

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, September 03, 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 September 03, 2024, agenda
5. Action to approve the August 27, 2024, minutes of the Board of Codington County Commissioners
6. Public Hearing on 2025 Codington County Provisional budget
7. Monthly Reports
 - a.
 - b.
8. Discussion/possible action to authorize chair to sign Contract for Engineering Services with Banner Associates, Inc. to assist with right-of-way acquisitions for Structure 15-178-160 located on 14th Ave NW
9. Action to authorize chair to sign a 2025 seasonal Memorial Park Campground Management Services Agreement
10. Action to advertise and hire a full-time Administrative Support position in the Treasurer's Office
11. Action to declare office equipment at the Emergency Management Office, surplus to be destroyed
12. Discussion/possible action about possible budgeting of funds for community daycare project at the Mother of God Monastery
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**

August 27, 2024

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, August 27, 2024, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen, and Randall Schweer; Chair Schweer, presiding. The pledge of allegiance was led by Commissioner Gabel.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

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

AGENDA APPROVED

Motion by VanDusen, second by Gabel, to approve the agenda for August 27, 2024, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Waterman, to approve the minutes of August 20, 2024; all voted aye; motion carried.

PUBLIC HEARING/FORMAL BUDGET SUPPLEMENT

The Board held a public hearing, as previously advertised, to receive public comment on a formal budget supplement to the General Fund Budget for purposes of the Court Appointed Attorney budget expenditures. Motion by Johnson, second by Gabel, to approve formal supplements to the General Fund Budget for purposes of the Court Appointed Attorney budget expenditures in the amount of \$275,697.80. Chair Schweer opened the hearing to the public at this time. No persons offered comments during the public hearing. Chair Schweer closed the public hearing and turned to the Board for action and further comments. The formal supplementing of these budgets will give the County spending authority of the cash received and deposited into the fund. Upon vote of the Board all voted aye; motion carried.

TEREX HOLIDAY PARTY

Debbie Pahl, Engagement Committee Lead with Terex, met with the Board to request authorization to serve alcohol at the Codington County Extension Center Complex during the Terex Holiday Party, on December 14, 2024. The liquor license held by Second Street Station will be transferred for this event. Motion by VanDusen, second by Gabel, all voted aye; motion carried.

PLAT RESOLUTIONS APPROVED

Zoning Officer, Luke Muller, provided the Board with documentation for three plats for their approval. The Board took the following action:

RESOLUTION 2024-23

A Resolution to approve the platting of Henning Second Addition in the County of Codington, South Dakota

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

Codington County, 27 August 2024

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

Dated this 27th day of August, 2024, at Watertown, Codington County, South Dakota

Randall Schweer
Commission Chair, Codington County, South Dakota

STATE OF SOUTH DAKOTA
§
COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-24, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 27th day of August, 2024, at Watertown, Codington County, South Dakota.

Brenda Hanten
County Auditor, Codington County, South Dakota

RESOLUTION 2024-25

A Resolution to approve the platting of A & M Third Addition in the County of Codington, South Dakota

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

That an examination has been made of the plat entitled:

A & M Third Addition in the South Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 10, Township 116 North, Range 51 West of the 5th P.M., Codington County, South Dakota (Kranzburg (S) Township), and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

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

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

Dated this 27th day of August, 2024, at Watertown, Codington County, South Dakota

Randall Schweer
Commission Chair, Codington County, South Dakota

STATE OF SOUTH DAKOTA
§

Codington County, 27 August 2024

COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-25, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 27th day of August, 2024, at Watertown, Codington County, South Dakota.

Brenda Hanten

County Auditor, Codington County, South Dakota

MONTHLY REPORTS

Emergency Management Director, Andrew Delgado, updated the Board: hosted the Region 2 OEM meeting; in talking to the region coordinator there was mainly discussions about the LEMPG, the state sent a letter that there will be about a 10% cut from this year's, due to federal budget cuts, for next year's agreement, the primary change is that continuing education requirements are eliminated; Cheri was called out 4 times for weather, once for a repeater issue, and once for a crash with some hazmat considerations; came back from training the second week of August, since then have facilitated getting a repeater issue resolved; reviewed current services from Connecting Point and Verizon; changed ISP for the S&R building for a cost savings of about \$40/mo.; closed out disaster 4656, which was the derecho from May 12, 2022; secured a speaker from DANR for the September LEPC meeting; coordinated with a volunteer fire department to secure the combustible gas monitors we agreed to at the last LEPC meeting; developed a Situation Manual for a TTX, invitations will be sent this week, primarily for county staff, commissioners are invited, September 26, 9:00 a.m. – 11:00 a.m. **Sheriff, Brad Howell**, provided the Board with the following statistics, compiled from activity in the month of July 2024, for the Detention Center and Sheriff's Office: office fees were collected in the amount of \$6,719.43, and were retained by the County; Commissary items sold in the amount of \$2,716.43 with a commission fee to the County in the amount of \$3,629.75; 710 cases/calls for service; 4 accident reports were completed; 68 warrants served; 242 sets of civil papers served; 4,636 transport miles; average daily inmate population 55.58 (high ADP 62 and low ADP 51); 21 individuals wearing SCRAM (security continuous remote alcohol monitor) bracelets; 13 individuals using remote breathalyzers; 25 individuals testing twice daily PBT'S; 33 individuals reporting twice weekly for UA Drug testing; 1 individual wearing a sweat patch; 227 bookings; \$13,485.00 collected in fees for out of county prisoner contracts; \$3,160.00 collected in work release fees; \$7,049.00 collected in fees for the 24/7 program; and 4,473.00 collected in SCRAM fees. Sheriff Howell noted that they have implemented a new incentivized learning program in the Detention Center using Prodigy Solutions, this program was implemented on July 20, 2024, previous to the implementation there were 7 inmates enrolled in an academic learning program, since the implementation of the new incentivized learning program there have been 59 inmates enrolled after one month; after completing 2 hours of online learning, they may digitally submit a Coursework Reward Request and select 1 of 4 available rewards including: 2 free phone calls, 1 free video call, 10 free SMS messages or 1 free 24-hour tablet rental.

LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT FUNDING

Emergency Management Director, Andrew Delgado, presented the Board with the FY2025 Local Emergency Performance Grant, which provides counties with Federal funding for 50% of the salaries of the Emergency Management Director and because of the size of Codington County it also provides for 50% of the Deputy Emergency Manager Director; motion by VanDusen, second by Gabel, to approve the 2025 application for LEMPG (Local Emergency Performance Grant) funding; all voted aye; motion carried.

TAX DEED AUCTION

Motion by VanDusen, second by Gabel, to approve notice of Tax Deed Auction; appoint property appraisers, Shawna Constant, Jacki Manning and Steve Molengraaf; and declare the following property surplus to be sold: Outlot No. 19, in "Auditors Plat No. 2 of Outlots to Henry, South Dakota in Sections 5 and 8, Township 116,

Range 55 West.” Codington County, South Dakota; The East Half (E1/2) of Lots 10 and 11 in Block 5 of South Shore on Punished Woman’s Lake, Codington County, South Dakota, according to the recorded plat thereof, subject to easements and reservations of record, if any; The West two and one-half (2½) feet of the East 125 feet of Lots Ten (10) and Eleven (11), Block Twenty-Two (22), Second Railway Addition to the City of Watertown, Codington County, South Dakota; all voted aye, motion carried. The auction will take place during the Board’s meeting scheduled for September 24th, 2024.

LABOR DAY OFFICE CLOSURES

The Board noted the Court House and all County offices will be closed on Monday, September 2nd, 2024, in observance of Labor Day.

AUGUST SALARY CLAIMS

Motion by Gabel, second by Waterman, to approve for payment the following August salary claims; all voted aye; motion carried.

Commissioners: 11,754.34 total salaries. Auditor: 24,877.62 total salaries. Co. Treasurer: 40,816.13 total salaries. States Attorney: 46,590.15 total salaries; Alison Bakken 9436.02 new hire. Gov. Buildings: 21,465.07 total salaries. Dir. Equalization: 54,841.66 total salaries. Reg. of Deeds: 30,148.81 total salaries. Veterans Service: 12,927.22 total salaries. Sheriff: 133,681.91 total salaries. Jail: 155,671.38 total salaries. Coroner: 5,813.10 total salaries. Welfare: 21,185.10 total salaries. CO. Nurse: 5,798.45 total salaries. Co.Park: 9,208.08 total salaries. Ag. Bldg.: 12,081.90 total salaries. Co. Extension: 12,976.59 total salaries. Weed: 9,501.73 total salaries. Planning Board: 660.37 total salaries. Road & Bridge: 110,471.32 total salaries. Emergency Management: 15,300.52 total salaries. Crime Victim: 8,521.26 total salaries. W.I.C.: 5,402.83 total salaries. 24/7: 7,050.43 total salaries. Total 756,745.97

Breakdown of withholding amounts which are included in the above:

S.D. Retirement 71,386.94; VSP 971.69 eye insurance; S.D. Supplemental Retire. 4,815.00 suppl. retire.; Sanford 97,056.26; Reliance Standard Life Insurance 802.74 life ins.; Delta Dental 7,459.88 ins.; Codington County 7,882.39 employee HSA contribution; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 504.00 employee union dues; AFLAC 3,998.75 ins.; VSP 359.68 eye insurance; John Hancock 4,675.00 suppl. retire.; AFLAC 1,703.68 ins.; Sioux Valley Credit Union 21,763.00 employee payments; John Hancock Roth 200.00 suppl. retire.; SDRS Supplemental Retirement 5,030.00 Roth retirement; Teamsters Local Union 120 528.00 employee union due; Codington County Deputy Sheriff’s Association 120.00 employee union dues; ReliaBank Dakota 51,703.16 federal withholding; ReliaBank Dakota 69,107.42 social security; ReliaBank Dakota 16,162.36 Medicare; Division of Child Support 930.00 employee payment; United Way 60.00 employee contributions; Health Equity 7,882.39 employee HSA contribution.

CLAIMS

Motion by Gabel, second by VanDusen, to approve the following claims: Access Elevator & Lifts, Inc, \$19,537.00; SDVSOA, \$100.00. registration (Jay Roberts - \$50.00 & Todd Rose - \$50.00); all voted aye; motion carried.

PERSONNEL CHANGES

Motion by Gabel, second by Johnson, to approve the following personnel changes: State’s Attorney new hire appointed, Alison Bakken, Step 1, \$9436.02/month, or \$113,232.24 annually, effective 8/01/2024; Corrections Officer new hire, part time, Caleb Kervin, Step 3, \$26.07 per hour, effective 8/28/2024; all voted aye; motion carried.

TRAVEL REQUESTS

Motion by Johnson, second by Waterman, to approve the following travel request: staff members from Veteran Service Office to attend Dept. of Veterans Affairs Certification and Benefits School; all voted aye, motion carried.

EXECUTIVE SESSION

Motion by Gabel, second by VanDusen, to enter into executive session, per SDCI 1-25-2 (1) discussion of personnel issues, (2) contractual matters and (3) preparing for contract negotiations with employees or employee's representatives, at 9:39 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:54 a.m., no action was taken. Human Resource Representative, Natalie Remund, Treasurer, Carol Maloney and Facilities Manager, Steve Molengraaf were present for executive session.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Gabel, second by Johnson, to adjourn at 10:54 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 \$_____

	General Fund	Road and Bridge Fund	Emergency Mngt Fund	Victim Crime Fund	Domestic Abuse Fund	WIC Fund	24/7 Sobriety Fund	M & P Relief Fund	Search and Rescue Fund	Rural Access Inf Fund
TOTAL EXPENDITURE APPROPRIATIONS	17,921,227.00	7,392,638.00	375,000.00	110,100.00	15,000.00	70,400.00	142,157.00	140,000.00	50,000.00	210,000.00
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
TOTAL APPROPRIATIONS	17,921,227.00	7,392,638.00	375,000.00	110,100.00	15,000.00	70,400.00	142,157.00	140,000.00	50,000.00	210,000.00
Cash Balance Applied	5,502,463.00	1,000,000.00	0.00	0.00	0.00	10,000.00	60,000.00	125,000.00	0.00	0.00
311 Current Property Tax Levy	10,184,684.00	0.00								
Less 2.5% to Cities	-23,597.00	0.00								
312 to 319 - Other Taxes	50,900.00	330,000.00								
NET TOTAL TAXES	10,211,987.00	330,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
320 Licenses & Permits	42,000.00	0.00	0.00	0.00	9,000.00	0.00	0.00	0.00	0.00	0.00
330 Intergovernmental Revenue	785,000.00	3,057,500.00	373,000.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00
340 Charges for Goods & Services	1,142,975.00	43,000.00	0.00	0.00	6,000.00	50,000.00	70,000.00	15,000.00	25,000.00	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
360 Miscellaneous Revenue	904,024.00	0.00	2,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00	10,000.00
370 Other Financing Sources	220,000.00	2,962,138.00	0.00	75,218.00	110,100.00	0.00	10,400.00	12,157.00	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
TOTAL OTHER REVENUES	3,149,999.00	6,062,638.00	375,000.00	155,218.00	15,000.00	60,400.00	82,157.00	15,000.00	50,000.00	210,000.00
SUBTOTAL	18,864,449.00	7,392,638.00	375,000.00	110,100.00	15,000.00	70,400.00	142,157.00	140,000.00	50,000.00	210,000.00
Less 5% (SDCL 7-21-18)	943,222.00									
NET MEANS OF FINANCE	17,921,227.00	7,392,638.00	375,000.00	110,100.00	15,000.00	70,400.00	142,157.00	140,000.00	50,000.00	210,000.00
TOTAL APPROPRIATIONS	17,921,227.00	7,392,638.00	375,000.00	110,100.00	15,000.00	70,400.00	142,157.00	140,000.00	50,000.00	210,000.00

NOTICE IS HEREBY GIVEN: That the Board of County Commissioners, Codington County will meet in the Courthouse at Watertown, South Dakota, on Tuesday, September 3rd, 2024 at 9:00 AM for the purpose of considering the foregoing Provisional Budget for the year 2025 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 24th day of September, 2024. 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.

Brenda Hanjen
Codington County Auditor

Codington 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



Banner Associates, Inc.
803 South Dakota St
Milbank, SD 57252
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

August 15, 2024

Rick Hartley
Codington County Highway Superintendent
1201 10th Street NW
Watertown, SD 57201

Re: Letter of Contract - Engineering Services for:
Structure No. 15-178-160 Right-of-Way

X:\Files\Proposals\FY 2024\FY 2024 Non RFP Proposals\161 August - Codington Bridge 15-178-160 Easements\2024-08-15 Codington Co 15-178-160 ROW Banner Contract.docx

Dear Mr. Hartley:

Banner Associates, Inc. ("Banner") is pleased to submit this Letter of Contract for Engineering Services for Structure No. 15-178-160 Right-of-Way located on 14th Avenue NW over the Big Sioux River in Codington County, South Dakota.

Project Understanding:

It is our understanding that Codington County needs to obtain easements for the construction of the bridge noted above.

Engineering Scope of Services:

1. Provide easement documents.
2. Assist in landowner negotiations.
3. Act as the county's representative regarding the easements.



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Exclusions:

Based on our understanding of the project, the following items are excluded from our Engineering Scope of Services:

- Cost of services from businesses other than Banner

Client (County) Obligations:

- Assist in landowner negotiations.
- Costs of services from other businesses (title work, appraisal, attorney, etc.)

Engineering Services Compensation:

We propose to complete the Engineering Scope of Services at an hourly rate including reimbursable expenses for an estimated fee of \$11,000.00.

The proposed fee above is an estimate. The final fee will be based on the actual hours and the actual reimbursable expenses spent on the project.

Any work that falls outside the Engineering Scope of Services will be billed separately based on our hourly rates in accordance with the attached Schedule of Labor Rates and Expenses.

Time Schedule of Work:

The bid letting date for this bridge project is anticipated in the summer of 2025. The easements are needed before the bridge project can be advertised for bidding. We anticipate effectively assisting the county in obtaining easements by the spring of 2025, pending the cooperation of the landowners.

Banner's schedule will be influenced by the following:

- The landowner negotiation process.




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This Letter of Contract incorporates and includes Banner’s Schedule of Labor Rates and Expenses and General Conditions.

If you have any questions regarding this contract, please do not hesitate to contact me.

Sincerely,


Mark Junker, PE
Project Manager
Banner Associates, Inc.


Gregg Jorgenson, PE
Sr. Vice President
Banner Associates, Inc.

Enclosures:

- 1. Schedule of Labor Rates and Expenses
- 2. General Conditions

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2024

Client - Codington County Commission

GENERAL CONDITIONS

Agreement. The entire Agreement between the Client and Banner shall consist of the Letter of Contract, the Schedule of Labor Rates and Expenses and these General Conditions ("Agreement"). The Agreement represents the entire, integrated Agreement and supersedes all other negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written agreement of the Parties. Banner's services are limited to those specifically identified in the Agreement.

Authorization to Proceed. Execution of this Agreement by the Client will be authorization for Banner to proceed with the Services, unless otherwise provided in the Agreement.

Cost Opinions. Any opinion of cost provided by Banner will be on a basis of experience and judgment, but, since construction costs are dependent upon many market and other conditions over which Banner has no control, Banner shall not be responsible for variations between actual costs and any opinion of cost.

Standard of Care. In the performance of its professional services, Banner will use that degree of care and skill ordinarily exercised by similarly situated professionals under like and similar circumstances. No express or implied warranties are applicable to, or provided with, any of Banner's services

Payment. Monthly invoices will include charges incurred during the preceding month. Payment of the invoice is due within thirty (30) days following the date of the invoice. A charge of one and one-half percent (1 1/2%) per month, or the maximum legal rate for commercial accounts, whichever is less, will be charged for late payment. Client shall be responsible for reimbursing Banner for all costs incurred in collecting delinquent amounts owed by Client.

Termination. This Agreement may be terminated for convenience upon 30 days' written notice, or for cause, if either party fails to substantially perform as required under the Agreement through no fault of the other party and does not commence to diligently correct such nonperformance within 5 days of receipt of written notice. Upon termination, Banner will be paid for all services authorized and performed up to the termination date plus reasonable termination expenses incurred by Banner as a result of the termination.. This Agreement will otherwise terminate upon completion of all applicable requirements of the Agreement. The Indemnity and Limitation of Liability Provision shall survive any termination of this Agreement.

Indemnity and Limitation of Liability. The Client agrees to defend, indemnify and hold Banner and its professionals, officers, employees representatives and agents harmless from and against all claims, costs, expenses (including attorney's fees and expenses) asserted against Banner in connection with the Project, including, but not limited to claims involving hazardous substances, except to the extent caused by the sole negligence of Banner. Banner's liability to the Client for losses, damages or injuries arising out of the performance of Banner's services or the Project will be limited to a sum not to exceed the greater of \$50,000 or Banner's fee (to a maximum of \$1,000,000 or the amount of any insurance available to cover such liability if less than \$1,000,000).

Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Hazardous Substances. Unless specifically stated in this Agreement, Banner shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site

Interpretation. This Agreement and any claims or disputes arising out of, or relating to, the Agreement shall be governed by the laws of the State of South Dakota, other than any choice of law provisions under South Dakota law.

No Third Party Beneficiaries. This Agreement is for the sole benefit of Client and Banner and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party against either Client or Banner.

Responsibility for Construction. The Client agrees that in accordance with generally accepted construction industry standards, Banner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since they are solely the responsibility of the contractor, and Banner shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, including, but not limited to the contractor's failure to perform its work in accordance with industry standards and the requirements of any plans and specifications.

SEASONAL MEMORIAL PARK CAMPGROUND MANAGEMENT SERVICES AGREEMENT

This Agreement is made by and between **CODINGTON COUNTY, STATE OF SOUTH DAKOTA**, with its principal business location being 14 1st Ave SE, First Floor 109, Watertown, SD 57201 (hereinafter "*Client*") AND **GAIL AND SCOTT WAHL**, with an address of 1200 North Lake Dr, Watertown, SD 57201 (hereinafter "*Manager*").

IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. ***Work to Be Performed.*** The Client desires that the Manager perform, and the Manager agrees to perform, the following work:

- A. Manager shall conduct his/herself at all times and in all matters in accordance with the standards acceptable to state and federal laws, city ordinances, and county guidelines, including the Codington County Policy Manual.
- B. The manager shall operate the Memorial Park Campground from April 1, 2025, to September 30, 2025, by providing the following services:
 1. Inspect campground and park facilities to ensure proper care and maintenance of property and make recommendations regarding needed improvements or measures necessary to protect the natural environment.
 2. Take reservations and manage the campground reservation system. Ensure that campers comply with campground rules. Recommend changes to campground rules as needed to county facilities manager.
 3. Take and manage reservations for park picnic shelters and community buildings. Ensure that users of these facilities understand and comply with rules for these facilities. Recommend changes to facility usage rules as needed to county facilities manager.
 4. Provide indirect supervision for Memorial Park Seasonal Campground Maintenance staff and direct daily cleaning and maintenance activities as needed.
 5. Operate the campground convenience store and arcade.
 6. Sell firewood to campers on behalf of the county. Firewood is the property of the county and proceeds from firewood shall be submitted to the County Treasurer.
 7. Maintain office hours necessary to adequately serve campground customers.
 8. Maintain cleanliness in all campground facilities. Order cleaning supplies through the county facilities manager.
 9. Maintain the cleanliness and conduct routine occupant maintenance of the campground manager's living quarters.

10. Submit work orders for necessary repairs and maintenance to park buildings/facilities through the facilities manager.
11. Work directly with law enforcement to control crime and vandalism.
12. Keep all necessary financial records, prepare written reports, cost estimates, and other financial information. Provide the County Treasurer with accounting records as required.
13. Attend meetings as required by the county or the Facilities Manager.
14. On an as needed basis during the off season, manage the reservation system, monitor the condition of park facilities.

2. **Client Responsibilities.** The Manager desires that the Client perform, and the Client agrees to perform, the following work:

- A. Encourage the public to use the Campground for recreational purposes.
- B. Maintain and repair campground facilities.
- C. Keep and maintain the park grounds not associated with the campground.
- D. Mow all grass areas.

3. **Terms of Payment.** Client shall pay the Manager a total of _____ for the terms of the contract. Payment will be issued in six (6) equal installments of _____ each in April, May, June, July, August, and September.

4. **Additional Terms of Compensation.**

A. CONVENIENCE STORE:

Manager has exclusive rights to operate the convenience store, and arcade (not firewood sales) and keep profits generated thereby. Manager shall post hours of operation and operate these operations for the convenience of campground and park users. All vending rates and prices are subject to review and approval by the county. Vending rates and prices, which are reasonable and customary for operation of similar type and scope in South Dakota, shall be approved.

B. OTHER VENTURES:

Manager shall submit to the county, a business plan for any other business venture he plans to operate on the park property, for their approval, prior to beginning said business venture.

C. HOUSING:

- a. The Manager shall have use of the campground manager's living quarters, to include water, electricity, and heating during the entire year without charge and as part of the compensation package to the manager.

- b. The Manager's occupancy of these quarters shall comply with county campground and other applicable policies and other provisions noted in this contract. The Manager shall be allowed to reside in the campground manager's quarters until the park closes for the season.
- c. The Manager is responsible for care and routine maintenance of the living quarters. The Manager must obtain prior approval through the facility manager and County Commissioners for any modifications or improvements to the living quarters.
- d. The Manager may NOT sublease the living quarters.
- e. The residence will be inspected for hazards, safety issues or excessive damage by the Codington County Facilities Manager or his designee prior to termination of the contract with the manager. This is to protect both the Manager and the property belonging to the Client.
- f. Manager's office and living quarters, will be a smoke free environment, pursuant to Personnel Policy 3.5, in the Codington County Personnel manual.
- g. No pets will be allowed in the Manager's office or living quarters without the written consent of the Codington County Board of Commissioners.

D. VACATIONS:

Since the manager is employed on a seasonal basis, they shall not be entitled to time off other than normal time off from April 1st through September 30th as agreed upon by the Manager and the Client.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this ____ DAY OF SEPTEMBER 2024.

CODINGTON COUNTY

By: _____ Date _____

SCOTT WAHL, PARK MANAGER

By: *Scott Wahl* Date *8/28/24*

GAIL WAHL, PARK MANAGER

By: *Gail Wahl* Date *8/28/24*

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department WNV

Name of traveling employee _____

Employee title _____ Employee status exempt ___ nonexempt X

Purpose of travel Conference

Method of transportation County 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.) fuel

Lodging expense _____

Meals \$ _____ Registration \$0 _____

Other costs _____

Overtime costs involved in the requested travel _____

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

Yes X 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 Community Services

Name of traveling employee _____

Employee title _____ Employee status exempt _____ nonexempt X

Purpose of travel Beyond Idea Grant Recipient Convening

Method of transportation 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.) \$252 mileage

Lodging expense \$120

Meals \$60.00 maximum Registration 50

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 X 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 Community Services

Name of traveling employee _____

Employee title Community Services Employee status exempt _____
nonexempt

Purpose of travel South Dakota Housing Authority meeting.

Method of transportation Private Car

Destination _____

Departure date and time _____ Destination arrival date and time _____
12:30pm.

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

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) \$255 mileage

Lodging expense \$120

Meals 54.00 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 No _____ If no, why _____

Is this travel a budgeted item? Yes No

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____