

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, December 17, 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 December 17, 2024, agenda
5. Action to approve the December 10, 2024, minutes of the Board of Codington County Commissioners
6. Action to approve Resolution #2024-37 Declaring Official Intent to Reimburse Expenditures
7. Action to approve plat resolutions
 - a. #2024-38 Resen Addition (Dexter Township)
 - b. #2024-39 Bertrang Second Addition (Waverly Township)
 - c. #2024-40 Regnier Addition (Lake Township)
8. Monthly Reports
 - a. Highway
 - b. Facility Manager
9. Discussion/possible action to approve distribution of compensation for 14th Ave. NW Bridge Easements
10. Discussion/possible action to approve Chair to sign Access Lifts Inc. service contract
11. Action to declare office equipment surplus to be destroyed, for various departments
12. Discussion/possible action to change reservation process at Memorial Park
13. Discussion/possible action to designate Weed Board serving area
14. Discussion/possible action to appoint Highway Superintendent
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:
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**

December 10, 2024

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, December 10, 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 VanDusen.

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 December 10, 2024, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of December 03, 2024; all voted aye; motion carried.

FHWA ADJUSTED URBAN BOUNDARY MAP

Motion by VanDusen, second by Gabel, to approve FHWA Urban Boundary Map, Larry Dean, Dept. of Transportation Planning Data Manager, informed the Board (via ZOOM), as a result of the 2020 census, the U.S. Census Bureau has redetermined the Urban Boundary Map for Codington County and the City of Watertown to determine what is urban and what is rural, there is no funding attached to approval of the map; all voted aye; motion carried.

JENKINS LIVING CENTER REQUEST TO SELL ALCOHOL AT CHRISTMAS PARTY

Motion by Gabel, second by VanDusen, to approve the request for alcohol sales January 17, 2025, for the Jenkins Living Center Christmas Party, at the Extension Center Complex, as requested by Kristi Gloe, Marketing Director for Jenkins Living Center, the liquor license held by Cloud 9 will be transferred for this event and Cloud 9 staff will be regulating all alcohol sales, security, and minor control; all voted aye; motion carried.

APPROVAL TO SELL ALCOHOL AT EXTENSION FOR A WEDDING EVENT

Kristi Gloe; met with the Board to request authorization for alcohol sales at the Lacher/Gloe wedding scheduled for August 9th, 2025 at the Codington County Extension Center Complex. The liquor license held by Cloud 9 will be transferred for this event. Cloud 9 staff will be regulating all alcohol sales, security, and minor control. Motion by VanDusen, second Johnson, to approve the request for alcohol sales August 9th, 2025, at the Extension Center Complex, as requested; all voted aye; motion carried.

BRIDGE IMPORVEMENT GRANT APPLICATION

Interim Highway Supt., Lynn Solberg, presented the Board with a BIG Program Resolution for their approval. The Interim Highway Supt., advised the Board the bridge submitted for replacement is located on 460th Ave. (County Hwy 7) 0.5 miles north of 170th St. Motion by Gabel, second by Johnson, to approve Resolution #2024-35 to apply for BIG funds; all voted aye; motion carried.

Codington County, 10 December 2024

RESOLUTION 2024-35

**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. 15-240-155
460th Ave. (Hwy 7), 0.5 miles north of 170th St.

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 100% of ineligible expenses;

AND WHEREAS, Codington County hereby authorizes the Bridge Improvement Grant application(s) 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(s).

Vote of Commissioners: Yes 5 No 0

Dated at Watertown, SD, this 10th day of December, 2024

Randall Schweer
County Commission Chair

ATTEST:

Brenda Hanten
Codington County Auditor

ENGINEERING SERVICES FOR HIGHWAY DEPARTMENT STORAGE BUILDING IMPROVEMENTS DESIGN

Motion by Gabel, second by VanDusen, to authorize Chair to sign contract for engineering and architectural services with Banner Associates, Inc., not to exceed \$108,000 for Codington County Highway Department Storage Building Improvements, Adam Hanson, Banner Associates, Inc., and interim Highway Supt., Lynn Solberg, informed the Board about the project and scope of services; all voted aye; motion carried.

HIGHWAY DEPARTMENT TRUCK PURCHASE

Motion by VanDusen, second by Gabel, to approve the purchase of 2025 Freightliner for the Highway Department, in the amount of \$143,792.00, from I State Truck Centers; all voted aye; motion carried.

OFFICE FURNITURE PURCHASE FOR HIGHWAY DEPARTMENT

Motion by Gabel, second by Waterman, to approve the purchase of office desk for the Highway Dept., in the amount of \$2,458.00, from Office Peeps, as requested by interim Highway Supt., Lynn Solberg, all voted aye; motion carried.

COMMUNITY SERVICE OFFICE CONSULTANT AGREEMENT

Motion by VanDusen, second by Johnson, to approve a consultant agreement between Codington County Community Service Office and Krista Ateyo-Gortmaker, Independent Consultant, to facilitate process for formalizing centralized location and associated governing structures and documents through June 30th, 2025, which will be funded through the Beyond Idea Grant; all voted aye; motion carried.

GLASS DOORS FOR CODINGTON COUNTY EXTENSION CENTER COMPLEX

Motion by Gabel, second by Johnson, to approve the purchase of glass doors for the east and west entrances of the Codington County Extension Complex, from Glass Products, in the amount of \$7,958.00, Facility Manager, Steve Molengraaf, presented to the Board two quotes: Brian's Glass & Door, LLC in the amount of \$11,280.00 and Glass Products in the amount of \$7,958.00, this is a 2025 budgeted item, in order to have them installed by the Farm Show in 2025 the doors need to be ordered now and then installed in 2025; all voted aye; motion carried.

NSF CHECKS OUTSTANDING AS COUNTY ASSETS

Motion by Johnson, second by Gabel, to approve Resolution #2024-36 to remove NSF checks outstanding as County assets, Treasurer, Carol Maloney explained to the Board that these checks have been on record from 2008 through 2020 and she don't anticipate collection for them, there have only been two in the past year due to the forms of payment has changed; all voted aye; motion carried.

RESOLUTION #2024-36
FOR THE ESTABLISHMENT OF REMOVAL OF ASSET

WHEREAS, by motion of the Board effective December 10, 2024, the Codington County Commissioners establish the removal of assets for non-sufficient fund checks presented to Codington County pursuant of SDCL 7-11-4.2; and

NOW THEREFORE BE IT RESOLVED, that the Codington County Treasurer's Office and Codington County Auditor's office remove the asset of insufficient fund or no-account checks in the amount of \$1,860.23. (A list is on file with the Codington Count Treasurer's Office.)

Dated this 10TH day of December 2024.

Randall Schweer, Chairman
Codington County Board of Commissioners

ATTEST

Brenda Hanten, Codington County Auditor

COPIER PURCHASE FOR TREASURER'S OFFICE

Motion by Gabel, second by VanDusen, to approve purchase of copier for the Treasurer's Office, in the amount of \$3,980.00 with trade-in, from A&B Business Solutions, as requested by Treasurer, Carol Maloney, all voted aye; motion carried.

MONTHLY REPORTS

Auditor, Brenda Hanten, updated the Board: finishing levy calculations, for taxes payable in 2025, once completed will submit to the SD Dept. of Revenue for approval; year-end budget balances are being monitored for compliance, in case there is a need for a formal budget hearing, received a check in the amount of \$11,413.74 from CLERP reimbursement; due to pending approved reimbursements exceeding available CLERP funds, the CLERP Board has approved a special assessment for each participating county's share in the amount of \$8,354.00 for Codington County.

CLERP REIMBURSEMENT

Auditor, Brenda Hanten, reported the County has received additional reimbursement from the CLERP in the amount of \$11,413.74 for expenses incurred for the Lee Malcom case for additional claims in 2024. The County is a member of the Catastrophic Legal Expense Reimbursement Program administered by SDACC. The County is responsible for the first \$25,000.00 in expense of catastrophic cases and then 10% of the balance of expenses after the \$25,000.00 deduction. For the additional reimbursement the County submitted claims in the amount of \$12,731.08 in approved expenses.

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

Motion by VanDusen, second by Gabel, to approve the Auditor's Account of the cash and cash items in the hands of the County Treasurer as of the last business day of November, 2024, all present voted aye; motion carried.

Cash on hand	\$ 9,223.45
Checks in Treasurers' possession	
less than 3 days	\$ 89,158.08
Credit Card Charge	\$ 16,635.68
Cash Items	\$ 1,241.27
TOTAL CASH ASSETS ON HAND	\$ 116,258.48
RECONCILED CHECKING	
Reliabank (Memorial Park)	\$ 1,896.75
Reliabank Dakota	\$ 29,887,997.56
INVESTMENTS	
SD Public Funds Investment	\$ 1,059.13
Plains Commerce Bank CD's	\$ 1,533,203.54
TOTAL CASH ASSETS	\$ 31,540,415.46
General Ledger Cash Balance by Funds	
General	\$21,379,748.38
General restricted cash	\$ 500,000.00
Sp. Revenue	\$ 7,890,987.03
Custodial	\$ 1,769,680.05
(schools \$1,039,702.55, townships \$48,694.43; city/towns \$162,435.18)	
TOTAL GENERAL LEDGER CASH	\$31,540,415.46

The Board noted Register of Deeds fees, in the amount of **\$32,757.60** were collected in the month of November, 2024.

CONSULTING AGREEMENT FOR JAIL PROJECT

Motion by Gabel, second by VanDusen, to approve Consulting Agreement with TEGRA Group, Inc., in the amount of \$558,600, which is 1.5% of the total project cost of \$37,240,000, with a monthly fee of \$20,688.00 beginning December 01, 2024; Commissioner, Lee Gabel provided the Board with the agreement and explained the details; 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. 605 PROPERTY SOLUTIONS, LLC 1099.02 RENT, A-OX WELDING 61.88 SUPPLIES, ACCREDITATION, AUDIT AND 165.00 SVC, A&B BUSINESS SOLUTIONS 3750.00 SUPPLIES, A&B BUSINESS SOLUTIONS 84.05 MAINT, ACCESS REAL ESTATE, LLC 3800.00 RENT, ADVANCED CORRECTIONAL 19285.61 SVC, ALCOHOL MONITORING SYSTEMS 889.30 SVC, AUSTIN LAW OFFICES 10693.20 SVC, AUTO VALUE 153.23 SUPPLIES, KEVIN BACH 67.42 JURY, BACHMAN PARKING & PAINTING LLC 110.00 REP, BANNER ASSOCIATES, INC 18194.12 SERVICES & FEES, BANNER ASSOCIATES, INC 28654.74 PMT, BOB BARKER CO. 2975.39 SUP, BATTERIES UNLIMITED 480.00 REPAIRS/MAINT., BEACON CENTER 1000.00 PMT, JOHN BEASLEY 54.02 JURY, BERNIES BODY AND GLASS 47.58 SUP, BLUEPEAK 112.99 UTILITIES, BLUEPEAK 104.99 UTIL, BOYS & GIRLS CLUB 8333.34 PMT, BRATLAND LAW 5244.00 SVC, BRIGHTLY SOFTWARE, INC 6283.01 MAINT, BROTHERS & SISTERS BEHIND BARS 100.00 RENT, RANDY & RITA BROWNLEE LIVING 3200.00 REPAIRS/MAINT., BUTLER MACHINERY 9659.89 SUPPLIES, CARTNEY BEARING & SUPPLY 993.36 REPAIRS/MAINT., JEFF CASE 25.00 CELL, CERTIFIED LABORATORIES 499.95 SUPPLIES, CITIWIDE PROPERTY MANAGEMENT 3110.00 RENT, CLAUSEN & SONS CONSTRUCTION LL 60475.15 OTHER EXP., CODINGTON-CLARK ELECTRIC COOPE 35.62 UTILITIES, COKO PROPERTIES 250.00 RENT, COLE PAPERS, INC. 303.48 SUP, CONSOLIDATED CORRECTIONAL 14423.88 SUP, CORNELL II APARTMENTS 1850.00 RENT, C & S PEST CONTROL LLC 82.00 MAINT, CULLIGAN WATER CONDITIONING 297.75 SUP, DAKOTA SUPPLY GROUP 2040.00 SUP, MATTHEW DARGATZ 25.00 CELL, KATHY DEJONG 2275.00 SVC, DIAMOND DRUGS, INC 452.90 SVC, JAMIE DOLEN 25.00 CELL, CAROL DUNN 56.70 JURY, JOSEPH DUPONT 52.68 JURY, EASTSIDE EQUIPMENT 64594.16 EQUIPMENT, JEANINE EIDE 50.00 JURY, EIGHT TEN PROPERTIES, LLC 1740.00 RENT, ELITE DRAIN & SEWER CLEANING 225.00 REP, MARIA ESCAMILLA 40.00 CELL, CAID EVANS 1900.00 RENT, WESTLEY EVEN 63.40 JURY, RANDALL G. FALVEY 25.00 CELL, FASTENAL COMPANY 27.11 SUPPLIES, FEDEX 12.67 SVC, FISHER SAND & GRAVEL CO. 4059.96 SUPPLIES, FLEETPRIDE, INC. 622.17 REPAIRS/MAINT., WENDY FRENCH 51.34 JURY, FRONTIER PRECISION INC 1910.00 SUP, CHRISTOPHER FRYER 54.02 JURY, FSG, INC 5000.00 SVC, MICHELLE GAIKOWSKI 760.75 SVC, GALLS, LLC 2178.25 SUP, CONSOLIDATED READY MIX, INC 960.00 SUP, DARIAN GILL 6.00 REF, GRAINGER 906.12 SUP, GREAT AMERICA FINANCIAL SVC 290.32 RENT, GREEN APPLE SEPTIC TANK SERVIC 720.00 REPAIRS/MAINT., GREEN, ROBY, OVIATT, 5453.30 SVC, EMILY HAGEN 71.44 JURY, ALICIA HAICH 51.34 JURY, JUSTIN HALAJIAN 40.00 CELL, RON HARTLEY 25.00 CELL, DAVID HEDDING 25.00 CELL, JAMES HEDGES 25.00 CELL, HELPLINE CENTER, INC 3000.00 SVC, HELSPER, MCCARTY & RASMUSSEN 17781.55 SVC, HILLYARD/SIOUX FALLS 1775.33 MAINT, LUCAS HOFTIEZER 3150.00 RENT, JEREMY HOPEWELL 59.38 JURY, HPS LAW FIRM 3922.95 SVC, I STATE TRUCK CENTERS 143792.00 EQUIPMENT, I STATE TRUCK CENTERS 8.33 SUP, IDEMIA IDENTITY & SECURITY 3447.00 MAINT, IMEG 10500.00 SERVICES & FEES, IMPERIAL PRIVACY SYSTEMS LLC 1350.00 MAINT, INTERLAKES COMMUNITY ACTION 1727.00 SVC, JEFFERSON PARTNERS LP 364.42 TRAV, JN ESTATES, LLC 4050.00 RENT, JOE'S HEATING & COOLING LLC 2867.48 REP, JOHNSON CONTROLS, INC. 101833.26 PMT, JURGENS PRINTING 941.00 SUP, MITCHELL KALLHOFF 25.00 CELL, DEBRA KELLER 84.84 JURY, JOHN DEERE FINANCIAL 1729.93 REPAIRS/MAINT., RICHARD KOHN 25.00 CELL, CHAD KOISTINEN 52.68 JURY, ERIK KOSAK 25.00 CELL, DARLENE KRUSE 56.70 JURY, KXLG TMRG BROADCASTING 50.00 SVC, LAKE AREA DOOR 59.50 REPAIRS/MAINT., LASER LABS, INV 2043.00 SUP, LAWSON PRODUCTS, INC 408.54 SUPPLIES, JODI LOEHRER 67.67 TRAV, DAVID LOWE 59.38 JURY, MAAG PROPERTIES, LLC 1375.00 RENT, CAPITOL ONE TRADE CREDIT 510.49 SUPPLIES, MACKSTEEL WAREHOUSE, INC. 117.19 SUPPLIES, MAINSTREAM REALTY 3150.00 RENT, MASTERS TELECOM LLC 257.99 UTIL, MAXWELL FOOD EQUIPMENT 118.60 SUP, SHANNON, MICHELLE AND KATHLEEN 1800.00 REPAIRS/MAINT., MCKESSON MEDICAL SURGICAL 65.83 SUP, MCLEOD'S PRINTING & OFFICE SUP 225.41 SUP, MENARDS 76.36 SUPPLIES, MENARDS 4762.32 SUP, MIDCONTINENT COMMUNICATIONS 305.89 UTIL, KLAYTON MILLER 25.00 CELL, MOE OIL COMPANY 6151.20 SUPPLIES, RACHEAL MOHR

512.50 SVC, MULTI BUSINESS SOLUTIONS INC 3700.00 SVC, MUNICIPAL UTILITIES 479.26 UTILITIES, MUNICIPAL UTILITIES 11906.50 UTIL, MUNICIPAL UTILITIES 2569.32 UTIL, MUTH ELECTRIC 7934.70 REP, NAPA CENTRAL 3736.16 SUPPLIES, NATIONWIDE 446.00 BOND, NELSON & ERICSSON LAW OFFICE, 4319.00 SVC, CHRISTINE NESS 52.68 JURY, NEWMAN TRAFFIC SIGNS 671.55 SUPPLIES, SHAWN NILLS 40.00 CELL, NORTH CENTRAL FOOD PROCESSING 296.64 REP, NORTHEAST PROPERT MANAGEMENT 2250.00 RENT, NORTHWESTERN ENERGY 222.25 UTILITIES, ODNEY 300.00 SVC, OFFICE PEEPS 43.78 SUPPLIES, OFFICE PEEPS, INC. 4373.64 SUP, OPTICS4BIRDING 214.94 SUP, OTTERTAIL POWER CO, 44.28 UTILITIES, THOMAS PAULI 40.00 CELL, MICHELLE PEDERSON 40.00 CELL, PENNINGTON COUNTY JAIL 138.41 TRAV, PETERS DISTRIBUTING, INC 1139.87 REP, PINNACLE PROPERTY SOLUTIONS 1342.66 RENT, PPWIX WEBSITE SERVICES 365.00 SVC, PRAIRIE LAKES HEALTH CARE CENT 14755.07 SVC, PRINT EM NOW 25.00 SUPPLIES, PRINT 'EM NOW 1188.00 SUP, ANN RASMUSSEN 71.40 TRAV, RESERVE ACCOUNT 370.10 POST, ROBYN RITER 25.00 CELL, RON'S SAW SHOP 265.89 REP, HAROLD ROUNDS 25.00 CELL, RICHARD RUCKDASCHEL 51.34 JURY, RUNNING SUPPLY INC. 189.61 SUPPLIES, DAWN RUSSELL 80.75 SVC, SANFORD HEALTH 3504.00 SVC, AARON SCHLEUSENER 51.34 JURY, SCHNEIDER ELECTRIC 10480.62 SUPPLIES, SCHUCHARD'S TRAILER SALES, INC 55.00 SUP, SCHUMACHER ELEVATOR COMPANY 862.02 REP, PAUL M & SHEILA W SCHWANKE 2600.00 REPAIRS/MAINT., JANICE A SCHWANKE LIV TRUST, 1700.00 REPAIRS/MAINT., BRAD SCHWINGER 25.00 CELL, SD ASSOC CO WEED&PEST SUPERVIS 75.00 DUES, SD ATTORNEY GENERAL'S OFFICE 3863.00 PMT, SD DEPARTMENT OF PUBLIC SAFETY 960.00 REP, SD SHERIFFS ASSOCIATION 1349.75 DUES, SD STATE TREASURER 495437.52 NOVEMBER REMITTANCE, SDAAO 375.00 DUES, SD ASSOCIATION OF COUNTY HIGHW 350.00 TRAVEL & CONF., SDACO 600.00 PMT, SDML WORKERS COMPENSATION FUND 8223.24 PMT, SDML WORKERS COMPENSATION FUND 98374.76 PMT, SDSU EXTENSION 121.80 TRAV, MELISSA SEARS 40.00 CELL, HEIDI SELCHERT 40.00 CELL, AMANDA SHAY 440.00 SVC, SIOUX RURAL WATER SYSTEM 57.50 UTILITIES, SIOUX VALLEY COOP 11987.64 SUPPLIES, SIOUX VALLEY COOP 218.40 SUP, SIRCHIE ACQUISITION COMPANY 88.83 SUP, SOCIA LAW, PC 8777.53 SVC, SODAK PROPERTIES 4834.00 RENT, LYNN SOLBERG 40.00 CELL, TERRY SORENSON 482.42 TRAV, SOUTH SHORE GAZETTE 562.38 PUB, STEVE STAHLKE 25.00 CELL, STAN HOUSTON EQUIPMENT 916.00 SUPPLIES, STAR LAUNDRY 132.44 SUPPLIES, STAR LAUNDRY 2306.68 SUP, STATE BAR OF SOUTH DAKOTA 1080.00 DUES, STOPSTICK, LTD 259.00 SUP, KATHLEEN STRICKER 51.34 JURY, ALBIN STROMSETH 2000.00 RENT, SUNRISE ESTATES 240.00 RENT, SCOTT SWANSON 25.00 CELL, RONALD J & KIM A TESCH 100.00 REPAIRS/MAINT., THOMSON REUTERS-WEST 785.50 SVC, TITAN MACHINERY 814.13 REP, DOUGLAS D. TORSTENSON 25.00 CELL, JAMES TORSTENSON 20.00 CELL, TRUENORTH STEEL 37240.80 SUPPLIES, MERLE TSCHAKERT 3250.28 RENT, TWO TREES 37.00 SUPPLIES, TWOTREES TECHNOLOGIES 8390.32 SUP, STEPHANIE VANWELL 2200.00 REPAIRS/MAINT., VERIZON 40.01 UTILITIES, VERIZON WIRELESS 1765.65 UTIL, VERIZON WIRELESS 178.37 UTIL, RELIABANK VISA 463.62 SUPPLIES, RELIABANK VISA 186.33 PMT, RELIABANK VISA 48.40 PMT, RELIABANK VISA 260.43 PMT, RELIABANK VISA 399.66 PMT, RELIABANK VISA 758.52 PMT, RELIABANK VISA 717.11 PMT, RELIABANK VISA 190.22 PMT, RELIABANK VISA 53.88 PMT, RELIABANK VISA 607.64 PMT, MARLONIE VOGELSANG 25.00 CELL, CAPITAL ONE 25.79 SUPPLIES, WALMART - CAPITAL ONE 225.62 PMT, WARNE PLUMBING 303.06 REP, WATERTOWN HOUSING 871.00 RENT, WEST CENTRAL COMMUNICATIONS 1459.20 SUP, WIGHT & COMES FUNERAL CHAPEL 3375.00 SVC, WILLETTE ENT, LLC 2180.00 RENT, WW TIRE SERVICE INC 366.95 REP, WYODAK PROPERTIES, LLC 3000.00 RENT, YANKTON CO. SHERIFF 50.00 SVC.

PERSONNEL CHANGE

Motion by VanDusen, second by Johnson, to approve the following personnel change: Morgan Cunningham, Administrative Support for Auditor's Office, G25/Step 1, \$21.49 per hour, effective 12-15-2024; all voted aye; motion carried.

OLD BUSINESS

Commissioner Gabel updated the Board, the design team continue to meet, Tegra and Sheriff are tweaking square footage to refine the square footage, this information will be posted on the County website.

OPEN

Commission comments – Commissioner Johnson reported that he will be attending the SD Retirement meeting to establish the COLA for 2025, the proposed amount is 1.7% in order to keep the fund 100% funded.

EXECUTIVE SESSION

Motion by Johnson, 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 10:39 a.m., no action was taken. Human Resource Representative, Natalie Remund, was 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 10:40 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 \$ _____

Resolution No. _____

A RESOLUTION DECLARING OFFICIAL INTENT
TO REIMBURSE EXPENDITURES

WHEREAS, the Codington County, South Dakota (the "County") intends to incur and pay, or has incurred and paid, capital expenditures aggregating approximately \$37,240,000 (the "Capital Expenditures") for the property and project described as the construction, renovation, and equipping of the Court, County Jail, And County Law Enforcement facilities (said property and project is hereinafter referred to as the "Project"); and

WHEREAS, payment of the capital expenditures defined by 26 CFR § 1.150-1 ("Capital Expenditure") will be, or has been, financed, in whole or in part, on an interim basis from moneys other than proceeds of a borrowing (collectively, the "Temporary Advances"); and

WHEREAS, it is reasonably expected that the Temporary Advances will be reimbursed with the proceeds of one or more borrowings not later than 18 months after the later of (i) the date on which the first Capital Expenditure financed by a Temporary Advance was paid, or (ii) the date on which the Project is placed in service or abandoned (but in no event more than 3 years after the date on which the first Capital Expenditure financed by a Temporary Advance was paid); and

WHEREAS, except for architectural, engineering and similar preliminary expenditures incurred prior to the acquisition or commencement of construction of the Project (but not including land acquisition, site preparation and other similar costs incident to the acquisition or commencement of construction of the Project), this Resolution is being adopted prior to or within 60 days after the payment of the first Capital Expenditure financed by a Temporary Advance;

NOW, THEREFORE, BE IT RESOLVED, by this County Commission, that the County hereby declares its official intent for purposes of Treasury Regulation Section 1.150-2 to reimburse the Capital Expenditures for the Project financed by Temporary Advances with the proceeds of one or more borrowings, the maximum aggregate principal amount of which is not expected to exceed \$37,240,000.

Adopted: _____, 2024

Chairman

ATTEST:

County Auditor

Form by: SDDOT LGA Office
Becker-Hanson Building
700 E. Broadway Ave.
Pierre, SD 57501-2586
605-773-4284

Prepared by: Banner Associates, Inc.
803 S. Dakota St.
Milbank, SD 57252
855-323-6342

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: BRF-B 4266(07) PCN: 09M4 COUNTY/
CITY: Codington PARCEL NO: 1

This Agreement is made and entered into by and between the County/City of Codington acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and Jeremy Peterson, whose postal address is 914 14th Ave. NW, Watertown, SD 57201, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: 0.12 acres (5,218 square feet) as shown in Exhibit A
located in the North 225 feet of that portion of the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section 25, Township 117 North, Range 53 West of the 5th P.M., West of the Big Sioux River

Temporary Easement: 0.6 acres
located in the North 225 feet of that portion of the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section 25, Township 117 North, Range 53 West of the 5th P.M., West of the Big Sioux River

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____

Form by: SDDOT LGA Office
Becker-Hanson Building
700 E. Broadway Ave.
Pierre, SD 57501-2586
605-773-4284

Prepared by: Banner Associates, Inc.
803 S. Dakota St.
Milbank, SD 57252
855-323-6342

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: BRF-B 4266(07) PCN: 09M4 COUNTY/
CITY: Codington PARCEL NO: 1 & 2

This Agreement is made and entered into by and between the County/City of Codington acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and Jonathan D. Tesch and Jessica L. Tesch, whose postal address is 625 14th Ave. NW, hereinafter referred to as "DONOR";
Watertown, SD 57201

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: 0.22 acres (9,458 square feet) as shown in Exhibit A
located in the East Half of the Southeast Quarter of Section 24, in Township 117 North of
Range 53 West of the 5th P.M., less Norris Hansen Outlot, and less railroad right-of-way

Temporary Easement: 1.2 acres
located in the East Half of the Southeast Quarter of Section 24, in Township 117 North of
Range 53 West of the 5th P.M., less Norris Hansen Outlot, and less railroad right-of-way

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: County to furnish and install up to 580 feet of new fence along the right-of-way line after construction is complete.

Form by: SDDOT LGA Office
Becker-Hanson Building
700 E. Broadway Ave.
Pierre, SD 57501-2586
605-773-4284

Prepared by: Banner Associates, Inc.
803 S. Dakota St.
Milbank, SD 57252
855-323-6342

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: BRF-B 4266(07) PCN: 09M4 COUNTY/
CITY: Codington PARCEL NO: 1

This Agreement is made and entered into by and between the County/City of Codington acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and Douglas D. Sietsema and Gerald P. Jellis, whose postal address is 1113 Redwood Drive NE, Watertown, SD 57201, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: none

Temporary Easement: 0.8 acres

located in the North One-Half (N1/2) of the following described property: That part of Outlot 2 of the Plat Entitled: "Outlots 2 and 3, in the Northeast Quarter (NE1/4) of Section 25, Township 117 North, Range 53 West", AND that part of the Northeast Quarter (NE1/4) of Section 25, Township 117 North, Range 53 West of the 5th P.M., lying within the North 1005 Feet of the East 544.4 Feet of the said Northeast Quarter (NE1/4), and except Outlot 3, and except that part taken for railroad and highway right of way purposes, and except part deeded to City of Watertown for roadway purposes.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project.

Stipulations of conditional donation: _____



Omaha (402) 553-7000
Des Moines (515) 243-8000
Sioux Falls (605) 368-2885
Kansas City (816) 822-2192
Oklahoma (405) 999-0492
St. Louis (314) 361-2121
www.accesslevatorinc.com

December 6, 2024

Codington County Courthouse
14 First Ave SE
Watertown, SD 57201

RE: Preventive Maintenance Agreement

Attached is a copy of our Preventative Maintenance-Annual Safety Test Agreement we offer to our clients.

A PMA is the most cost effective way to maintain your accessibility equipment. Should you experience a problem with your lift requiring emergency service and your preventative maintenance visit has not been completed for the period (annually or semi-annually), the preventative maintenance will be done during the service visit and you will pay only the agreed-upon preventative maintenance amount for this visit rather than regular service rates (excluding parts and taxes).

An emergency service visit without a Preventative Maintenance-Annual Safety Test Agreement in place will be charged at the regular service rates of \$180.00 per hour for labor, \$0.60 per mile for miles traveled, \$180.00 per hour for hours traveled, and additional charges for parts, supplies, taxes, etc. (current prices-subject to change).

If you decide to participate in our Preventative Maintenance Agreement, a service technician would visit once or twice a year to perform the manufacturer's recommended maintenance procedures and ensuring safe operation. This would involve cleaning and lubricating the unit as needed, checking the over-all operation, making any adjustments necessary and performing required annual safety tests.

After reading the agreement, should you want to accept the proposal, please sign one copy and return it to our corporate office in Omaha. It is not necessary to pay for our visit until the work is performed.

Sincerely,

JJ Hofts
Branch Manager/Sales

Please return to 951 S Saddle Creek Road, Omaha, NE 68106



Omaha (402) 553-7000
 Des Moines (515) 243-8000
 Sioux Falls (605) 368-2885
 Kansas City (816) 822-2192
 Oklahoma (405) 999-0492
 St. Louis (314) 361-2121

www.accesselevatorinc.com

PREVENTATIVE MAINTENANCE AGREEMENT

Name: CODINGTON COUNTY COURTHOUSE
 Address: 14 FIRST AVE SE
 City, ST, ZIP: WATERTOWN, SD 57201

Date: 12-6-2024
 Phone: 605-882-6255

	Brand/Model	Serial #	Installed	Permit #	Test Req / Type
Unit 1	Garaventa GVL-OP-42	105932	12-5-2024	N/A	Safety
Unit 2	Garaventa, Artira	79422	1-28-2019	N/A	Safety
Unit 3	NWOV PCDE-42	70557	Unknown	N/A	Safety
Unit 4					

SERVICES PROVIDED

PREVENTATIVE MAINTENANCE VISIT(S)

An AEL, Inc. technician will perform all of the manufacturer's recommended preventative maintenance checks on your equipment. This work will be scheduled on a non-emergency service. The technician will also clean and lubricate the equipment, check the electrical and mechanical operation of the equipment and make other adjustments as necessary, all in accordance with the manufacturer's directions. AEL, Inc. is sometimes referred to herein as "we" or "us."

If you should experience problems with your equipment which requires emergency service, and your preventative maintenance visit(s) has not been completed for the year, the preventative maintenance will be completed during the emergency service visit and you will pay only the agreed-upon preventative maintenance amount (plus expenses for parts) so long as the problem can be fixed in one hour or less. Should the problem require more than one hour to repair, you will be charged (in addition to expenses for parts) the regular hourly rate for any labor exceeding one hour.

In the event your preventative maintenance visit(s) have already been completed for the year, you will be charged at AEL, Inc.'s regular service rates (subject to change), but currently set at \$180.00 per hour for labor, \$0.60 per mile for miles traveled, \$180.00 per hour for hours traveled, and additional charges for parts, supplies, etc., plus any applicable taxes.

ANNUAL SAFETY TEST

If your equipment requires an annual safety test, this test will be performed during your preventative maintenance visit and the results will be forwarded to the respective elevator code officials. If your equipment requires a 5-year full load test, this test will be performed at an additional charge of \$155.00 per test. Should the equipment not pass the safety test, any repairs will be billed at AEL, Inc.'s standard rates.

PROGRAM SELECTION

- One Visit Per Year At \$975.00 Per Visit*
 Two Visits Per Year At \$975.00 Per Visit*

Preferred Month(s)

July

*Payable upon completion of the service; taxes extra. This agreement shall begin on the date the signed copy is received by AEL, Inc. This agreement can only be cancelled if notice is given in writing by either of the parties.

By signing this agreement, you acknowledge reading and understanding the terms and conditions of this agreement, including those appearing on the reverse side hereof.

Email Address: _____

Owner's Signature: _____
 (Sometimes referred to as "you" or "your")

Date: _____

AEL, Inc.
 By: _____
 Title: _____

Please return to 951 S Saddle Creek Road, Omaha, NE 68106

TERMS AND CONDITIONS

1. It is agreed that our workmen shall be given a safe place in which to work. We reserve the right to discontinue our work whenever, in our opinion, this provision is being violated.
2. We shall not be liable or responsible for any loss, damage, cost, expense or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other causes beyond our reasonable control.
3. Should any loss or damage to our material, personnel, tools, or work occur at the work site, you shall compensate us therefore, except to the extent such loss or damage is caused as a result of our own acts or omissions.
4. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, AND WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.
5. **THE MAXIMUM AMOUNT OF OUR LIABILITY TO YOU SHALL IN NO EVENT EXCEED THE TOTAL AGREEMENT PRICE REFERENCED HEREIN. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE OR RESPONSIBLE IN ANY WAY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, REGARDLESS OF THE BASIS OR NATURE OF THE CLAIM OR HOW IT IS INCURRED.**
6. We reserve the right to remove and retain all equipment and related items that have been replaced or new materials not used in connection with the work.
7. You agree to defend, indemnify and hold us harmless (together with our officers, agents and employees), from and against any loss, damage, claim, expense or cost, to the extent arising as a result of or otherwise related to the use or operation of the equipment.
8. The parties agree that the substantive laws of the State of Nebraska (exclusive of conflict and choice of law rules, provisions, and principles) shall: (a) govern this agreement; (b) be used to construe and enforce all rights and duties of the parties arising from or in any way relating to the subject matter of this agreement, including, without limitation, the performance, construction, and enforcement of this agreement; and (c) apply to all claims between the parties, including, without limitation, counterclaims and tort claims. All litigation involving any claim (whether legal or equitable or whether sounding in contract, tort, or strict liability) which relates to or arises from the subject matter of this agreement shall be brought exclusively in the appropriate state or federal courts located in Douglas County, Nebraska. In addition, each party hereby: (a) consents to submit itself to the exclusive personal jurisdiction of the appropriate state or federal courts located in Douglas County, Nebraska; (b) expressly agrees to waive all challenges to the jurisdiction of and venue in such courts based on lack of jurisdiction and/or inconvenient or improper venue; and (c) agrees that it will not bring any action relating to the subject matter of this agreement in any court other than the foregoing courts. **EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL FOR ALL CLAIMS, INCLUDING COUNTERCLAIMS AND TORT CLAIMS, WHICH RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT.** If any provision of this agreement is held to be unenforceable, invalid, or void, such provision shall be inoperative only to the extent necessary to comply with applicable law and shall be severed from the remainder of this agreement. The remaining provisions of this agreement shall remain in full force and effect.
9. This agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions (whether written or oral). You hereby disclaim reliance on any oral representation or course of dealing or conduct, whether before or after execution of this agreement. No terms or conditions that are additional to or different from the terms of this agreement (including, without limitation, the terms of any purchase order) shall be binding on either party hereto. This agreement may not be altered, modified or otherwise amended except by a written instrument executed by you and us.
10. Price increase may be applied each year to adjust for inflation.
11. In the event of a conflict between the provisions of this agreement, such conflict shall be resolved in favor of the more specific provision over a more general provision.

38-22-23.1. Meeting to appoint or provide for election of county weed and pest board--Notice.

The board of county commissioners of each county shall hold a public meeting to appoint or provide for the election of a county weed and pest board no later than February 1, 1984. Prior to the meeting the board of county commissioners shall establish the number of members of the board and shall establish board member areas. Each board member area shall be compact and contiguous. Notice of the meeting shall be advertised by publication in the official newspapers of the county, at least ten days before the meeting, and in any other manner as the board of county commissioners may provide.

38-22-23.2. Members of county weed and pest board--Number--Terms--Qualifications.

The board of county commissioners shall appoint or provide for the election of a county weed and pest board which shall consist of five or seven members. However, one member shall be a county commissioner appointed by the board of county commissioners. Each member shall serve for a term of three years or until his successor is appointed and qualified. The board of county commissioners may stagger the initial appointments so that the terms of all of the board members do not expire at the same time. Any qualified elector, residing in the board member area he is appointed to represent, is eligible to be a member

Codington County (Total Population 28,325)

Commissioner Districts

The optimum population for each district is 5,665.

The deviation totals are at 6.85%. The county must be under 10% in order to comply with federal regulations.

District	Population	Deviation %
3	3612	-33
4	5779	1.4
2	5802	-63
1	5337	-78
5	5745	80
		1.4

Commissioner Districts

