLAND LAW 1529.50 SVC, BROTHERS & SISTERS BEHIND BARS 100.00 RENT, BROWNLEE CONSTRUCTION 24305.75 SUPPLIES, BUTLER MACHINERY 14329.69 SUPPLIES, BUTLER MACHINERY 367.06 SUP, JEFF CASE 25.00 CELL, CITIWIIDE PROPERTY MANAGEMENT 12640.00 RENT, CLAUSEN & SONS CONSTRUCTION LL 543593.07 SUPPLIES/REPAIRS, CODINGTON COUNTY SHERIFF 214.20 REIMB, CODINGTON TREASURER PETTY CASH 63.25 REIMB, COKO PROPERTIES 250.00 RENT, COLE PAPERS, INC. 3860.13 SUP, COMFORT INN & SUITES 266.00 TRAV, CONSOLIDATED CORRECTIONAL 15468.45 SUP, CORNELL II APARTMENTS 547.00 RENT, COUNTY ROAD BARN 885.34 TRAV, CRAWFORD-OSTHUS FUNERAL CHAPEL 2575.00 SVC, CREATIVE REWARDS & SPECIALTIES 172.58 SUP, CREATIVE VISIONS 175.00 MAINT, CREDIT COLLECTIONS BUREAU 342.69 PMT, CREDIT COLLECTIONS BUREAU 312.66 PMT, CY & MIKE'S HIWAY SERVICE INC 27430.00 SVC, DAKOTA DATA SHRED 291.80 MAINT, DAKOTA GROUP 3173.29 SVC, DAKOTA TRAFFIC SERVICES, LLC 27826.32 SUPPLIES, MATTHEW DARGATZ 25.00 CELL, KATHY DEJONG 3456.18 SVC, DIAMOND DRUGS, INC 623.55 SVC, DIAMOND VOGEL PAINT CENTER 28.88 MAINT, JAMIE DOLEN 25.00 CELL, DUININCK INCORPORATED 16000.00 REPAIRS/MAINT., DUININCK INCORPORATED 465666.68 PMT, CAROL DUNN 56.70 JURY, JOSEPH DUPONT 52.68 JURY, EASTWOOD APARTMENTS 723.00 RENT, JEANINE EIDE 100.00 JURY, EIGHT TEN PROPERTIES, LLC 1740.00 RENT, ELECTION SYSTEMS & SOFTWARE 2413.59 MISC, JASON ENDRES 30.00 REF, MARIA ESCAMILLA 390.00 MISC, RANDALL G. FALVEY 25.00 CELL, FASTENAL COMPANY 42.14 MAINT, FEDEX 14.11 FEE, FLINT HILLS RESOURCES 15881.35 SUPPLIES, TOWN OF FLORENCE 124.00 PMT, TOWN OF FLORENCE 81.90 UTILITIES, SARA FOUST 684.30 TRAV, WENDY FRENCH 51.34 JURY, CHRISTOPHER FRYER 54.02 JURY, D LEE GABEL 444.08 TRAV, CONSOLIDATED READY MIX, INC 234.00 REP, CONSOLIDATED READY MIX, INC 748.00 SUPPLIES, GENOA HEALTHCARE 4.50 SUP, GRAINGER 608.54 MAINT, GREAT AMERICA FINANCIAL SVC 296.13 RENT, GREEN, ROBY, OVIATT, 10940.90 SVC, EMILY HAGEN 142.88 JURY, ALICIA HAICH 51.34 JURY, JUSTIN HALAJIAN 40.00 CELL, KELLY HANSON 23.00 REF, RON HARTLEY 25.00 CELL, HARTWIG HEATING 118.00 REP, HEALTHEQUITY 72.00 FEE, DAVID HEDDING 25.00 CELL, JAMES HEDGES 25.00 CELL, HELSPER, MCCARTY & RASMUSSEN 40332.30 SVC, TOWN OF HENRY 141.00 PMT, HILLYARD/SIOUX FALLS 1704.16 SUP, EZEKIAL HILMOE 4005.00 RENT, JEREMY HOPEWELL 118.76 JURY, HUMAN SERVICE AGENCY 100.00 SVC, HYVEE #1871 ACCTS RECEIVABLE 168.95 PMT, I STATE TRUCK CENTERS 646.88 REPAIRS/MAINT., INTERLAKES COMMUNITY ACTION 1727.00 SVC, JEFFERSON PARTNERS LP 80.65 TRAV, JOHNSON CONTROLS, INC. 101041.74 PMT, SAMUEL JOHNSON 108.04 JURY, MITCHELL KALLHOFF 25.00 CELL, MARK KATTERHAGEN 36.00 SVC, DEBRA KELLER 84.84 JURY, JOHN DEERE FINANCIAL 226.56 REPAIRS/MAINT., RICHARD KOHN 25.00 CELL, CHAD KOISTINEN 52.68 JURY, ERIK KOSAK 25.00 CELL, TOWN OF KRANZBURG 86.00 PMT, DARLENE KRUSE 56.70 JURY, LAKE AREA ZOOLOGICAL SOCIETY 26000.00 PMT, VAL LARSON 36.00 SVC, LATC CORPORATE EDUCATION 332.79 FEE, LEWNO LAW OFFICE 351.92 SVC, LIFT PRO EQUIPMENT CO INC 1358.55 EQUIP, JODI LOEHRER 371.63 TRAV, DAVID LOWE 59.38 JURY, MAAG PROPERTIES, LLC 1375.00 RENT, CAPITOL ONE TRADE CREDIT 218.99 SUPPLIES, MANATRON, INC 17403.00 MAINT, MASTER BURN 323.60 REPAIRS/MAINT., MASTERS TELECOM LLC 257.99 UTIL, LES MCELHANEY PROPERTIES 3900.00 RENT, MCKESSON MEDICAL SURGICAL 103.32 SUP, MCKINLEY COURT - RIVERSIDE MHP 2973.54 RENT, MCLEOD'S PRINTING & OFFICE SUP 479.94 SUP, MENARDS 1505.15 SUP, MENARDS 796.37 UTILITIES, MIDCONTINENT COMMUNICATIONS 464.44 UTIL, MILLER CONSTRUCTION 3150.00 RENT, KLAYTON MILLER 25.00 CELL, RACHEAL MOHR 662.50 SVC, MULTI BUSINESS SOLUTIONS INC 3700.00 SVC, MUNICIPAL UTILITIES 10697.23 UTIL, MUNICIPAL UTILITIES 3112.68 UTIL, MUNICIPAL UTILITIES 361.21 UTILITIES, YESIKA G MUNOZ 254.00 SVC, NAPA CENTRAL 1046.53 SUPPLIES, NELSON & ERICSSON LAW OFFICE, 8080.50 SVC,

CHRISTINE NESS 105.36 JURY, SHAWN NILLS 40.00 CELL, NORTH CENTRAL RENTAL & LEASING 505.65 REP, NORTHEAST PROPERT MANAGEMENT 2300.00 RENT, NORTHWESTERN ENERGY 176.77 UTILITIES, OFFICE PEEPS, INC. 5925.95 SUP, OFFICE PEEPS 29.61 SUPPLIES, OPTICS4BIRDING 9999.94 SUP, OREILLY AUTO PARTS 120.19 REP, OTTERTAIL POWER CO, 44.20 UTILITIES, THOMAS PAULI 40.00 CELL, MICHELLE PEDERSON 40.00 CELL, PENNINGTON COUNTY JAIL 230.95 TRAV, PINNACLE PROPERTY SOLUTIONS 1520.00 RENT, POMP'S TIRE SERVICE, INC 56.00 REP, POMP'S TIRE SERVICE, INC. 2846.03 REPAIRS/MAINT., PRAIRIE LAKES HEALTH CARE CENT 8562.87 SVC, PRINT 'EM NOW 267.00 SUP, PRINT EM NOW 219.00 SUPPLIES, RAMKOTA HOTEL & CONFERENCE 109.00 TRAV, RC FIRST AID 79.00 SUPPLIES, REDWOOD TOXICOLOGY LABORATORY 1970.70 SUP, REILLY REPAIR INC 432.99 REP, RIBSTEIN & HOGAN LAW FIRM 27183.12 SVC, RISK STRATEGIES COMPANY 200.00 PMT, ROBYN RITER 25.00 CELL, DESIRAE RODRIQUEZ 25.00 REF, HAROLD ROUNDS 25.00 CELL, RICHARD RUCKDASCHEL 102.68 JURY, RUNNINGS 37.86 SUP, DAWN RUSSELL 230.30 SVC, SAFETY BENEFITS INC. 75.00 TRAVEL & CONF., AARON SCHLEUSENER 102.68 JURY, SCHNEIDER ELECTRIC 7300.00 REPAIRS/MAINT., SCHUCHARD'S TRAILER SALES, INC 568.00 REP, BRAD SCHWINGER 25.00 CELL, SD ATTORNEY GENERAL'S OFFICE 5122.00 PMT, SD DEPARTMENT OF HEALTH 6260.00 SVC, SD DEPARTMENT OF HEALTH 175.00 LIC, SOUTH DAKOTA DEPT. OF TRANSPOR 2834.69 REPAIRS/MAINT., S.D. FEDERAL PROPERTY 823.00 SUP, SD STATE TREASURER 559682.09 OCTOBER REMITTANCE, SDACO 764.00 PMT, SDN COMMUNICATIONS 1363.51 UTIL, STATE 4-H SDSU SAG 126 20.00 FEE, MELISSA SEARS 40.00 CELL, HEIDI SELCHERT 40.00 CELL, SHARP AUTOMOTIVE 156.00 REPAIRS/MAINT., AMANDA SHAY 480.00 SVC, SIOUX VALLEY COOP 5584.70 TRAV, SIOUX VALLEY COOP 17567.83 SUPPLIES, SIG SIVERTSON 500.00 REP, SOCIA LAW, PC 20458.33 SVC, LYNN SOLBERG 40.00 CELL, TOWN OF SOUTH SHORE 187.00 PMT, TOWN OF SOUTH SHORE 96.00 UTILITIES, SOUTH SHORE GAZETTE 1780.28 PUB, SPINK COUNTY 84.00 TRAV, STEVE STAHLKE 25.00 CELL, STAN HOUSTON EQUIPMENT 332.50 REPAIRS/MAINT., STAR LAUNDRY 66.22 SUPPLIES, STAR LAUNDRY 2735.68 SUP, STATE BAR OF SOUTH DAKOTA 975.00 DUES, STATE INDUSTRIAL PRODUCTS 291.28 SUP, KATHLEEN STRICKER 51.34 JURY, SCOTT SWANSON 25.00 CELL, SYMBOLARTS LLC 662.50 SUP, MARIE THOMPSON 36.00 REF, THOMSON REUTERS-WEST 678.30 SVC, CNH INDUSTRIAL ACCOUNTS 387.38 REPAIRS/MAINT., DOUGLAS D. TORSTENSON 25.00 CELL, JAMES TORSTENSON 20.00 CELL, TWO WAY SOLUTIONS, INC 139.99 SUP, TWO TREES 37.00 SUPPLIES, TWOTREES TECHNOLOGIES 9397.52 SUP, TYLER TECHNOLOGIES, INC 72.93 REP, UNITED SERVICES LLC 1008.06 SVC, UTHE PROPERTIES, LLC 3600.00 RENT, VAN DIEST SUPPLY COMPANY 10661.00 SUP, VERIZON 40.01 UTILITIES, VERIZON WIRELESS 1761.65 UTIL, VERIZON WIRELESS 178.37 UTIL, RELIABANK VISA 388.58 SUPPLIES, RELIABANK VISA 30.00 PMT, RELIABANK VISA 1194.81 PMT, RELIABANK VISA 1842.50 PMT, RELIABANK VISA 40.96 PMT, RELIABANK VISA 93.96 PMT, MARLONIE VOGELSANG 25.00 CELL, TOWN OF WALLACE 57.00 PMT, WARNE PLUMBING 3055.87 REP, WATERTOWN CITY FINANCE OFFICE 59609.43 PMT, WATERTOWN FORD 484.03 SALARIES & WAGES, WATERTOWN FORD 133.89 REP, WATERTOWN LAWN & GARDEN 150.50 REP, WATERTOWN PUBLIC OPINION 159.12 PUB, WATERTOWN TRUCK & TRAILER INC 10691.02 REPAIRS/MAINT., WATERTOWN WHOLESALE 641.35 SUPPLIES, WEISMANTEL RENT-ALL 495.00 RENT, WEST CENTRAL COMMUNICATIONS 15802.98 UTIL, WW TIRE SERVICE INC 1223.79 REP, YANKTON CO. SHERIFF 50.00 SVC, YOUNGBERG LAW 483.00 SVC, RELIABANK VISA 1683.63

AUTOMATIC BUDGET SUPPLEMENT

Motion by Gabel, second by VanDusen, to approve an automatic budget supplement, to the Community Services Budget in the amount of \$168,416.37 with ERA-2 funds, all voted aye; motion carried.

NEW BUSINESS

Commissioner Gabel presented the Board with a draft form of timeline for the bond issue that passed on constructing a new jail facility.

EXECUTIVE SESSION

Motion by VanDusen, second by Gabel to enter into executive session, per SDCL 1-25-2 (1) discussion of personnel issues, at 9:59 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:30 a.m., no action was taken. Human Resource Representative, Natalie Remund, Sheriff, Brad Howell, State's Attorney, Alison Bakken and Auditor, Brenda Hanten, were present for executive session.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Gabel to adjourn at 10:30 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 \$_____



Banner Associates, Inc.
409 22nd Avenue South
Brookings, SD 57006
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

November 6, 2024

Lynn Solberg
Codington County South Dakota Highway Superintendent
1201 10th St. NW
Watertown, SD 57201

RE: Proposal for Engineering Services for Codington County Road 20 Paving

Dear Mr. Solberg:

Banner is pleased to submit our proposal for engineering services for the Codington County Road 20 Paving project. Our proposal is based upon Banner's understanding of the requested services of Codington County identified through phone and in-person meetings with you, and a site visit. Indicated below is a list of recitals we understand to be a part of this project, followed by a Scope of Services identifying the steps Banner will take to partner with Codington County for a successful project. Please be sure to identify any of the recitals below that you may feel are inaccurate or misrepresented, and we will amend our understanding and/or scope accordingly.

Understanding and Recitals

- The proposed project will pave two (2) miles of recently reconstructed Codington County Road 20 gravel roadway. The Codington County Highway Department has included this work in the 2025 budget.
- Preliminary planning has indicated that the finished surface will be comprised of 25' of asphalt surfacing and 1' of gravel shoulder on each roadway edge. The Taper will tie into the present-day ditch in-slope.
- It is anticipated that additional shaping and gravel placement will be necessary prior to placement of asphalt pavement. It is also possible that small areas may be identified to be dug out and replaced if instability is noted during the spring thaw.
- The design team may consider other large projects being paved in the area and determine the specifications of the asphalt pavement to be utilized, accordingly.
- Codington County prefers to allow spring frost to complete leave the ground prior to heavy construction and is agreeable to a begin construction date of June 15, 2025 or later.
- Codington County desires to have Banner perform Design Engineering, Construction Document Preparation, Bidding, and Construction Administration Services.

Scope of Services

SURVEYING

- Banner will collect limited survey to verify the edges and centerline of the roadway and utilize that information when producing a typical section.



DESIGN, AND CONSTRUCTION PLAN PRODUCTION

- Design
 - o Banner will re-establish a final vertical grade line based on the in-place gravel surfacing and review any changes with Codington County.
 - o Banner will prepare a typical section based on preferences of the County highway Department.
 - o Banner will produce rates of materials and identify an opinion of probable construction costs to be submitted to Codington County for consideration of maintaining or adjusting the final typical section.
 - o Banner will create an existing surface and proposed surface to evaluate approximately what quantity of gravel base course will be imported prior to asphalt pavement.

- Plan Production & Project Manual
 - o Banner will utilize SD DOT standard bid items, standard detail plates, and standard specifications where able. Will supplement with general notes and additional technical specifications if determined necessary.
 - o Banner will utilize EJCDC 2018 front end documents consistent with what has been used on Banner projects in Codington County in the past
 - o Prepare plan sections to include, but not limited to:
 - Title Sheet, Estimate of Quantities, Sheet Index, Legend, and Control Data
 - General notes for construction and specific notes for items not fully covered in the standard specifications
 - Traffic Control Plan
 - Grading Plans and Profiles with associated removal and install notes and Typical Sections
 - Permanent Signing Sheets
 - Pavement Marking Sheets
 - Cross-sectional views of the roadway at consistent intervals
 - Site restoration plans
 - o Banner will submit 95% Construction Documents for County review, revise those documents, and resubmit final plans stamped by a Professional Engineer for bid letting.

BIDDING

- Prepare Engineer's Estimate of Construction Costs
- Prepare advertisement and send to County to submit to local papers to advertise bid
- Post project advertisement on Banner's website and contact prospective bidders about the project
- Answer questions from bidders and prepare addendums as necessary
- Attend bid letting, tabulate bids, and provide recommendations for award to Codington County
- Assist Codington County in preparing construction agreement documents between Owner and Contractor



CONSTRUCTION CONTRACT ADMINISTRATION

- Banner will aid Codington County in preparing the Construction Contract documents for an agreement with the Contractor.
- Banner will provide two (2) participants for a pre-construction meeting, provide an agenda, and provide minutes from the meeting.
- Banner will receive and review all submittals for materials and products to be used on the project. Banner will return review cover sheets to the Contractor and will compile all submittals for the Owner at the end of the project.
- Banner will discuss and prepare all pay applications, change orders, and/or field orders determined necessary on the project. Banner will coordinate the requests for information from the Contractor and will provide formal documents for consideration to Codington County

FIELD OBSERVATION

- Banner will have field observation staff on-site for 50 hours/week for 4 weeks of construction.
- Field staff will coordinate daily activities with the Contractor, provide prompt updates of site progress to the Engineer and Owner, observe construction activities and make determinations of conformance to the construction documents.
- Field staff will record activities, conversations, and testing results in field reports and compile project pictures to supplement the narratives written.
- Field staff will coordinate testing activities with the Owner's testing agency and will attempt to be on site to observe all testing that takes place.
- Field staff will not stop construction and will not guarantee the work of the Contractor. Field staff will inform the Contractor and Owner if project construction documents are not being conformed with.
- Banner will organize weekly memorandum updates based on site meetings between the Field staff and Contractor. Banner will organize bi-weekly project progress meetings that will include the Contractor, Owner, and Engineer.

CONSTRUCTION STAKING

- Banner will provide an estimated 8 hours of construction staking for a survey team. Construction staking hours can vary greatly depending on the technology being used by the Contractor. Banner will bill any hours beyond 8 used on the project as an additional service at the labor rates indicated in the existing contract. Banner will inform Codington County of this prior to performing the staking services.

FIELD COMPLETION AND PROJECT CLOSEOUT

- Banner will perform a substantial completion walk-through with the Contractor and Codington County. Banner will prepare a punch list of items yet to be completed by the Contractor and aid in the determination if substantial completion has been met.
- Banner will perform a final walk-through for project acceptance after the Contractor has indicated that all punch list items have been addressed to the satisfaction of the Owner and Engineer.
- Banner will compile construction plans of record from the Contractor and Field staff and prepare a set of construction documents that demonstrates an as-built condition of the parking lot.
- Banner will assist Codington County in the appropriate documentation to close out the construction contract with the Contractor and will perform internal project close out tasks.



SUBCONSULTANT SERVICES

- Banner will coordinate a testing agency to complete quality assurance testing on the base course and asphalt pavement. The testing agency will have a separate contract for direct billing to Codington County.

EXCLUSIONS

- Banner excludes performing a pavement design specific to traffic counts and use. Banner will coordinate with the Codington County Highway Department for preferences on asphalt pavement types and thicknesses, consistent with what Codington County has used for constructing roadways in the past.

COUNTY RESPONSIBILITIES

- Codington County will provide timely reviews and feedback on all submittals.
- Codington County will make available any information they may have that would be beneficial to the successful design of the proposed project.
- Codington County will provide access to the site for construction purposes.
- Codington County will provide all public communication in regard to the status of the site for users.

We believe our scope encompasses the services necessary to assist Codington County in completing a successful project. If the scope of services would change, assumptions are proven to be incorrect, or exclusions noted become necessary, we would complete the requested services in accordance with the attached Schedule of Labor Rates and Expenses.

Schedule

12/15/2024 – Survey Complete

1/31/2025 – 60% Design Plan Meeting

3/31/2025 – Construction Documents Completed and Ready for Advertisement

Compensation

Banner proposes to complete the scope of services and any reimbursables for the proposed project as billed hourly, not to exceed **\$60,000.00**. If you have any questions on anything listed in this document or any items listed in the attachment, please do not hesitate to contact me at 1-605-692-6342 or waylonb@bannerassociates.com. If this letter contract is acceptable, please sign and return the Acknowledgement of Acceptance on the next page. We look forward to the opportunity to assist Codington County with this project.

Sincerely,

Waylon Blasius, PE
Transportation Department Head
Banner Associates, Inc.

Pat Carey, PE
Vice President
Banner Associates, Inc.



Page 5

Enclosures:

- Schedule of Labor Rates 2024
- General Conditions to the Contract

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2024

Client – Codington County, South Dakota

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.



Investment Pricing & Savings

Quantity	Make	Model	Description
1	Toshiba	E-STUDIO3025AC	e-studio 3025ac Color MFP
1	Toshiba	E-STUDIO3025AC	DOCUMENT FEEDER, RADF
1	Toshiba	E-STUDIO3025AC	PAPER FEED PEDESTAL 550 SHEETS X 1 DRAWER
1	Toshiba	E-STUDIO3025AC	Surge Protector ESPS1

BUNDLE PAYMENT: \$118.46 Per Month (lease & service)

Investment & Agreement Details

- Pricing includes machine, accessories, initial supplies, set-up, delivery, installation and on-site training
- **Monthly Service Agreement: INCLUDED IN PRICING ABOVE**
- All parts, labor, toner, maintenance, and service are included (excludes paper & staples)
- Includes 3,000 mono pages and 320 color pages monthly (additional pages at \$0.0111 for mono and \$0.055 for color)
- Includes print monitoring system to capture print volumes and machine status automatically
- Flexible upgrades as business changes occur
- NO extra fees or surcharges on billing!
- Life of lease Print / Scan support included in service agreement, no extra fees!
- Rebate assistance included to help the customer return the Xerox MFP to Xerox leasing company.

RETAIL PRICE: \$ 22,613
DISCOUNT/TRADE: -\$ 18,863

PURCHASE PRICE: \$ 3,750



PROPOSAL

PREPARED ESPECIALLY
FOR: Codington Co. Highway Dept
Watertown, SD

DATE: October 18, 2024

	<u>List Price</u>	<u>Your Price</u>
<u>Toshiba e-Studio 3025AC</u>	\$19,369.00	\$4,876.00
<ul style="list-style-type: none"> • 30 Page Per Minute Black & Color • 600 x 600 DPI • Standard 1,200 Sheet Paper Capacity • Automatic Duplex Unit • 4GB Memory • 320GB Self Encrypting Drive 		
MR3033 Reversing Automatic Document Feeder	\$ 1,999.00	\$ 565.00
STAND5015 Stand	\$ 299.00	\$ 118.00
Total Purchase Price	\$21,667.00	\$5,559.00

To lease the above machine for 63 months with NO MONEY DOWN would require a monthly payment of \$104.62. At the end of the lease the machine can be purchased at Fair Market Value or returned. There is a one-time document fee of \$99.

Option:

MJ1048 Stapling Inner Finisher

Add: \$806.00

Or: \$15.17 for 63 months

Service Agreement

Black .008 per copy

Color .056 per copy

Includes toner, developer, drums, supplies, parts, maintenance, service calls, and labor. Excludes staples and paper. No minimums.

15 Amp Power Manager

\$198.00

Prices subject to change.

THE ABOVE PRICES INCLUDE: Freight, Delivery, Warranty, and Satisfaction.
All Prices Subject to Sales Tax.

cg_codingtoncohighwaydept1tos3025ac

Signature _____



Aason Engineering Company, Inc.

1022 Sixth St SE
Watertown, South Dakota 57201-5210
Phone: 605-882-2371
Fax: 605-882-1042

November 11, 2024

Andrew Eitrem
Architecture, Inc
andreweitrem@architectureinc.com

To Whom it May Concern:

Subject: Land Survey of Existing Conditions for the Proposed Codington County Detention Center, Watertown, SD

Aason Engineering Company, Inc shall provide the necessary land surveying services to obtain existing elevations, topographic data, utility locations and depths, and perform a boundary survey of the proposed lot currently platted as Lots 2 and 3 Discount Addition to Watertown, SD for a lump sum fee of \$1,800 subject applicable taxes. The final survey can be completed within 14 days after receipt of the notice to proceed.

If you have any questions, please let us know.
Respectfully yours,

Colin B. DeJong, L.S

Aason Engineering Company, Inc.

TEGRA GROUP	
Recommended for approval by:	
Name <u>Ry</u>	Date <u>11/12/24</u>