

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, May 09, 2023

1. Pledge of Allegiance
2. Call for public comment. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297
3. Conflict of interest items
4. Action to approve the May 09, 2023, agenda
5. Action to approve the May 02, 2023, minutes of the Board of Codington County Commissioners
6. Monthly Reports
 - a. Auditor
 - b. Director of Equalization
 - c. Welfare Director
7. Action to approve the Auditor's Acct. w/Treasurer and note monthly Register of Deeds fees
8. Action to approve an agreement for striping of County roads
9. Action to approve MOU with the City of Watertown to cost share the 14th Ave NW Bridge Project
10. Action to approve an application for West Nile virus prevention grant funds
11. Action to approve the Sheriff to apply for a COPS Grant
12. Note the Board will not meet on May 30th 2023
13. Action to approve abatement applications
14. Action to approve claims for payment
15. Action to approve automatic budget supplements
16. Action to approve personnel changes
17. Action to approve travel requests
18. Public Notices – a possible quorum of Commissioners could be in attendance at:
19. Old Business
20. New Business
21. Open
 - a. Public Comments
 - b. Commission Comments
22. 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)**

23. 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**

May 02, 2023

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, May 02, 2023, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen; absent Randall Schweer; Chair Gabel, presiding. The pledge of allegiance was led by Commissioner Waterman.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

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

AGENDA APPROVED

Motion by VanDusen, second by Johnson, to approve the May 02, 2023 agenda, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Waterman, to approve the minutes of April 25, 2023 as presented; all voted aye; motion carried.

MONTHLY REPORTS

Veteran Service Office, Todd Rose, reported two DAV transports occurred in April and there are no transports currently scheduled in May; YTD there are 170 open (working claims) and YTD 92 completed; \$13,398 for the month of April 2023, increase in monthly compensation for veterans or their dependents, YTD a monthly increase of \$45,496; \$92,744 for the month of March 2023, in retro-payments to bring a claim current to monthly compensation YTD retro-payments \$317,872; Todd and Jay attended a 4-hour block on instruction put on by the South Dakota Department of Veteran Affairs, will be fielding new software to process claims with no start date as of now; the Honor Pact Act of August 2022 is bringing a new thought process to how the VA looks at Toxic Exposure, it doesn't necessarily mean Agent Orange and Vietnam or Burn Pits and South-East Asia, if there was a veteran that was a lab-technician, a fueler, or an airplane mechanic, or if your job in the military exposed you to toxins and if those toxins could have been the cause of a medical condition you may have, they could be service connected for that condition, it opens things up significantly for filing possible claims; the VA has seen a 35% increase in claims; May is National Appreciation Month which includes, Loyalty Day on May 1st, Military Spouse Appreciation Day on May 12th, Victory in Europe Day on May 8th, Armed Forces Day on May 20th, and Memorial Day on May 29th, May is also Gold Star Awareness Month, providing us the opportunity to pay tribute to families of our fallen heroes; Charles T. Langenfeld will receive a bridge in his honor and it will be the bridge on Willow Creek, there were 12 that were selected out of 70 applicants this year, Codington County is fortunate to have been selected 1 selected in the past 3 years; the American Legion is working on the Memorial Day Plans for May 29th, while the American Legion Riders are working on an event for Armed Forces Days on May 20th, 2023 at Trav's Outfitters; Ashley Alvarado with the Department of Labor is hosting an hour long "Coffee with Veterans" on May 23rd, 2023 from 10:00 a.m. – 11:00 a.m. at "Gather" coffee shop, Jay and Todd will be attending this event, some of the other local counties do this monthly and is sponsored by the county VSO office, will be curious to see how well it is received and if this is something that they will want to carry on;

LAVATORY AND TOILET REPLACEMENTS FOR DETENTION CENTER

Motion by Johnson, second by VanDusen, to approve the purchase of 7 – stainless-steel toilets and 9 – stainless-steel lavatories for the Detention Center, as budgeted, Facility Manager, Steve Molengraaf presented to the board a quote from Warne Plumbing and Heating, in the amount of \$47,475.00 plus \$2,000.00 for freight for a total of \$49,475.00; all voted aye; motion carried.

KUBOTA ATV SIDE BY SIDE FOR THE WEED DEPARTMENT

Motion by Waterman, second by Johnson, to approve the purchase of Kubota ATV side by side for the Weed Department, as budgeted, Facility Manager, Steve Molengraaf, presented to the board a quote from Sourcewell in the amount of \$23,840.94; the current ATV will be moved to the park for the summer and used at the Courthouse during the winter; all voted aye; motion carried.

COMPUTERS FOR REGISTER OF DEEDS OFFICE

Motion by VanDusen, second by Johnson, to approve the purchase of 3 HP Eliteone 870 G9 AIO computers for the Register of Deeds Office, as budgeted, Register of Deeds, Ann Rasmussen, presented to the board a quote from Connecting Point in the amount of \$5,430.00; all voted aye; motion carried.

RESOLUTION TO CANCEL COUNTY LIENS

Motion by VanDusen, second by Johnson, to approve Resolution 2023-7 to cancel county liens against persons who are known to be deceased with no assets; all voted aye; motion carried.

**RESOLUTION 2023-9
“TO DISCHARGE COUNTY AID LIENS”**

WHEREAS, the Codington County Auditor’s office has furnished a list of liens filed in the Register of Deeds Office and has recommended the discharge of these liens as the individuals who incurred the liens are determined to be deceased, with no assets, and

WHEREAS, as of July 1, 1970 these existing liens total approximately \$148,791.48, and

WHEREAS, there is no evidence collection will be made on any of the total of approximately \$148,791.48,

NOW, THEREFORE, BE IT RESOLVED: by the Codington County Board of Commissioners, that the Register of Deeds is hereby directed to discharge the liens of known deceased from July 1, 1970 to the present time, as listed on file in the Auditor’s Office.

Dated this 2nd day of May, 2023

D. Lee Gabel

D. Lee Gabel, Chairman Codington County Commission

ATTEST:

Brenda Hanten

Brenda Hanten, Codington County Auditor

ALTERNATIVE ANNUAL TAX ON WIND FARM PROPERT

The Board noted payment, in the amount of \$1,182,340.68, has been received from the State of South Dakota for 2022 nameplate capacity tax and production tax from Crowned Ridge Wind, LLC, Crowned Ridge 2 Wind, LLC, and Dakota Range 1 & 2 Wind LLC. The following payments will be made with monthly tax apportionment remittances in May:

Codington County	\$413,819.24
Watertown School .	\$ 50,322.05
Waverly School	\$540,848.30
Germantown Township	\$ 32,166.86
Kranzburg Township	\$ 38,322.17
Leola Township	\$ 27,076.99
Rauville Township	\$ 4,614.61
Waverly Township	\$ 75,170.46

PERSONNEL CHANGES

Motion by Johnson, second by Waterman, to approve the following personnel change; New hire, Jared Getty, part-time correctional officer, effective 5/01/2023, Step 1/Grade 35, \$23.86 per hour; all voted aye; motion carried.

TRAVEL REQUESTS

Motion by Johnson, second by VanDusen, to approve the following travel request: Director of Equalization Officer and staff to attend the SDAAO Annual Assessor School; all voted aye; motion carried.

NEW BUSINESS

Motion by Johnson, second by Waterman, to approve an emergency closing the Extension Office on Friday, May 05, 2023, for the hours of 9:30 a.m. to 2:00 p.m., for the office staff to attend the funeral of Linda Lenards, mother of Jodi Loehrer, all voted aye; motion carried.

EXECUTIVE SESSION

Motion by VanDusen, second by Waterman, to enter into executive session, per SDCL 1-25-2 (2), consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters; at 9:34 a.m.; all voted aye; motion carried. The Board returned to regular session at 9:46 a.m., no action was taken. States Attorney, Rebecca Morlock-Reeves was present for executive session.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by VanDusen, second by Johnson, to adjourn at 9:47 a.m., all voted aye; motion carried.

ATTEST:

Brenda Hanten
Codington County Auditor

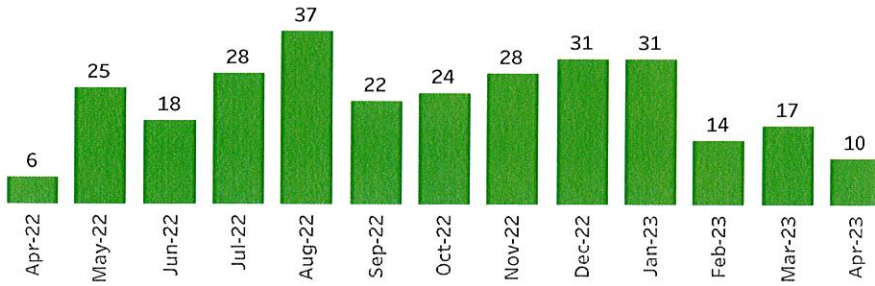
Codington County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of service.

Published once at the total approximate cost of \$ _____

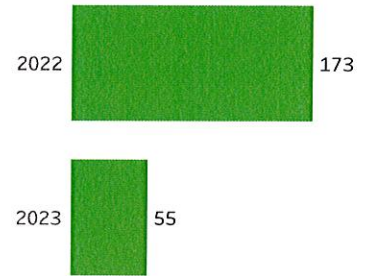


Monthly Report April 2023

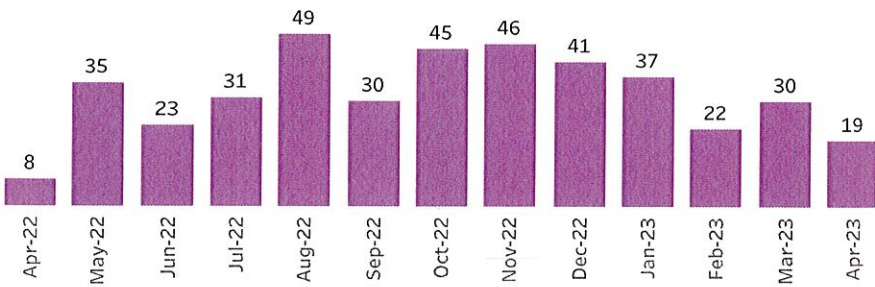
Unique Individuals Served by Month



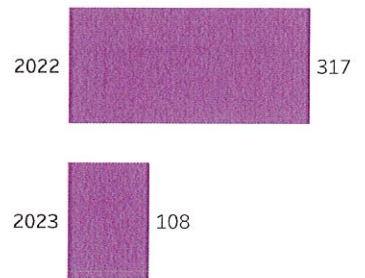
Unique Individuals Served by Year



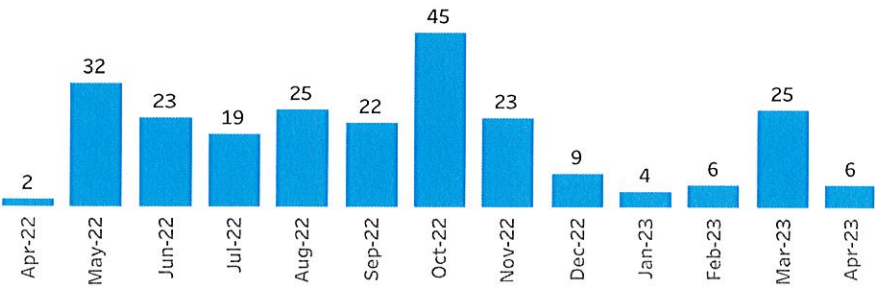
Services Recorded by Month



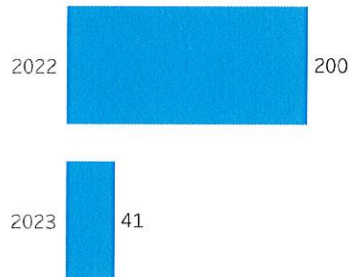
Services Recorded by Year



Total Client Contacts by Month



Total Client Contacts by Year



YTD Costs

Funeral Assistance	\$7,090
Rent Assistance	\$3,861
Mental Health Hold	\$2,990
Emergency Housing	\$437
Medical Bills	\$198
Transportation	\$191
SD Cares / ERA	
Case Management	
Care Coordination	

YTD Time Spent on Services (hours)

Case Management	441.33
Care Coordination	319.50
SD Cares / ERA	280.00
Transportation	138.83
Rent Assistance	41.50
Emergency Housing	17.75
Funeral Assistance	7.00
Medical Bills	4.50
Mental Health Hold	4.00

Completed Services

	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23
Case Management	2	4	2	3	14	11	22	18	9	8	8	14	11
Transportation		1	3	1	1		4	2	2	2		6	3
SD Cares/ERA		1	1	1	1	1	1	1	1	1	1	1	1
Rent Assistance		4	6	6	5	5	3	8	2	6	1		1
Mental Health Hold					5	2		2		3			1
Care Coordination	1	8	3	7	11	8	7	7	18	10	9	3	1
Utility Assistance		4	3	4	6								
Medical Bills			1	1	1	1	1		1			1	
Funeral Assistance	1	2	1	1	1	1	1	1	4	1	1		
Emergency Housing	3	4	3	5	4	1	6	7	4	5	2	3	

Completed Referrals

	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	
CARES		1	3	4	5	9	4	5	7	1	1	1	1	2
DOL			4		1	5	1	3	5	3	3	2	1	1
Salvation Army			6	4	7	7	3	3	6	6	5	1		1
ICAP			4	7	9	15	4	6	7	8	3	3	4	
Coordinated Entry System (CES)	1	1	1	3	3	2	6	3	5	2	2	4		
DSS		2			3	3		2	2	2	1	1		
Beacon Center				4	2	1	1	1		3	1			
Other		1		1					2	2				
Energy Assistance				3	2	1		1		2				
Watertown Housing Authority		3			1	1			1	2				
HSA		1					2	1		1				
Medical Provider		1					5		2					
Access Ministries			1		3		1	4	2					
WIC								1	1					
Veteran ESG		1		1			1	2						
Brothers & Sisters Behind Bars	1	1	1	2		1	1	2						
Transit							2							
Social Security				1	2	1	1			1				
Vocational Rehab					1		1			1				

FUND CASH BALANCES REPORT AS OF 05/03/2023
CODINGTON COUNTY

Fund	Description	BALANCE
101	GENERAL FUND	25,492,077.64
101	GENERAL RESTRICTED CASH	500,000.00
	TOTAL AT FUND GROUP:	25,992,077.64
204	ROAD & BRIDGE FUND	6,802,955.16
204	ROAD & BRIDGE RESTRICTED CASH	.00
207	E-911 FUND	49,137.91
226	EMERGENCY MANAGEMENT FUND	251,457.40
228	VICTIM CRIME SERVICE FUND	95,435.94
229	DOMESTIC ABUSE FUND	2,054.96
231	W.I.C. FUND	36,626.94
233	COURTHOUSE BUILDING FUND	.00
248	24/7 SOBRIETY FUND	141,438.27
250	MODERNIZATION/PRESERVATION	222,414.83
256	SEARCH & RESCUE FUND	97,665.92
290	AMERICAN RESCUE PLAN FUND	.00
295	RURAL ACCESS INFRASTRUCTURE	358,544.21
	TOTAL AT FUND GROUP:	8,057,731.54
706	SPECIAL HIGHWAY FUND	.00
721	SCHOOL DISTRICTS FUND	11,045,332.12
722	CIVIL TOWNSHIPS FUND	332,334.15
723	CITIES AND VILLAGES FUND	2,428,414.81
724	WATER DEVELOPMENT DIST. FUND	106,401.15
725	ADVANCE TAX COLLECTION FUND	.00
726	REGISTER OF DEEDS FUND	2,056.80
727	GAME, FISH & PARKS FUND	.00
728	CLERK OF COURT FUND	.00
729	TAX SALE REDEMPTION FUND	.00
733	SANITARY SEWER DIST. FUND	.00
734	DEPOSIT FUND	.00
735	TREASURER'S TRUST FUND	383.09
736	MUNICIPALITIES (5%) FUND	.00
738	FINES TO SCHOOLS FUND	.00
741	911 TRUST AND AGENCY FUND	.00
742	STATE MOTOR VEHICLE FUND	571,412.40
746	AUTO EXCISE TAX FUND	.00
755	SALES TAX FUND	452.67
758	BOOKMOBILE FUND	20,777.82
766	LAW LIBRARY FUND	10,669.81
769	MODERN/PRESERATION RELIEF	2,106.00
770	FIRE DEPT. MONIES	.00
	TOTAL AT FUND GROUP:	14,520,340.82
	TOTAL:	48,570,150.00

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

To the Honorable Board of County Commissioners, Codington County:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of the County of Codington as of the last business day in April 2023.

Cash on Hand	\$17,223.89
Checks in Treasurer' possession less than 3 days	\$1,804,296.40
Credit Card Charges	\$34,266.19
Cash Items	\$425.00
TOTAL CASH ASSETS ON HAND	\$1,856,211.48

RECONCILED CHECKING	
Reliabank (Memorial Park)	\$28,245.65
Reliabank Dakota	\$4,684,406.54
INVESTMENTS	
SD Public Funds Investment	\$42,000,000.00

TOTAL CASH ASSETS	\$48,568,863.67
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GENERAL LEDGER CASH BALANCES:	
General	\$25,453,240.84
General restricted cash	\$500,000.00
Sp. Revenue	\$8,096,187.90
Sp. Revenue restricted cash	
Custodial	\$14,519,434.93
Schools	\$ 11,045,332.12
Townships	\$ 332,334.15
City/Towns	\$ 2,428,414.81

TOTAL GENERAL LEDGER CASH	\$48,568,863.67
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Dated this 1st day of May 2023

County Auditor

**AUDITOR'S MONTHLY SETTLEMENT WITH TREASURER
CODINGTON COUNTY
DATE: May 1, 2023**

CASH ON HAND IN TREASURER'S OFFICE

Silver and Pennies.....	\$94.89
Ones.....	\$224.00
Fives.....	\$505.00
Tens.....	\$520.00
Twenties.....	\$3,680.00
Fifties.....	\$800.00
Hundreds.....	\$11,400.00
Cash Items.....	\$425.00
Credit Card Charges.....	\$34,266.19
Checks.....	\$1,804,296.40
TOTAL CASH ON HAND	\$1,856,211.48

CHECKING ACCOUNT BALANCE:

<u>Reliabank (Memorial Park)</u>	\$28,245.65
<u>Reliabank Dakota</u>	\$4,684,406.54

INVESTMENTS:

<u>SD Public Funds Investment Trust</u>	\$42,000,000.00
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OTHER ACCOUNT BALANCES: \$46,712,652.19

GRAND TOTAL CASH AND BALANCES: \$48,568,863.67

GENERAL LEDGER CASH AND INVESTMENT BALANCES BY FUNDS:

General Fund	\$25,453,240.84
General Fund restricted cash	\$500,000.00
Sp. Revenue Funds	\$8,096,187.90
Sp. Revenue Funds restricted cash	\$0.00
Custodial Funds	\$14,519,434.93

TOTAL GENERAL LEDGER CASH \$48,568,863.67

OFFICIAL STATEMENT OF FEES COLLECTED
REGISTER OF DEEDS STATEMENT OF FEES COLLECTED DURING THE MONTH
OF APRIL, 2023

The sum of **\$24,066.45** in fees has been collected by me as Register of Deeds for APRIL, 2023

Ann Rasmussen being duly sworn, deposes and says that she is the Register of Deeds in and for CODINGTON COUNTY, State of South Dakota; that the foregoing statement is a true and correct report of all fees collected by me as such Register of Deeds, as required by law, during the month of APRIL, 2023

Ann Rasmussen
Register of Deeds

Subscribed and sworn to before me this 1st day of May 2023

Brenda Hanten

CERTIFIED BIRTHS

State Children's Fund (\$2.00)	<u>\$ 198.00</u>
County General Fund (\$5.00)	<u>\$ 495.00</u>
State EVRSS Fund (\$5.00)	<u>\$ 495.00</u>
State General Fund (\$3.00)	<u>\$ 297.00</u>
TOTAL	<u>\$ 1,485.00</u>

CERTIFIED DEATHS

County General Fund (\$5.00)	<u>\$ 580.00</u>
State General Fund (\$4.00)	<u>\$ 464.00</u>
State EVRSS Fund (\$6.00)	<u>\$ 696.00</u>
TOTAL	<u>\$ 1,740.00</u>

FILED

MAY 01 2023

CODINGTON COUNTY AUDITOR

Receipt Totals

By Date: 4/1/2023 12:00:00 AM - 4/30/2023 11:59:59 PM; Departments: All; Cash based.

Codington County
Thursday, May 04, 2023 12:48 PM

Summary:

Receipt Item Totals

	Paid	Charged	Debited	Total
Document:	\$19,150.00	\$1,680.00	\$0.00	\$20,830.00
Non Document:	\$3,031.75	\$1,823.20	\$0.00	\$4,854.95
Subtotal:	\$22,181.75	\$3,503.20	\$0.00	\$25,684.95

Payment on Account Totals

Applied:	\$1,884.70
Refunded:	\$0.00
Unposted:	\$0.00
Net Posted:	\$1,884.70

Payments & Refunds

ACH:	\$7,492.50
Cash:	\$1,922.75
Check:	\$14,651.20
Total:	\$24,066.45

Revenue Account Activity

	Total Received	Paid on Receipt	Applied from POA	Adjusted
101-0-321.00 Marriage License 1	\$90.00	\$90.00	\$0.00	\$0.00
101-0-341.21 Reg. Deeds Filing/Recording 2	\$7,001.00	\$6,651.00	\$350.00	\$0.00
101-0-341.22 Reg. Deeds Transfer fees 3	\$11,204.00	\$11,204.00	\$0.00	\$0.00
229-0-321.00 Domestic Abuse Marriage Lic. 6	\$270.00	\$270.00	\$0.00	\$0.00
726-0-209.00 Reg. Deeds Fees - State 8	\$2,150.00	\$1,400.00	\$750.00	\$0.00
101-0-341.29 Reg. Deeds Other Fees 4	\$1,986.45	\$1,271.75	\$714.70	\$0.00
250-0-341.21 M&P Relief ROD Filing/Rec 7	\$819.00	\$777.00	\$42.00	\$0.00
769-0-209.00 M&P Relief ROD Allocation 9	\$546.00	\$518.00	\$28.00	\$0.00
Total:	\$24,066.45	\$22,181.75	\$1,884.70	\$0.00

FILED

MAY 01 2023

Document Pro

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS AGREEMENT TO PROVIDE FOR
THE STRIPING OF COUNTY ROADS
WITHIN CODINGTON COUNTY**

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 CODINGTON County, South Dakota, referred to in this Agreement as the "COUNTY."

1. JOINT POWERS

- A. 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 STATE and the COUNTY. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased in connection with this Agreement.
- B. Any COUNTY or STATE employee engaged in joint action under this Agreement will remain an employee of his 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 any 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.

2. BACKGROUND

- A. The STATE has allocated five hundred thousand dollars (\$500,000) to a state-wide county highway striping project, designated as project number P 000S(00)240, PCN 07DR, and referred to in this Agreement as the "PROJECT." STATE funds will pay sixty percent (60%) of the eligible PROJECT costs, up to a maximum amount of five hundred thousand dollars (\$500,000). Counties participating in the PROJECT will pay the remainder of the PROJECT costs with county funds.
- B. The COUNTY wants to participate in the PROJECT for the striping of approximately 31.5 miles of roads under COUNTY'S supervision and control.

THE COUNTY AND THE STATE MUTUALLY AGREE AS FOLLOWS:

3. TERM

This Agreement will become effective upon the last signature and will end once the PROJECT is closed by STATE unless terminated earlier pursuant to the terms of this Agreement.

4. PROJECT PLANNING AND CONSTRUCTION

- A. The STATE will prepare plans, advertise the PROJECT for bids, award a contract to the lowest responsible bidder, be the contracting party for the PROJECT, and administer construction of the PROJECT except for the tasks to be undertaken by the COUNTY as spelled out elsewhere in this Agreement.
- B. The COUNTY will sweep roadways to be striped in advance of the contractor's operations.
- C. The COUNTY will provide the PROJECT inspection for that portion of the PROJECT involving COUNTY'S roads.

- D. The COUNTY will be solely responsible for ensuring that no passing zones are clearly marked for the benefit of the contractor for the PROJECT. The COUNTY may meet this obligation by ensuring that the beginning and ending of each no passing zone is marked, in a manner clearly visible from the driving lane, with a "NO PASSING ZONE" sign (W14-3), a "DO NOT PASS" sign (R4-1), a "PASS WITH CARE" sign (R4-2), or 9' steel channel posts driven 3.5' to 4' near the right-of-way line with the top 2' painted yellow. The COUNTY will be solely responsible for the cost of marking no passing zones for the benefit of the contractor.

5. ELIGIBLE COSTS

PROJECT costs that are eligible for STATE funds are preliminary engineering, construction engineering and administration, and construction costs, provided the costs are incurred in accordance with this Agreement. Costs incurred in violation of any terms or conditions of this Agreement will be deemed ineligible.

6. FUNDING THE PROJECT

- A. The STATE will pay all costs associated with the PROJECT directly to any consultants and to the construction contractor.
- B. The parties will share eligible PROJECT costs totaling seventeen thousand, one hundred seventy-two dollars and eighteen cents (\$17,172.18) as follows: The STATE will pay 60% of eligible PROJECT costs up to a maximum limiting amount of ten thousand, three hundred three dollars and thirty-one cents (\$10,303.31) and the COUNTY will pay the remaining 40% match for eligible PROJECT costs, up to a total of six thousand, eight hundred sixty-eight dollars and eighty-seven cents (\$6,868.87) in matching funds. The COUNTY will be one hundred percent (100%) responsible for all ineligible PROJECT costs, including any PROJECT costs in excess of seventeen thousand, one hundred seventy-two dollars and eighteen cents (\$17,172.18) on COUNTY'S roads.
- C. The STATE will bill the COUNTY for the COUNTY'S share of PROJECT costs. The COUNTY will pay the STATE within thirty (30) days of receipt of billings from the STATE.

7. 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.

8. TERMINATION

The STATE may terminate this Agreement at any time with or without cause and with or without notice. If the STATE terminates this Agreement for a default by the COUNTY, the COUNTY will reimburse the STATE for all STATE funds expended for the PROJECT.

9. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

10. SUBCONTRACTING

The COUNTY may not assign, sublet, or transfer this Agreement or any interest in this Agreement without the STATE'S written permission to do so.

11. INDEMNIFICATION

The COUNTY will indemnify and defend the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of any act or omission of the COUNTY or the COUNTY'S officers, agents, or employee. The COUNTY is not required to be responsible for nor to defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.

12. AMERICANS WITH DISABILITIES ACT

The COUNTY will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

13. COMPLIANCE WITH LAWS

The COUNTY will 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 will procure all licenses, permits, or other rights necessary for the fulfillment of their obligations under this Agreement. The COUNTY'S noncompliance with these requirements will be cause for the STATE to withhold participation and reimbursement.

14. CONTROLLING LAW

- A. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. The venue for any lawsuit pertaining to or affecting this Agreement will be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- B. Any dispute between the parties concerning this Agreement will be referred to the Secretary of the South Dakota Department of Transportation or duly authorized representative for determination, whose decision in the matter will be final and conclusive on the parties to this Agreement.

15. 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.

16. SUPERCESSION

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 the subject matter.

17. SIGNATURE AUTHORITY

The COUNTY has designated its Commissioner as the COUNTY'S authorized representative and has empowered the Commissioner 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 COUNTY'S authorized representative is attached to this Agreement as **Exhibit A**.

The STATE and the COUNTY signify their agreement by signatures affixed on the next page.

CODINGTON County, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Joel M. Jundt

Its: County Commission Chairperson

Its: Department Secretary

Date: _____

Date: _____

Attest: _____

Printed Name: _____

County Auditor/Clerk

[County Seal]

MEMORANDUM OF UNDERSTANDING

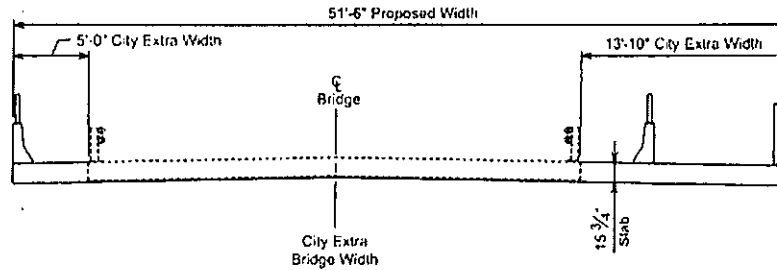
This Memorandum of Understanding (the "MOU"), is entered into and effective this 3 day of May, 2023, by and between the City of Watertown, a South Dakota municipal corporation, 23 2nd St NE, Watertown, South Dakota 57201 (the "City"), and Codington County, a political subdivision of the State of South Dakota, 14 1st Ave SE, Watertown, South Dakota 57201 (the "County"), collectively the "Parties."

Purpose

The purpose of this MOU is to memorialize the cost-sharing understanding between the Parties related to the County's design and construction of the 14th Avenue NW Bridge over the Big Sioux River.

Understanding

The County is contracted with Banner Associates, Inc. (Engineer) to design a replacement to the 14th Avenue NW bridge that crosses the Big Sioux River. The City agrees to pay to increase the width of the bridge to a 40 foot width clear roadway with an 8 foot wide shared used path on the south side of the bridge, attached as Exhibit A.



The County will bid the project. The City shall be notified of the bid prior to the award of the contract. The actual cost of the design and construction will be shared based on the width of the bridge, 38 percent (38%) share to be paid by the City and 62 percent (62%) share to be paid by the County, attached as Exhibit A. The Parties acknowledge that appropriations are contingent upon approval of the Parties' respective governing bodies.

The County will be the lead sponsor on the project and will apply for grant money. If the County does not receive a grant for eighty-percent (80%) of the project costs, the City may not participate in the upsizing cost.

The bridge construction is currently planned for year 2026.

Miscellaneous Terms

The term of this MOU shall run concurrent with the effective dates of the Project and may be extended only by written agreement between the Parties. This MOU may be amended or modified at any time in writing by mutual consent of both parties. The MOU may be canceled by either party with 60 days advance written notice. The MOU may be canceled immediately where cause for cancelation is due to a material or significant breach of any of the provisions contained herein. Cancelation for a material or significant breach occurs upon delivery of written notice to the other party.

This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. This MOU does not constitute a formal undertaking but the Parties shall make good faith efforts to fulfill the terms of this MOU.


CODINGTON COUNTY

By: _____
Its: _____

ATTEST:

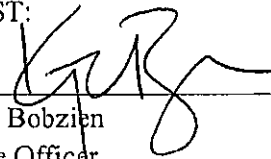
By: _____

CITY OF WATERTOWN



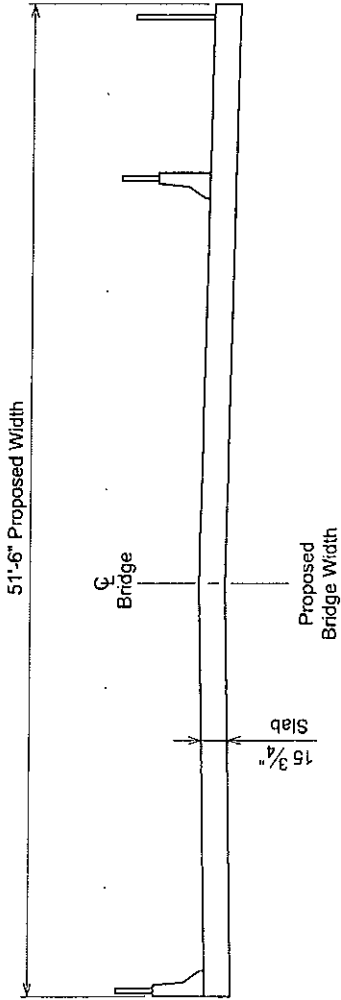
Amanda Mack
City Manager

ATTEST:



Kristen Bobzien
Finance Officer

Exhibit A
Cost Share Calculation
 Str. No. 15-178-160
 14th Avenue NW



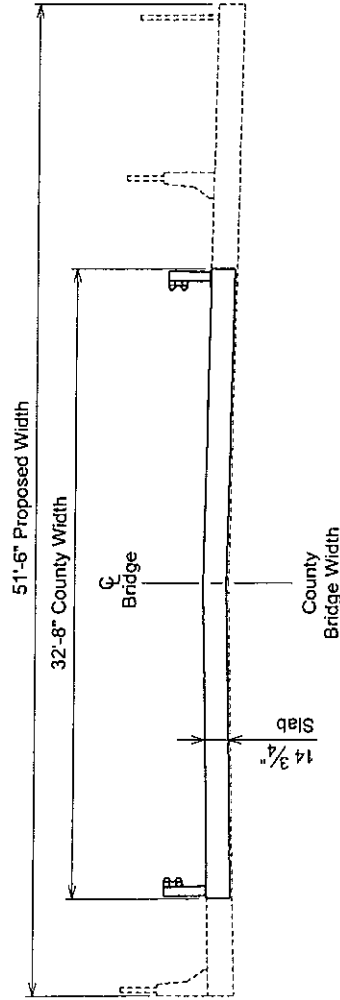
Notes

County width = 30' clear roadway + railings = 32'-8" (AASHTO Table 6-6: ADT > 2000, bridge > 100' long)

County slab thickness = 14.75" per live load deflection of L/800

City width = 40' clear roadway + 8' path + railings = 51'-6"

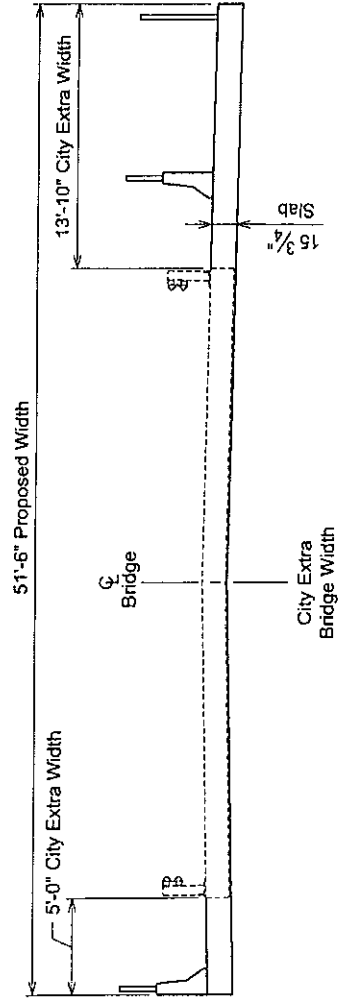
City slab thickness = 15.75" per live load deflection of L/1000 (stricter deflection limit due to 8' path)



County

$$\begin{aligned} & (32.67' \text{ width}) / (51.50' \text{ total width}) = 0.63 \\ & - [(1.00' \text{ extra slab thickness}) / (15.75' \text{ total slab thickness})] \times (0.20 \text{ ratio of slab cost to total cost}) = 0.01 \\ & = 0.62 \\ & \times 100 \\ & = 62\% \end{aligned}$$

62% County Cost Share



City

$$\begin{aligned} & (18.83' \text{ extra width}) / (51.50' \text{ total width}) = 0.37 \\ & + [(1.00' \text{ extra slab thickness}) / (15.75' \text{ total slab thickness})] \times (0.20 \text{ ratio of slab cost to total cost}) = 0.01 \\ & = 0.38 \\ & \times 100 \\ & = 38\% \end{aligned}$$

38% City Cost Share



DIVISION OF LICENSURE & ACCREDITATION

LICENSURE & SAFETY: Health Protection | Licensure & Certification | Medical Cannabis
ACCREDITATION & REPORTING: Vital Records | Health Data & Reporting
Accreditation & Quality | Legal

May 1, 2023

Re: West Nile Prevention Funding Opportunity

Dear South Dakota Community and Tribal Leaders:

With mosquito season just around the corner, the Department of Health is pleased to announce the availability of West Nile virus (WNV) prevention grants once again. \$500,000 is available in 2023 to assist cities, counties, and tribes with their mosquito control efforts. Grant awards will range from approximately \$500 to \$20,000 depending upon the size of the population served and their historical number of human WNV cases. Since the program's inception, the state has funded millions of dollars in support of local control programs to combat West Nile Virus in South Dakota.

As you know, human West Nile Virus continues to present a very significant threat to public health in South Dakota. Since WNV first emerged on South Dakota in 2001, there has been 2,741 human cases and 48 deaths due to mosquito borne WNV.

To apply for the WNV Prevention grants, eligible South Dakota city, county, and tribal officials need to complete the application available on the department's website at: <http://westnile.sd.gov>.

Applications are due by June 1st and funding awards will be available starting July 1st. If you have any questions about this funding opportunity, please don't hesitate to contact us at Julie.Ramsey@state.sd.us or by phone at 605-773-8107.

Thanks for all your efforts to control mosquitoes and prevent West Nile virus.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kaitlin Thomas'.

Kaitlin Thomas
Administrator
Office Public Health Preparedness and Response

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME Paige Welling		DATE 5/3/2023
EFFECTIVE DATE 5/15/2023	POSITION TITLE Community Care Coordinator	DEPARTMENT Welfare
CURRENT STEP 1	NEW STEP 1	
CURRENT PAY RATE \$20.66	NEW PAY RATE \$20.66	
REASONS FOR CHANGE Increasing from part time (20hrs) to full-time (40 hrs) employee		

EMPLOYEE SIGNATURE *Paige Welling*

DEPARTMENT HEAD SIGNATURE *Sara J. To*

DATE 5/3/23

COUNTY COMMISSIONERS _____

DATE _____

PLEASE SUBMIT FORM TO THE AUDITOR'S OFFICE ONE MONTH PRIOR TO THE EFFECTIVE OR ANNIVERSARY DATE.

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Welfare

Name of traveling employee _____

Employee title _____ Employee status exempt _____ nonexempt X

Purpose of travel 2nd Annual CHW Conference -- attendance at this is required as part of grant acceptance. will be attending with LATC program.

Method of transportation Car

Destination _____

Departure date and time _____ Destination arrival date and time _____

Return departure date and time _____ Return arrival date and time p.m.

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) \$135 mileage

Lodging expense \$0

Meals 40.00 maximum Registration 0

Other costs n/a

Overtime costs involved in the requested travel not anticipated

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

Yes X No _____ If no, why _____

Is this travel a budgeted item? Yes X Covered by CHW Grant No

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Welfare

Name of traveling employee _____

Employee title _____ e office Employee status exempt ___ nonexempt X

Purpose of travel 2nd Annual CHW Conference – attendance at this is required as part of grant acceptance.

Method of transportation Private Car

Destination _____

Departure date and time _____ 1 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.) \$135 mileage

Lodging expense \$0

Meals 40.00 maximum Registration 0

Other costs n/a

Overtime costs involved in the requested travel not anticipated

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

Yes X No _____ If no, why _____

Is this travel a budgeted item? Yes X Covered by CHW Grant No

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Welfare

Name of traveling employee _____

Employee title _____ Employee status exempt _____ nonexempt X

Purpose of travel 2nd Annual CHW Conference – attendance at this is required as part of grant acceptance.

Method of transportation Private Car

Destination _____

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

Return departure date and time _____ Return arrival date and time _____
p.m.

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) \$135 mileage

Lodging expense \$0 Staying with LATC Program

Meals 40.00 maximum Registration 0

Other costs n/a

Overtime costs involved in the requested travel not anticipated

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

Yes X No _____ If no, why _____

Is this travel a budgeted item? Yes X Covered by CHW Grant 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 _____ Employee status exempt ___ nonexempt X

Purpose of travel _____ for State EM 103 Class

Method of transportation EM Vehicle

Destination _____

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 \$0 _____

Meals Paid by the County Registration N/A

Other costs N/A

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

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 _____

