

AGENDA
Codington County Board of Commissioners
Codington County Court House, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Thursday, September 8, 2022

- 1. Pledge of Allegiance**
- 2. Call for public comment. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297**
- 3. Conflict of interest items**
- 4. Action to approve the September 8, 2022, agenda**
- 5. Action to approve the August 23, 2022, minutes of the Board of Codington County Commissioners**
- 6. Public Hearing on the 2023 Codington County Provisional budget**
- 7. Monthly Reports**
 - a. Community Health Nurse**
 - b. Extension**
 - c. Veteran's Service Officer**
- 8. Public meeting 9:30 a.m., Codington County 5-year Highway and Transportation Plan**
- 9. Action to approve a joint powers and funding agreement for Bridge Replacement**
- 10. Action to approve a work order for consultant services on County Highway 20 bridge**
- 11. Action to approve ARPA cash transfer for August payroll expense**
- 12. Discussion/possible action on personnel manual changes – part time employee benefits**
- 13. Action to approve claims for payment**
- 14. Action to approve automatic budget supplements**
- 15. Action to approve personnel changes**
- 16. Action to approve travel requests**
- 17. Public Notices – a possible quorum of Commissioners could be in attendance at:**
 - a. SDACO/SDACC annual convention, September 12-13, Pierre, SD**
- 18. Old Business**
- 19. New Business**
- 20. Open**
 - a. Public Comments**

b. Commission Comments

21. 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)**

**22. Action to adjourn until 9:00 a.m., Tuesday, September 20th, 2022; at the Codington County Court House
Codington County does not discriminate on the basis of race, color, national origin, sex, religion, age, or
disability in employment or the provision of service.**

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

August 23, 2022

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, August 23, 2022, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair Hanten, presiding. The pledge of allegiance was led by Commissioner VanDusen.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair Hanten called for public comments to be taken up during the open portion of the meeting; none were offered. There were no conflict-of-interest items to note.

AGENDA APPROVED

Motion by VanDusen, second by Gabel, to approve the August 23rd, 2022 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Waterman, to approve the minutes of August 16th, 2022; all voted aye; motion carried.

ROAD MATTERS IN WAVERLY AND RAUVILLE TOWNSHIPS

The Board met with the following officials to discuss several road matters in Rauville and Waverly Townships: Owen McElroy, South Dakota Game, Fish & Parks; Brett Henricks, Rauville Township Chairman; Scott Lentz, Rauville Township Supervisor; and Dan Thyen and Mark Comes, Waverly Township Supervisors. Mark Junker, PE, with Banner Associates, who was present for this meeting, also contributed to the discussion. Discussion was held regarding bridge 15-261-130, located in Waverly Township, which was closed by the County in 2016, following a routine bridge inspection, and upon receiving a 3-ton rating. Mr. McElroy noted the GF&P may have funding available to assist with the repair of this bridge. The GF&P would like the bridge repaired to allow better access to GF&P owned public property in Waverly Township. Discussion was also held regarding a six-foot culvert, which borders Rauville and Waverly Townships, which washed out earlier this spring. Township Officials questioned whether or not this culvert was on the list of structures inventoried for replacement utilizing RAIF funding. Following a lengthy discussion, it was determined additional information is necessary to resolve funding requirements and availability of funding, to repair the culvert in question. All Townships are encouraged to file a 5-year plan in order to qualify for Rural Access Infrastructure Funding (RAIF).

MONTHLY REPORTS

Emergency Management Director, Andrew Delgado, updated the Board on the following activities, trainings, and events attended: July 21st traveled to Lake Alice to observe and evaluate a water shuttle exercise for Grant and Deuel counties; attended an IS244 - Developing and Managing Volunteers training; attended POD training in Sisseton; attended IS240 - Basic Emergency Operations Center Functions training; attended G358 - Evacuation and Re-entry training; secured a pallet of large sandbags to add to inventory; attended FEMA meetings/briefings and worked through reporting requirements pertaining to the May 12 Derecho; attended National Night Out; presented severe weather preparedness information at the youth Progressive Farm Safety event; surveyed school buildings for shelter locations for students in the event of severe weather situations; provided assistance, along with Search and Rescue

Members, to the Game, Fish, and Parks, during the Summerfest event on August 16th on Lake Kampeska; and attended the annual Search and Rescue Ultimate Sportsman Raffle. The Emergency Management Director advised the Board the latest seasonal drought outlook for August 18 – November 30, 2022, reflects that Codington County is currently not experiencing a drought and drought is not expected to develop in Codington County over the next three months. **Sheriff, Brad Howell**, provided the Board with the following statistics, compiled from activity in the month of July 2022, for the Detention Center and Sheriff's Office: office fees were collected in the amount of \$11,624.50 and were retained by the County; Commissary items sold in the amount of \$6,302.60 with a commission fee to the County in the amount of \$2,081.60; 635 cases/calls for service; 9 accident reports were completed; 82 warrants served; 155 sets of civil papers served; 3,629 transport miles; average daily inmate population 65.35 (high ADP 77 and low ADP 59); 20 individuals wearing SCRAM (security continuous remote alcohol monitor) bracelets; 5 individuals using remote breathalyzers; 27 individuals testing twice daily PBT'S; 37 individuals reporting twice weekly for UA Drug testing; 1 individual wearing a sweat patch; 197 bookings; \$6,730.00 collected in fees for out of county prisoner contracts; \$5,800.00 collected in work release fees; \$4,501.00 collected in fees for the 24/7 program; and \$3,224.00 collected for SCRAM fees. Sheriff Howell reported summer firearms training is underway, field training is being conducted for Correctional Officers and a new Deputy Sheriff; ALICE (active shooter training) is being taught in the smaller schools in the County and to various businesses in Watertown. The Sheriff noted a porcelain toilet was recently broken in the Detention Center. Quotes are being gathered to replace all the porcelain fixtures for security/safety reasons.

LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT FUNDING

Motion by Gabel, second by Waterman, to approve the 2023 application for LEMPG (Local Emergency Performance Grant) funding; all voted aye; motion carried.

E-911 COMMUNICATION CONTRACT FOR SERVICES

Motion by Gabel, second by Waterman, to approve an E-911 contract for services, with the City of Watertown, for the time period beginning 1/1/2023 and ending at midnight 12/31/2024; upon vote of the Board; Gabel, Waterman, Johnson, and Hanten voted aye; VanDusen was recused; motion carried.

ELMIRA TOWNSHIP POLLING PLACE

Motion by VanDusen, second by Gabel, to move the Elmira Township polling place, for State, County, and Federal elections, to the Codington County Extension Center, 1910 W Kemp, effective with the 2022 General Election, as recommended by Auditor, Cindy Brugman; all voted aye; motion carried.

POLLING PLACE COMBINATIONS

Auditor Brugman presented the Board with a resolution to combine precincts for the upcoming 2022 General Election in order to save tax dollars and in the interest of efficiency. The Board took action on Resolution 2022-21

RESOLUTION 2022-21

WHEREAS, the Board of County Commissioners of Codington County, South Dakota, is required by the provision of SDCL 12-14-1 to provide for election precincts throughout the County and shall designate polling places within such precincts, and

WHEREAS, a General Election is to be held on November 8, 2022, and where the Board of County Commissioners may change the boundaries of election precincts already established and where it has been determined it would be in the best interest of County taxpayers to combine several current precincts for said election.

THEREFORE, BE IT RESOLVED, that the following precincts will be combined for the County-wide 2022 General Election to be held on November 8, 2022.

Precincts A3 & A4
Precincts B1, B4, & E5
Precincts B3 & C1
Precincts C2 & D4, & Elmira Township
Precincts C3, C4 & Pelican Township
Precincts E1, E4 & Lake Township
Precincts E2 & E3
Precincts Germantown & Rauville
Precincts Kampeska & Richland

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

Dated this 23rd day of August, 2022

Brenda Hanten
Chair

ATTEST:

Cindy Brugman
Auditor

2022 BRIDGE INSPECTION OVERVIEW

Mark Junker, P.E., Banner Associates, Inc., met with the Board to review the 2022 Bridge Inspection report. Mr. Junker noted the bridges discussed in this overview, in Codington County, are 20' or longer and federal requirements mandate that these bridges be inspected every 2 years at minimum. The SDDOT pays 80% of inspection costs and the County pays 20%. Codington County currently has 39 bridges on the inspection list plus 2 closed for a total of 41 bridges. One new weight limit restriction is recommended for the bridge located on 14th Ave NW. 5 bridges currently have weight limitations. Mr. Junker also reviewed recommendations for several other bridges and which information has been provided to Highway Supt., Rick Hartley. Mr. Junker briefly discussed the possibility of re-structuring the County's current wheel tax ordinance in order to receive additional points for BIG (Bridge Improvement Grant) funding.

EXCEL ENERGY HAUL ROAD RESTORATION AGREEMENT

Highway Supt., Rick Hartley, provided the Board with an opinion of probable construction costs for the Dakota Range haul road restoration project, as prepared by Banner Associates. The cost to Excel Energy for the remainder of the restoration project is \$215,072.00 and Excel Energy has agreed to this cost. Motion by Johnson, second by Waterman, to accept the restoration costs as prepared by Banner Associates; all voted aye; motion carried.

CHANGE ORDER ROAD RECLAMATION AND MICRO SEAL PROJECT

Highway Supt., Rick Hartley, presented the Board with a change order for a project bid on June 28th, 2022, for Road Reclamation and Micro seal. Change order No. 1, in the amount of \$11,411.09, is necessary the for addition of tack oil on the stabilized base prior to lay down of asphalt surfacing on County Roads 9B and 23 as explained by the Highway Supt. Motion by VanDusen, second by Gabel, to approve Change Order No. 1, as presented by the Highway Supt; all voted aye; motion carried.

Codington County, 23 August 2022

SWIFTEL COMMUNICATIONS INTERNET BASED PHONE SYSTEM

Scott Mack, Swiftel Communications, met with the Board to give a sales presentation/consultation to provide the Board with information on equipment for an internet based telephone system for the County. Mr. Mack noted that along with the equipment proposal from Swiftel the County will need a reliable network provider. Swiftel is currently working with the Watertown School District on a similar system.

CLAIMS APPROVED

Motion by Johnson, second by Gabel, to approve for payment, June E-911 surcharge collections as received from the State, to the City of Watertown, in the amount of \$23030.19; Gabel, Waterman, Johnson and Hanten voted aye; VanDusen was recused; motion carried. Motion by Gabel, second by Johnson, to approve for payment the following claims; all voted aye; motion carried: First Interstate Bank Mastercard 475.00 reg., First Interstate Bank Mastercard 90.00 reg., First Interstate Bank Mastercard 291.02 sup., SDACC 390.00 reg., Reliabank Visa 260.46 sup., Reliabank Visa 150.00 reg.

PERSONNEL CHANGES

Motion by VanDusen, second by Gabel, to approve the following personnel changes; all voted aye; motion carried: New hires; full-time Correctional Officer, Amanda Nichols, Grade 35/step 1, \$22.62 per hour, effective 9/1/22; part-time Correctional Officers, Drayden Schneider and Samantha Torguson, Grade 35/step 1, \$22.62 per hour, effective 8/16/22.

TRAVEL REQUESTS

Motion by Johnson, second by Gabel, to approve the following travel requests; all voted aye; motion carried: Welfare Director, SDACWO Convention; Facilities Manager, State Fair Weed booth and State Weed Commission meeting & tour; and Emergency Management Director, EM Class G2300 – Intermediate Emergency Operations Center Functions.

ADJOURNMENT

With no further business to come before the Board, a motion was made by Gabel, second by VanDusen, to adjourn at 11:15 a.m., until 9:00 a.m., Thursday, September 8th, 2022; all voted aye; motion carried.

ATTEST:

Cindy Brugman
Codington County Auditor

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	General Fund	Road and Bridge Fund	E-911 Fund	Emergency Mimgl. Fund	Victim Crime Fund	Domestic Abuse Fund	WIC Fund	24/7 Sobriety Fund	M & P Relief Fund	Search and Rescue Fund	ARPA Fund	Rural Access Inf. Fund
520 Recreation												
521 Rec Program/Boys & Girls Club	97,462.00											
522 Parks	267,730.00											
523 Exhibition Building O&M	767,115.00											
529 Zoological	25,000.00											
TOTAL CULTURE & RECREATION	1,171,457.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

600 Conservation of Natural Resources												
610 Soil Conservation												
611 County Extension	191,004.00											
613 Rodent Control												
615 Weed Control	221,489.00											
617 Waterfowl	20,000.00											
620 Water Conservation												
623 Water Districts (flood monitoring stations)	12,000.00											
TOTAL CONSV. OF NATURAL RESOURCES	444,493.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

700 Urban & Economic Development												
710 Urban Development												
711 Planning & Zoning	88,794.00											
720 Economic Development												
721 Tourism, Ind. & Rec. Development (NE Glacial Lakes & Tourism)	750.00											
729 Economic Development (Focus Watertown)	45,000.00											
TOTAL URBAN & ECONOMIC DEVELOPMENT	134,544.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
750 INTERGOVERNMENTAL EXPENDITURES		42,012.00										

800 DEBT SERVICE												
900 Other Uses												
910 Other Financing Uses												
911 Operating Transfers Out	861,506.00										1,296,000.00	
TOTAL OTHER USES	861,506.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,296,000.00	0.00

	General Fund	Road and Bridge Fund	E-911 Fund	Emergency Mimgt. Fund	Victim Crime Fund	Domestic Abuse Fund	WIC Fund	24/7 Sobriety Fund	M & P Relief Fund	Search and Rescue Fund	ARPA Fund	Rural Access Inf. Fund
TOTAL EXPENDITURE APPROPRIATIONS	18,474,359.00	5,680,048.00	325,000.00	268,296.00	99,065.00	15,000.00	66,380.00	132,141.00	200,000.00	50,000.00	1,296,000.00	354,726.00

Capitol Outlay Accumulations (SDCL 7-21-51) 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

TOTAL APPROPRIATIONS	18,474,359.00	5,680,048.00	325,000.00	268,296.00	99,065.00	15,000.00	66,380.00	132,141.00	200,000.00	50,000.00	1,296,000.00	354,726.00
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Cash Balance Applied	6,657,395.00	2,000,000.00	0.00	0.00	52,000.00	0.00	0.00	0.00	185,000.00	0.00	1,280,000.00	354,726.00
311 Current Property Tax Levy	9,415,249.00	0.00										
Less 25% to Cities	-23,597.00	0.00										
312/319 - Other Taxes	50,700.00	320,000.00										

NET TOTAL TAXES	9,442,352.00	320,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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320 Licenses & Permits	44,500.00	0.00	0.00	0.00	0.00	9,000.00	0.00	0.00	0.00	0.00	0.00	0.00
330 Intergovernmental Revenue	849,000.00	2,627,900.00	325,000.00	55,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340 Charges for Goods & Services	1,181,375.00	65,000.00	0.00	0.00	0.00	6,000.00	36,380.00	65,000.00	15,000.00	25,000.00	0.00	0.00
350 Fine & Forfeits	56,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360 Miscellaneous Revenue	185,024.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00	16,000.00	0.00
370 Other Financing Sources	1,031,048.00	667,148.00	0.00	213,296.00	47,065.00	0.00	30,000.00	67,141.00	0.00	0.00	0.00	0.00
380 Residual Equity Transfers - In	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUES	3,346,947.00	3,360,048.00	325,000.00	268,296.00	47,065.00	15,000.00	66,380.00	132,141.00	15,000.00	50,000.00	16,000.00	0.00

SUBTOTAL	19,446,694.00	5,680,048.00	325,000.00	268,296.00	99,065.00	15,000.00	66,380.00	132,141.00	200,000.00	50,000.00	1,296,000.00	354,726.00
Less 5% (SDCL 7-21-18)	972,335.00											

NET MEANS OF FINANCE	18,474,359.00	5,680,048.00	325,000.00	268,296.00	99,065.00	15,000.00	66,380.00	132,141.00	200,000.00	50,000.00	1,296,000.00	354,726.00
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TOTAL APPROPRIATIONS	18,474,359.00	5,680,048.00	325,000.00	268,296.00	99,065.00	15,000.00	66,380.00	132,141.00	200,000.00	50,000.00	1,296,000.00	354,726.00
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NOTICE IS HEREBY GIVEN: That the Board of County Commissioners, Codrington County will meet in the Courthouse at Waterborn, South Dakota, on Thursday, September 8th, 2022 at 9:00 AM for the purpose of considering the foregoing Provisional Budget for the year 2023 and the various items, schedules, amounts, and appropriations set forth therein and as many days thereafter as is deemed necessary until the final adoption of the budget on the 27th day of September, 2022. At such time any interested person may appear either in person or by a representative and will be given an opportunity for a full and complete discussion of all purposes, objectives, items, schedules, appropriations, estimates, amounts and matters set forth and contained in the Provisional Budget.

Cindy Brughan

Codrington County Auditor

Codrington County does not discriminate on the basis of color, national origin, sex, religion, age, disability in employment or the provision of service. Published once at the approximate cost of _____.

**CODINGTON COUNTY
NOTICE OF PUBLIC MEETING**

Thursday, September 8, 2022 at 9:30 am in the Commission Chambers of the Codington County Courthouse, 14 1st Ave SE, Watertown, SD is the time, date, and place for a Public meeting by the Board of County Commissioners to discuss and receive public input on the development of the Codington County Five Year County Highway and Bridge Improvement Plan (Transportation Plan). The public is invited to comment on the Transportation Plan during the meeting or to provide written comment to the Codington County Auditor prior to the meeting. A preliminary draft of the Transportation Plan is available for review at the office of the Codington County Auditor, located at 14 1st Ave SE, Watertown, SD during regular business hours.

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Published once at a total approximate cost of _____

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS AND FUNDING AGREEMENT
FOR BRIDGE REPLACEMENT**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the county of Codington, South Dakota, referred to in this Agreement as the "COUNTY."

JOINT POWERS:

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the COUNTY and the STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. The COUNTY will be responsible for acquiring, holding and disposing of all real property required in connection with this Agreement.

BACKGROUND:

1. The STATE has limited federal and state funding available for the replacement of eligible local public agency bridges.
2. The COUNTY has applied for Federal Highway Local Bridge Replacement Program funding ("Federal Funds") for the bridge replacement of structure number 15-216-220, project number BRF-B 6510(05), PCN 08MM, referred to in this Agreement as the "PROJECT."
3. The Federal Highway Local Bridge Replacement Program provides Federal Funds for 81.95% of the actual total eligible costs of an approved bridge replacement project. The remaining 18.05% match and any ineligible costs are the responsibility of the Federal Funds recipient. The recipient may receive funding from other sources to pay the 18.05% match.
4. The STATE has state highway funds available to assist local governments with the 18.05% match required under the Federal Highway Local Bridge Replacement Program.

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

1. **TERM.** This Agreement is effective upon execution by both parties and its term is perpetual.
2. **PROJECT FUNDING AWARD.** The COUNTY is awarded Federal Funds for 81.95% of the actual total eligible costs of the PROJECT. As to the required 18.05% match, the COUNTY is awarded state highway funds equal to 12.71% of the actual total eligible costs of the PROJECT. The COUNTY is responsible to pay 5.34% of the actual eligible costs of the PROJECT and 100% of all expenses deemed by the Federal Highway Administration or the STATE to be non-participating or ineligible for Federal Funds or for state highway funds. Ineligible expenses include but are not limited to: real property acquisition costs, utility relocations, finished roadway surfacing (asphalt, gravel, or concrete), fencing, aesthetics, and off-site environmental mitigation and monitoring costs.
3. **DESIGN ENGINEERING SERVICES.** The STATE will execute and administer the contracts and work orders, with a consultant selected by the COUNTY and approved by the STATE, for design engineering services for the PROJECT, which includes surveys, hydraulic analysis, and preparation of plans and specifications. The STATE will advertise, let to contract, award, and be the contracting party for the construction of the PROJECT. The COUNTY'S concurrence will not be required for the STATE'S award and execution of the construction contract.
4. **CONSTRUCTION ENGINEERING.** The STATE will provide construction engineering services for the

PROJECT through STATE forces or a consultant selected by the STATE and approved by the COUNTY. If a consultant is retained, the STATE will execute and administer the contracts and works orders for construction administration services for the PROJECT. The reasonable and necessary costs of these services will be an eligible PROJECT expense.

5. **PROJECT COSTS.** The parties estimate the costs of design, construction engineering and construction of the PROJECT to be two million, one hundred thousand dollars, (\$2,100,000), but payment obligations under this Agreement will be based on actual costs. The STATE will pay consultants and contractors for any PROJECT design, construction engineering, and construction costs and bill the COUNTY for its share of PROJECT costs. The COUNTY will pay within 30 days of receipt of billing from the STATE.
6. **WORK PERFORMED PRIOR TO AGREEMENT.** It is understood and agreed between the parties that certain PROJECT work pertaining to this Agreement may have been performed by the consultant or contractor hired by the STATE before this Agreement was executed. Further, it was the intent of the parties that certain work be performed by the consultant or contractor and be paid for in accordance with this Agreement. In light of the foregoing, the parties to this Agreement ratify the acts of the consultant or contractor hired by the STATE which may have been performed during this period and agree to pay for these services in accordance with the terms of this Agreement.
7. **STRUCTURE MAINTENANCE.** Upon completion of the PROJECT, the COUNTY will be one hundred percent (100%) responsible for all work on the structure, including but not limited to any inspection, maintenance, repair, rehabilitation, and replacement.
8. **REAL PROPERTY ACQUISITION.** The COUNTY will obtain all right-of-way and other real property interests necessary for the PROJECT in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended in 1987. The COUNTY will use unaltered STATE forms in obtaining right-of-way and other real property interests necessary for the PROJECT, unless alterations are approved in advance by the STATE.
9. **UTILITY & RIGHT OF WAY ADJUSTMENTS.** The COUNTY will arrange for all needed utility adjustments as part of the PROJECT and certify prior to advertisement or letting that all right-of-way and utility adjustments and agreements are in place.
10. **CONFLICT OF INTEREST.** The COUNTY certifies the COUNTY has a conflict of interest policy and enforces said policy.
11. **INTERNAL REVENUE COMPLIANCE.** The COUNTY certifies the COUNTY has filed an Internal Revenue Services (IRS) Form 990 in compliance with federal law, if applicable. The COUNTY will display the filed IRS Form 990 on the COUNTY'S website immediately upon filing.
12. **INTERNAL CONTROLS.** The COUNTY certifies the COUNTY employs an effective internal control system.
13. **SINGLE AUDIT ACT.** The COUNTY certifies the COUNTY is in compliance with the federal Single Audit Act and the requirements of SDCL § 4-11-2.1, if applicable. The COUNTY further certifies audits are displayed on the COUNTY'S website.
14. **INDEMNIFICATION.** The COUNTY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of the COUNTY'S performance under this Agreement. This section does not require the COUNTY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees. The COUNTY'S obligation to indemnify will survive termination or expiration of this Agreement.
15. **CIVIL RIGHTS ACT.** The COUNTY will abide by the requirements of Title VI of the Civil Rights Act of 1964, incorporated in and attached to this Agreement as **Exhibit A**.
16. **AMERICANS WITH DISABILITIES ACT.** The COUNTY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1990 and any amendments.

17. **AMENDMENTS.** This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.
18. **FUNDING AVAILABILITY.** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the federal government, Legislature and South Dakota Transportation Commission for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, the South Dakota Transportation Commission fails to allocate state highway funds, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement or reduce the Federal Funds or state highway funds paid under this Agreement. Termination or funding reductions for any of these reasons is not a default or breach by the STATE nor does it give rise to a claim against the STATE.
19. **TERMINATION.** The STATE may terminate this Agreement with or without cause. If this Agreement is terminated prior to completion of the PROJECT, the COUNTY will, within 180 days of termination of this Agreement, repay all Federal Funds and state highway funds expended on the PROJECT.
20. **COMPLIANCE WITH LAWS.** The COUNTY must comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The COUNTY must procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.
21. **GOVERNING LAW AND VENUE.** This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
22. **SEVERABILITY.** If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.
23. **ENTIRE AGREEMENT.** All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.
24. **EMPLOYEE STATUS.** Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.
25. **SIGNATURE AUTHORITY.** The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the Chairperson as the COUNTY'S authorized representative is attached to this Agreement as **Exhibit B**.

SIGNATURES FOLLOW

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the COUNTY to enter into the same.

COUNTY of Codington, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Joel M. Jundt

Its: Chairperson

Its: Department Secretary,

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

County Auditor/Clerk

(COUNTY SEAL)

**WORK ORDER FOR CONSULTANT SERVICES
LOCAL GOVERNMENT PROJECTS**

DOT 917-B
06/02/2017

GENERAL

1 **Work Order No.** LGA-162-20 2 **Agr. No.** 410776 3 **Date** 08/24/2022

4 **Amendment No.** _____

5 **Consultant** Banner & Associates

PROJECT INFORMATION

6 **Project No.** BRF-B 6510(05) 7 **PCN** 08MM 8 **County/City** Codington County

9 **Project Description** Structure, Approach Grading

10 **Project Location** Structure 4 S & 2.6 E of Watertown on 176th St over the Big Sioux Rv SN 15-216-22C

11 **Work Type** Design
For Specifics on the Scope of Work, See Attachment I

SERVICES REQUIRED See Attachment II

REIMBURSEMENT FOR TRAVEL See Attachment II

12 **MAXIMUM LIMITING AMOUNT** \$139,200.00 13 **FIXED FEE** \$15,986.35

14 **Amendment Amount** _____ 15 **FIXED FEE** _____

16 **New Maximum Limiting Amount** \$139,200.00 17 **FIXED FEE** \$15,986.35

18 **COMPLETION DATE** 12/31/2025

See Attachment I for interim dates and deliverables.

CONTACT PERSONS

Consultant Mark Junker

County/City Codington County Official

SDDOT John Adams, Project Manager

INSURANCE REQUIREMENTS

20 Type of Insurance	Expiration Date	On File
General Liability	11/01/2022	Yes
Automobile Liability	11/01/2022	Yes
Workers Compensation	11/01/2022	Yes
Errors and Omissions	10/03/2022	Yes

APPROVAL BY:

Consultant:  **8/26/2022**
Date

County / City: _____
Concurrence Date

21 **DOT:** _____
Date

DISTRIBUTION:

- (1) Original - Finance Office
- (4) Copies - Consultant, Originating Office, Local Government Agency, Internal Audits

Personal Emergency Leave	Full Benefit
S.D. Retirement System	Participating
Supplemental Retirement	Participating
Family Medical Leave	Full Benefit (If meets requirements)
Longevity	Full Benefit

4.3 Regular Part-time Employee

An employee who is employed by County work at least 230 hours but less than 40 hours per week on a regular basis (and has completed his/her employee-in-training period). Please see the Payroll Officer for information on accrual of Vacation, Sick Leave and Holiday Pay.

Benefits:

Vacation Leave	Prorated to hours worked
Sick Leave	Prorated to hours worked
Holiday Pay	Prorated to hours worked
	Health Insurance
	Option to participate if over 30 hours/week during the measurement period (see section/policy 8.0.1)
Dental Insurance	Option to participate (at employee expense)
Vision Insurance	Option to participate (at employee expense)
S.D. Retirement System	Participating
Supplemental Retirement	Option to Participate
Family Medical Leave	Participate If meet requirements (see section/policy 8.6.3)
Longevity	If meet requirements (see section/policy 8.1)

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4.4 Occasional Part-time Employee

An employee who is employed by Codington County to work for less than 230 hours per week.

Benefits:

S.D. Retirement System	Participating if 20 or more hours/week
Supplemental Retirement	Participating if 20 or more hours/week
	None

4.5 Temporary or Seasonal Employee

An employee who is employed by Codington County as a temporary or seasonal employee generally does not extend beyond a 6-month period, unless approved by the Codington County Commission.

Benefits:

No Benefits

4.6 Training Period

An employee who is newly hired by Codington County in a regular full-time, regular part-time and part-time position who is completing his/her 6 month or 180-day training period.

Benefits:

Vacation leave-- Accrue full benefits but may not use leave until completion of training period.
 Sick leave-- Accrue full benefits, may be used as necessary at this time.
 All other benefits are the same as his/her respective classification above.

August 30, 2022

Commissioners: 10,778.26 total salaries. Auditor: 23,210.87 total salaries. Co. Treasurer: 34,728.08 total salaries. States Attorney: 36,297.61 total salaries; Danielle Rang 6119.58 new hire. Gov. Buildings: 19,478.35 total salaries. Dir. Equalization: 48,435.99 total salaries. Reg. of Deeds: 26,103.46 total salaries. Veterans Service: 13,762.64 total salaries. Sheriff: 100,093.84 total salaries. Co. Jail: 131,449.45 total salaries. Welfare: 15,925.61 total salaries. County Nurse: 4,302.96 total salaries; Karen Jensen 3097.20 new hire. Co. Park: 11,808.98 total salaries. Ag. Bldg.: 10,626.93 total salaries. Co. Extension: 10,950.02 total salaries. Weed: 8,845.41 total salaries. Planning Board: 453.67 total salaries. Road & Bridge: 95,558.07 total salaries. Emergency Management: 12,770.35 total salaries. Crime Victim: 7,592.82 total salaries. W.I.C.: 5,209.95 total salaries. Total 628,383.32

Breakdown of withholding amounts which are included in the above:
S.D. Retirement 57,336.76; S.D. Retirement 75.98 spouse option; S.D. Supplemental Retire. 3,660.00 suppl. retire.; Sanford 82,014.06 ins.; Reliance Standard Life Insurance 725.61 life ins.; Delta Dental 6,383.82 ins.; Avesis 860.08 ins.; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 390.80 employee union dues; AFLAC 3,655.23 ins.; John Hancock 5,660.00 suppl. retire.; AFLAC 758.91 ins.; Watertown United Way 90.00 employee contributions; Office of Child Support 1253.00 employee payments; Sioux Valley Credit Union 25,406.00 employee payments; SDRS Supplemental Retirement 4,485.00 Roth retirement; Teamsters Local Union 120 422.00 employee union due; Codington County Deputy Sheriff's Association 105.00 employee union dues; ReliaBank Dakota 43,378.58 federal withholding; ReliaBank Dakota 58,143.72 social security; ReliaBank Dakota 13,598.06 medicare; SDRs Special Pay Plan 4,062.88 final payout of vacation time.

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Emergency Management

Name of traveling employee _____

Employee title Director Employee status exempt ___ nonexempt X

Purpose of travel South Dakota Emergency Management Association Conference

Method of transportation EM Vehicle

Destination Huron, South Dakota

Departure date and time: _____ Destination arrival date and time (_____) 32

Return departure date and time _____ Return arrival date and time(_____)

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) County Vehicle

Lodging expense: State rate x 2 nights

Meals Per diem - continental breakfast and provided meals Registration: None

Other costs Will return to Watertown after the first day to pick up the deputy director: departure on _____ (we are attending different training classes)

Overtime costs involved in the requested travel Any overtime hours will be flexed/comp

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

Yes XX No _____ If no, why _____

Is this travel a budgeted item? Yes X No _____

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman. _____

Date _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Emergency Management

Name of traveling employee _____

Employee title Deputy director Employee status exempt ___ nonexempt X

Purpose of travel South Dakota Emergency Management Association Conference

Method of transportation EM Vehicle

Destination Huron, South Dakota

Departure date and time: _____ Destination arrival date and time _____

Return departure date and time _____ Return arrival date and time _____

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) County Vehicle

Lodging expense: State rate x 2 nights

Meals Per diem - continental breakfast and provided meals Registration: None

Other costs _____

Overtime costs involved in the requested travel Any overtime hours will be flexed/comp

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

Yes XX No _____ If no, why _____

Is this travel a budgeted item? Yes X No _____

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman _____ Date _____