

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 26, 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 26, 2024, agenda
5. Action to approve the November 19, 2024, minutes of the Board of Codington County Commissioners
6. Action to approve plat resolution #2024-34
7. Monthly Reports
 - a. Emergency Management
 - b. Sheriff
8. Discussion/possible action to approve job shadowing for a Southwest Minnesota State University student at the Community Services Office
9. Action to authorize Chair to sign 5-year Security Scanner Maintenance Contract
10. Discussion on language for an amendment to the WIC services contract
11. Action to approve post-election audit report
12. Review/possible action to approve and sign union contracts
13. Discussion/possible action in regard to Colliers Financial Agreement as presented by Toby Morris
14. Note office closures, November 28th & 29th Thanksgiving Day
15. Action to approve abatement applications
16. Action to approve claims for payment
17. Action to approve automatic budget supplements
18. Action to approve personnel changes
19. Action to approve travel requests
20. 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.
21. Old Business
22. New Business
23. Open
 - a. Public Comments
 - b. Commission Comments

24. 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)**

25. 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 19, 2024

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, November 19, 2024, at the Codington County Court House. Commission members present were: Lee Gabel (via Zoom), Charlie Waterman, Myron Johnson, Troy VanDusen, and Randall Schweer; Chair Schweer, presiding. The pledge of allegiance was led by Commissioner Waterman.

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 19, 2024, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of November 12, 2024; all voted aye; motion carried.

DISTRIBUTE EASEMENT COMPENSATION FOR COUNTY ROAD 20 RECONSTRUCTION

Motion by VanDusen, second by Johnson, to approve distribution of the easement compensation in the amount of \$11,600.00, for County Road 20 reconstruction project, Waylon Blasius, Banner Associates, Inc. and interim Highway Supt., Lynn Solberg, presented to the Board a list of land owners and compensation they will receive; all voted aye; motion carried.

ENGINEERING SERVICES FOR CODINGTON COUNTY ROAD 20 PAVING PROJECT

Motion by Johnson, second by Gabel, to authorize chair to sign contract for engineering services with Banner Associates, not to exceed \$60,000.00 for Codington County Road 20 paving project, Waylon Blasius, Banner Associates, Inc. and interim Highway Supt., Lynn Solberg, informed the Board about the project and scope of services; all voted aye; motion carried.

MONTHLY REPORTS

Interim Highway Supt., Lynn Solberg, updated the Board: fall mowing has been completed; lighting project for the shop, truck parking, and the storage building has been completed; snow equipment has been installed on the trucks and the blades; the blades have been blading the gravel roads the last couple of weeks getting them ready for freeze up; highway dept. staff have been working on rip rap projects in the western part of the county.

Facility Manager, Steve Molengraaf, updated the board: Ag. Building – fire suppression system continues to be installed; construction of the parking lot is mostly finished with some corrections that are on the punch list; Court House & Detention Center – contractors have a few items to complete, met with Deputy Sargent, Brent Solum, on security concerns with the courthouse; Park – park staff ended their working season last Friday with one building being converted into a cabin and is 80 percent completed; been talking with Campspot (reservation system provider) on setting up an area for long term camping online availability; Weed – fall spraying has been completed for the season, all equipment has been winterized; WNV – nothing to report; Thursday, December

12th, 2024, there will be two defensive driving courses held by Safety Benefits available for county employees at the Extension complex.

TOSHIBA COPIER FOR HIGHWAY DEPARTMENT

Motion by VanDusen, second by Johnson, to approve a quote for the purchase of Toshiba e-studio 3025AC copier, from A&B Business Solutions, in the amount of \$3,750.00; the other quote was from Office Peeps for a Toshiba e-studio 3025 AC copier in the amount of \$5,559.00; all voted aye; motion carried.

FULL TIME CORRECTIONAL OFFICER

Motion by Johnson, second by VanDusen, to approve advertising and hiring a full time correctional officer position to fill a vacancy; all voted aye; motion carried.

SURVEY FOR NEW JAIL CONSTRUCTION SITE

Motion by Gabel, second by VanDusen, to approve a proposal with Aason Engineering Company, Inc., in the amount of \$1,800.00, this survey shall provide necessary land surveying services to obtain existing elevations, topographic data, utility locations and depths, and perform a boundary survey; all voted aye; motion carried.

SURPLUS OFFICE EQUIPMENT

Motion by Johnson, second by Gabel, to declare the following office equipment from the Codington County Treasurer's Office surplus to be destroyed, LaserJet Pro M404dn printer, serial number PHBB273117; all voted aye; motion carried.

CLAIMS

Motion by Gabel, second by VanDusen, to approve for payment the following list of claims; all voted aye; motion carried. Election precinct workers, polling places, and election night help - \$31,446.60; Architecture Inc. - \$2,000.00; Kiesler Police Supply - \$2,525.00; Lewis & Clark BHS - \$426.00; Lincoln Co. Treasurer - \$589.92; SDACC - \$7,549.00; SDACO - \$2,563.31; Tegra Group, Inc. - \$4,424.00; Verizon Wireless - \$1,693.33; Yankton Co. Treasurer - \$469.50. Motion by Johnson, second by Gabel, to approve a claim in the amount of \$37,498.80, payable to the City of Watertown for September 2024, 911 surcharge collections, Gabel, Johnson, Schweer and Waterman; noted aye; VanDusen was recused; motion carried.

OPEN

Glen Vilhauer, District 5 Senator, elect, introduced himself to the Board and stated he would like to keep the lines of communication open with the Board and if they have any comments or concerns to contact him, he is here to help.

EXECUTIVE SESSION

Motion by Johnson, second by Gabel to enter into executive session, per SDCL 1-25-2 (1) discussion of personnel issues, and (3) preparing for contract negotiations with employees or employee's representatives, at 9:32 a.m.; all voted aye; motion carried. Gabel was excused at 10:10 a.m. The Board returned to regular session at 10:23 a.m., no action was taken. Human Resource Representative, Natalie Remund, 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 Waterman to adjourn at 10:23 a.m., all voted aye; motion carried.

ATTEST:

Brenda Hanten
Codington County Auditor

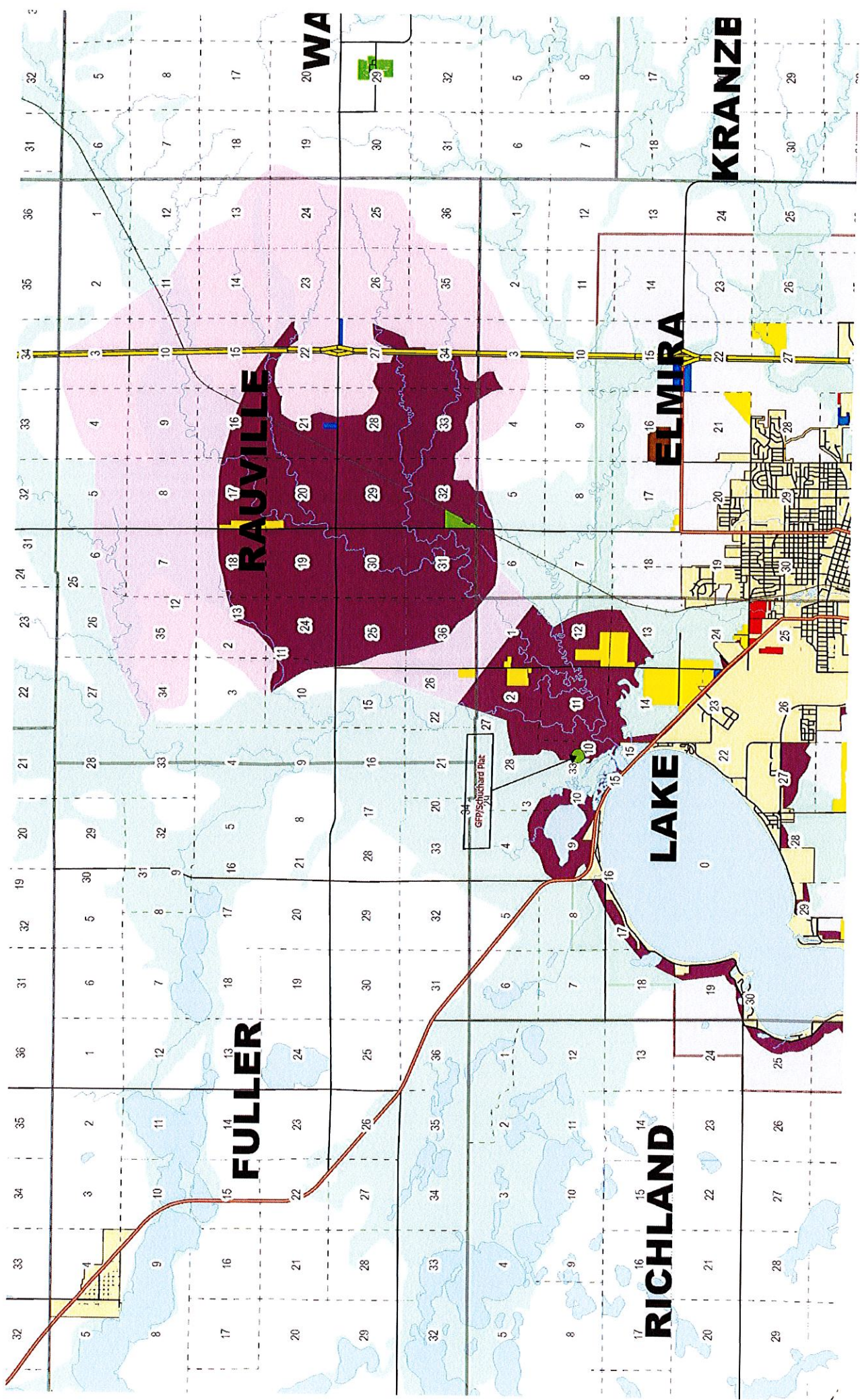
Codington County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of service.

Published once at the total approximate cost of \$_____

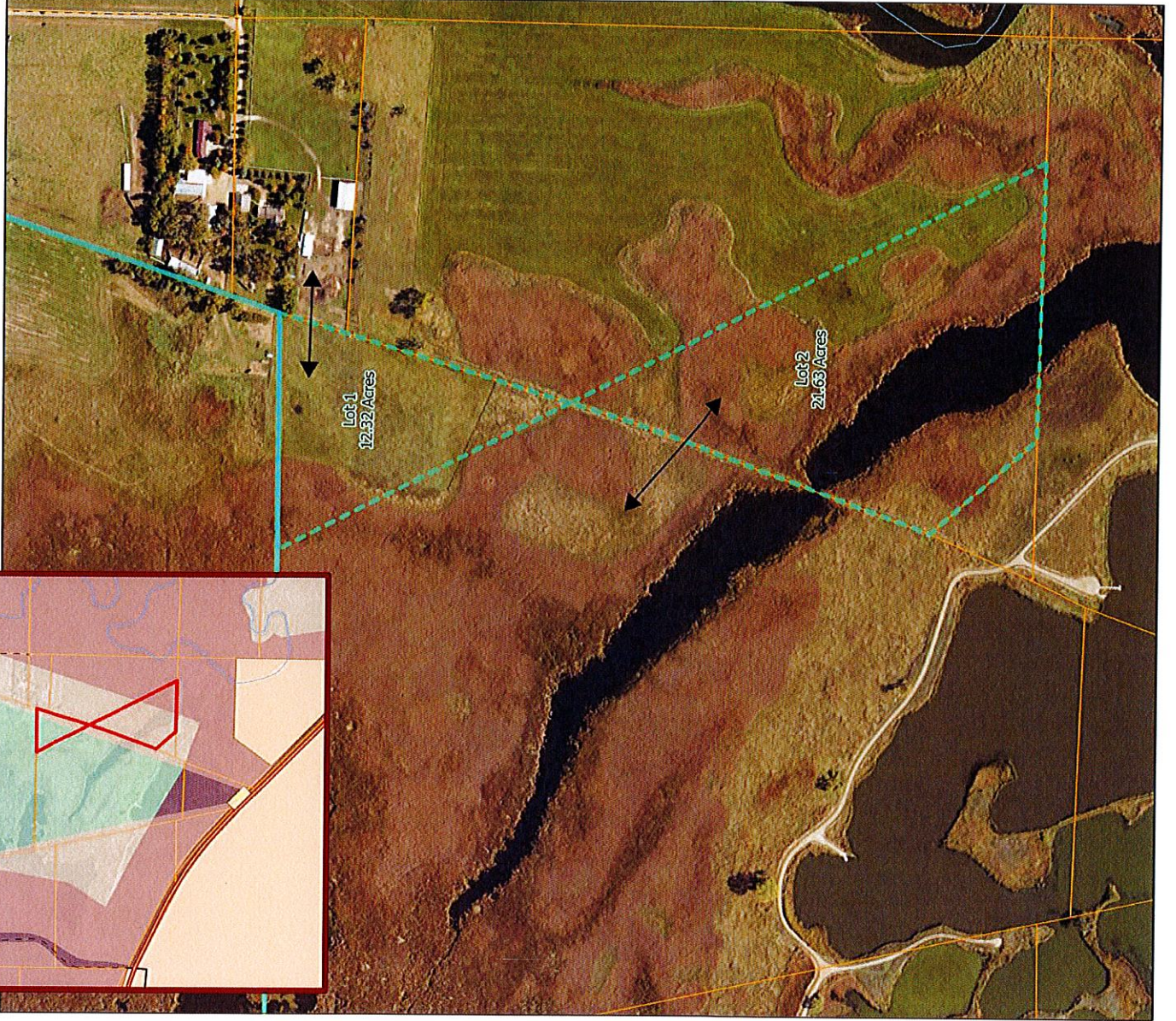
Schuchard/SDGFP Plat

Cotton Slough Addition located in Government Lots 3 and 4 in Section 10, Township 117 North, Range 53 West of the 5th Prime Meridian; and in Government Lot 5 in Section 33, Township 118 North, Range 52 West of the 5th Prime Meridian in the Sisseton and Wahpeton Indian Reservation, Codington County, South Dakota. (Lake Township)

Plat Approval

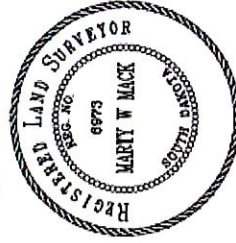
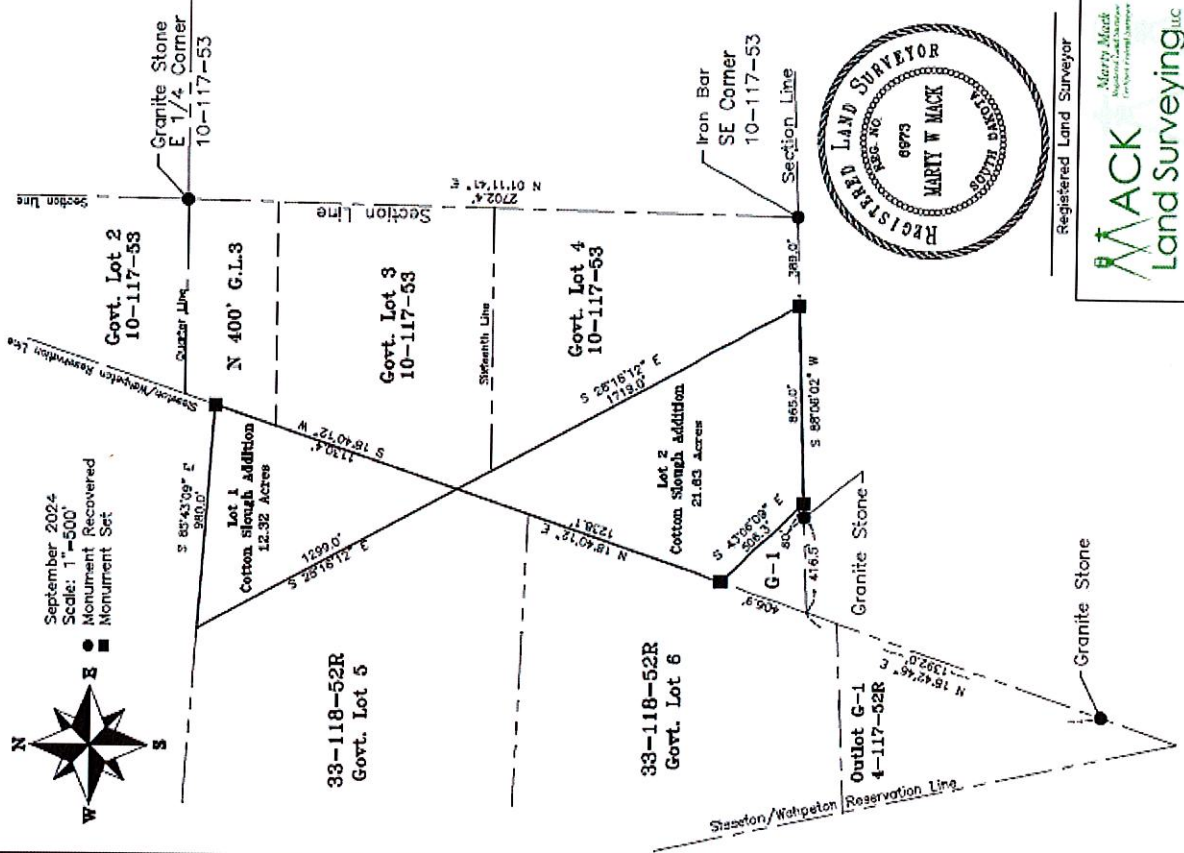


Cotton Slough Addition



Cotton Slough Addition

Located in Government Lots 3 and 4 in Section 10, Township 117 North, Range 53 West of the 5th P.M.; and in Government Lot 5 in Section 33, Township 118 North, Range 52 West of the 5th P.M., in the Sisseton and Wahpeton Indian Reservation, Codington County, South Dakota.



Registered Land Surveyor

MACK
 Land Surveying, LLC

Mary Mack
 Registered Land Surveyor
 Codington County, South Dakota

Cell: 605.890.2108 • Phone: 605.875.2007
 808 South Maple • Watertown, SD 57201
 mmack@landsurveying.com

RESOLUTION 2024-34

A Resolution to approve the platting of Cotton Slough Addition in the County of Codington, South Dakota

BE IT RESOLVED by the County Commissioners of Codington County, South Dakota, as follows:

That an examination has been made of the plat entitled:

Cotton Slough Addition located in Government Lots 3 and 4 in Section 10, Township 117 North, Range 53 West of the 5th P.M., Codington County, South Dakota (Lake Township), and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

NOW, THEREFORE, said plat is hereby approved and the County Auditor of Codington County, South Dakota, is hereby authorized to endorse on the said plat a copy of the Resolution and to certify to the same thereon.

The above and foregoing resolution was moved for adoption by Commissioner , and second by Commissioner ; all voted aye; whereupon the Chair of the Board of County Commissioners declared the same to be duly passed and adopted.

Dated this 26th day of November, 2024, at Watertown, Codington County, South Dakota

Randall Schweer
Commission Chair, Codington County, South Dakota

STATE OF SOUTH DAKOTA
§
COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-34, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 26th day of November, 2024, at Watertown, Codington County, South Dakota.

Brenda Hanten
County Auditor, Codington County, South Dakota

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
Southwest Minnesota State University

MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP
FOR NON-ALLIED HEALTH PROGRAMS

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Southwest Minnesota State University Marshall**, Minnesota, 1501 State Street, Marshall MN 56258 (“the College/University”) and **Codington County Community Services**, 7 West Kemp, Watertown, SD 57201 (“the Facility”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the College/University and to identify the responsibilities of the College/University and the Facility.

A. THE PARTIES UNDERSTAND THAT:

1. The College/University has a(n) Social Sciences/Social Work Program (the “Program”) for qualified students enrolled in the College/University; and
2. The College/University has been given authority to enter into Agreements regarding academic programs; and
3. The Facility has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
4. It is in the general interest of the Facility to provide a training site where College/University students can learn and develop skills and qualifications needed to achieve the student’s occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The College/University and the Facility want to cooperate to furnish a training experience at the Facility for students of the College/University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The College/University agrees to:**
 - a. make arrangements with the Facility for a training experience at the Facility that will support the student’s occupational goals and meet any applicable Program requirements.

- b. make periodic visits to the Facility's training site to observe the student or receive periodic reports from the Facility and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the Facility, as needed.
 - c. discuss with the Facility any problems or concerns arising from the student's participation.
 - d. notify the Facility in the event the student is no longer enrolled in the Program at the College/University.
 - e. keep any necessary attendance and progress records as set forth in the College/University attendance policy.
 - f. assist in the evaluation of the student's performance in the training experience.
2. **The Facility agrees to:**
- a. cooperate with the College/University in providing a mutually agreeable training experience at the Facility that supports the student's educational and occupational goals.
 - b. consult with the College/University about any difficulties arising at the Facility's training site that may affect the student's participation.
 - c. assist in the evaluation of the student's performance and provide time for consultation with the College/University concerning the student, as needed.
 - d. sign the weekly work report to verify the student's attendance.

3. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

4. **TERM OF AGREEMENT**

This Agreement is in effect from **November 20, 2024** or when fully executed, and shall remain in effect until **October 31, 2029**. This Agreement may be terminated by giving at least Sixty (60) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

5. **FINANCIAL CONSIDERATION**

- a. The College/University and the Facility each agree to bear their own costs associated with this Agreement and that no payment is required by either College/University or the Facility to the other party.
- b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its customers pursuant to this Agreement.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **DATA PRIVACY**

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the College/University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the College/University, the Facility agrees to immediately notify the College/University. The College/University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C.1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

10. **STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

The student assigned to a training experience/internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the Facility.

11. **NON-DISCRIMINATION**

The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and College/University.

**FACILITY
Call to Freedom**

**Minnesota State Colleges and Universities
SOUTHWEST MINNESOTA STATE
UNIVERSITY**

Name: _____

Name: _____

Authorized Facility Representative

Director of Business Services

Title: _____

Date: _____

Date: _____

OR

Name: _____

VP For Finance & Administration

Date: _____

AS TO FORM AND EXECUTION

By: (authorized College/University signature)

Title: Buyer 2 & Purchasing Clerk

Date: _____

ATTACHMENT A
STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT

Name of College/University: _____
Name of College/University Program (“the Program”): _____
Type of Training Experience/Internship: _____
Dates of Training/Internship: _____
Student’s Name: _____ Phone #: _____
Average number of hours to be worked by the Student each week: _____
Facility Name and Address: _____
Location Where Training will Occur (if different from Facility’s Address above):

Facility Representative’s Name: _____ Phone #: _____

Activities/Job tasks and skills the Student will learn:

Tools and Equipment the Student will use:

STUDENT RESPONSIBILITIES

In exchange for the opportunity to participate in the training experience/ internship at the Facility, the Student agrees to:

1. Keep regular attendance and be on time, both at school and at the Facility’s training site. The Student will promptly notify the Facility’s training site if unable to report. The Student’s placement will automatically terminate if the Student terminates his/her enrollment in the Program or is no longer enrolled as a student at the College/University.
2. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, desirable health and grooming habits, desirable/required dress and a willingness to learn; and
3. Furnish the coordinating College/University instructor with all necessary information and complete all necessary reports requested by the instructor. Submitting falsified reports is cause for immediate expulsion from the Program; and
4. Conform to all rules, regulations, and policies including health, safety, and work environment of the Facility, follow all instructions given by the Facility and always conduct myself in a safe manner; and

5. Consult with the College/University instructor/lab assistant about any difficulties arising at the Facility's training site; and
6. Be present at the Facility's training site on the dates and for the number of hours agreed upon; and
7. Not terminate his/her participation in the training experience at the Facility without first consulting with the College/University's instructor/lab assistant.

The Student also understands and agrees that:

- a. placement and participation in this training experience is not employment with the College/University or Facility;
- b. the Student is not covered by the College/University worker's compensation coverage; and
- c. the Student will not receive any money or compensation or benefits of any kind from the College/University in exchange for his/her participation in the training experience.

The Student also understands that the Facility does not promise or guarantee any future employment for the student.

The Student understands that he/she is responsible for providing his or her own health insurance and for any and all medical expenses incurred by him/her related to any injury, loss or illness sustained by him/her while participating in the training experience at the Facility.

Student's Signature: _____

Student's Name (please print): _____

Date: _____

Name of Student's Parent (required for students under 18 years of age) (please print):

Parent's Signature: _____

Date: _____

SOUTHWEST MINNESOTA STATE UNIVERSITY, part of the Minnesota State Colleges and Universities system, is an Equal Opportunity employer and educator.



Codington County

Codington County

14 1ST AVENUE
Watertown, SD 57201
United States

Steve Molengraaf

codmain1@codington.org
+16058826255

Reference: 20241115-150849091

Quote created: November 15, 2024

Quote expires: December 15, 2024

Quote created by: Jessica Ramos

Account Management Manager

jramos.ic@astrophysicsinc.com

Comments from Jessica Ramos

5-Year Period of Performance: 11/18/2024 - 11/18/2029

Products & Services

Item & Description	Quantity	Unit Price	Total
Years 1-5 Silver 6040N ASTRD160SMN022 72HRS TRP, Comprehensive Service Plan for X-Ray Inspection System-	5	\$4,975.00	\$24,875.00 for 5 years
	One-time subtotal		\$24,875.00
	Total		\$24,875.00

Scope of Service

The plan covers both parts (materials) and labor (workmanship), including travel expenses such as airfare, lodging, meals, and ground transportation. However, it specifically excludes the replacement of lead curtains, AOCB buttons and membranes, and other consumables. Efforts will be made to reach the customer site within 72 hours.

Additionally, the plan includes an annual preventative maintenance and radiation survey. "Preventative Maintenance" involves performing essential planned maintenance activities to extend equipment life by preventing excessive depreciation and impairment. During scheduled preventative maintenance, customers can request operator refresher training and daily inspection procedures training. These maintenance, radiation survey, and training visits occur annually. There is no limit to the number of monthly claims, except for repairs needed due to misuse or abuse.

Technical Telephone Support is also provided, which includes responding to telephone and email inquiries regarding equipment errors from the Astrophysics Service Department. During regular business hours, the department will respond within two hours of initial contact. Additional support is available after hours and on weekends through the Astrophysics Service Hotline.

I. Astrophysics Service Department: (909) 527-6750 (Monday-Friday 7 AM-5:30 PM)

II. Astrophysics Service Hotline: (909) 461-1111 (after hours and weekends)

The terms and conditions of the extended warranty are incorporated by reference and made a part hereof.

Service Agreement Documents

The following documents shall be read and construed together to constitute the Contract. Where the documents contradict each other, the order of precedence shall be from top to bottom.

A. This Customer Executed Service Quotation

B. North America Service Contract Terms and Conditions (Exhibit A)

Serial Numbers

Equipment that do not appear in this quotation are not covered by this Contract.

Termination

The service contract shall continue in full force and effect until it concludes in accordance with its own terms. Notwithstanding the foregoing, any party may terminate the Contract, if the other party materially breaches the contract and has not cured the defect within thirty (30) days after receiving written notice of such defect. Astrophysics at its option, may suspend Services upon a payment default that has not been remedied within seven (7) days of Customer's receipt of written notice that such default exists.

SERVICE CONTRACT AGREEMENT ("Contract") is made on the date of the last signature below (the "Effective Date") by and between Astrophysics Inc., ("Astrophysics") and ("Customer") set forth above.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Payment Schedule

Name	Due	Amount
Payment 1	Upon receipt	\$4,975.00
Payment 2	November 30, 2025	\$4,975.00
Payment 3	November 30, 2026	\$4,975.00
Payment 4	November 30, 2027	\$4,975.00
Payment 5	November 30, 2028	\$4,975.00

Questions? Contact me



Jessica Ramos
Account Management Manager
jramos.ic@astrophysicsinc.com

Astrophysics Inc
21481 Ferrero Parkway
City of Industry, CA 91789
United States