

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 06, 2025

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 06, 2025, agenda
5. Action to approve the April 22, 2025, minutes of the Board of Codington County Commissioners
6. Opening of bids for 2025 County Road 20 Asphalt Surfacing project; and possible action to award bids
7. Monthly Reports
 - a. Veterans Service Officer
8. Action to declare used Highway supplies and trucks surplus
9. Action to approve Emergency Management office to apply for Pre Disaster Mitigation Plan update under the Hazard Mitigation Grant Program DR-4807
10. Discussion/possible approval of LATC CHW student job shadowing in the Community Services office
11. Action to approve annual Malt Beverage license application renewals
12. Action to approve out of County inmate contract with Walworth County
13. Note payments for nameplate capacity and production tax for three wind energy projects
14. Action to approve abatement applications
15. Action to approve claims for payment
16. Action to approve automatic budget supplements
17. Action to approve personnel changes
18. Action to approve travel requests
19. Public Notices – a possible quorum of Commissioners could be in attendance at:
20. Old Business
21. New Business
22. Open
 - a. Public Comments
 - b. Commission Comments
23. 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)**

24. 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**

April 22, 2025

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, April 22, 2025, at the Codington County Court House. Commission members present were: Lee Gabel, Tyler McElhany, Myron Johnson, Troy VanDusen and Randall Schweer. Chair VanDusen, presiding. The pledge of allegiance was led by Auditor, Brenda Hanten.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair VanDusen 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 Schweer, second by Gabel, to approve the agenda for April 22, 2025, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Schweer, to approve the minutes of April 15, 2025; all voted aye; motion carried.

2025 BOARD OF EQUALIZATION MINUTES

Motion by Johnson, second by Schweer, to approve the minutes of the 2025 County Board of Equalization and the 2025 Consolidated Board of Equalization; all voted aye; motion carried.

ADDITIONAL RAIF FUNDING FOR RAUVILLE TOWNSHIP

Rauville Township Board members, Scott Lentz, Supervisor and Bret Henricks, Chairman, appeared before the Board to request additional RAIF funding from the original amount of \$100,000.00 that was approved at the January 14, 2025 Board meeting which the cost share of 80% RAIF funding was \$80,000.00. They are requesting an additional \$52,000.00 from RAIF funding, which would be 80% RAIF funding and Rauville Township covering 20%, due to the increased cost of the culverts and the extra gravel that will be needed; Motion by McElhany, second by Schweer, to approve the additional amount of \$52,000.00, of which RAIF funding will cover 80% - \$41,600.00 and Rauville Township will cover 20% - \$10,400.00 for the total amount of \$52,000.00 requested; all voted aye; motion carried.

MONTHLY REPORTS

Emergency Management Director, Andrew Delgado, updated the Board: hosted the Lake Area Radio Club for their March meeting, discussion on Field Day and photos and turned in credentialing Cards, to man a lark radio during a severe weather incident; completed two of three quarterly reports for HMEP grants; hosted two weather spotter training classes with 57 attendees over two sessions, DJ, Search and Rescue Commander and myself attended a Basic Inland Search and Rescue Course with instructors being from the Air Force Rescue Coordination Center, Custer Search and Rescue team took us out on a mapping mission using their drone on some of the different terrain, had a policy meeting for Search and Rescue and starting to look at the policies that are in place to update and expand them with eight policies for the board to review for adoption. **Sheriff, Brad Howell**, provided the Board with the following statistics, compiled from activity in the month of March 2025, for the Detention Center and Sheriff's Office: office fees were collected in the amount of \$14,889.59, and were retained by the County;

Commissary items sold in the amount of \$3,079.65 with a commission fee to the County in the amount of \$3,114.70; 515 cases/calls for service; 12 accident reports were completed; 77 warrants served; 205 sets of civil papers served; 3,764 transport miles; average daily inmate population 50.42 (high ADP 58 and low ADP 43); 17 individuals wearing SCRAM (security continuous remote alcohol monitor) bracelets; 12 individuals using remote breathalyzers; 42 individuals testing twice daily PBT'S; 48 individuals reporting twice weekly for UA Drug testing; 1 individuals wearing a sweat patch; 187 bookings; \$5,810.00 collected in fees for out of county prisoner contracts; \$3,380.00 collected in work release fees; \$7,447.00 collected in fees for the 24/7 program; and 3,805.00 collected in SCRAM fees; hosting a chaplains training course with 55 people signed up to attend; completed the pressure point control tactics, taser training and simulator training, firearms training coming soon; jail design meetings continue.

SHERIFF'S OFFICE PATROL VEHICLES

Motion by Gabel, second by McElhany, to authorize Sheriff, Brad Howell, to order two 2025 Dodge Durango Pursuit Vehicles, as budgeted in 2025, from Watertown Chrysler, at a cost of \$41,231 each; all voted aye; motion carried. Sheriff Howell noted he compared this price to the state bid which is 700 and some cheaper per vehicle plus save the cost of transporting them and need to be finalized by May 1, 2025.

XP ALL-PURPOSE CLEANER

Motion by McElhany, second by Schweer, to approve a quote for an XL All Purpose Cleaner, in the amount of \$4,361.87, from Cole Papers, Inc., to replace a current cleaning system for cleaning cells, the current equipment is outdated and are starting to have issues with it and can't get parts for it, it is a budgeted item for 2025; all voted aye; motion carried.

UJS COURT SECURITY GRANT

Motion by Johnson, second by McElhany, to authorize Facility Manager, Steve Molengraaf, to apply for UJS Court Security Grant, in the amount of up to \$10,000 to upgrade cameras in the courthouse; all voted aye; motion carried.

TREASURER'S OFFICE CLOSURE TO PUBLIC AT 4:00 P.M.

Motion by McElhany, second by Gabel, to extend closing the Treasurer's Office to the public at 4:00 p.m. until May 31st, 2025 as requested by Treasurer, Carol Maloney, the office will be open to the public M-F from 8:00 a.m. until 4:00 p.m., all voted aye; motion carried.

NOTE NO BOARD MEETING

Due to previously adopted policy the Board will not meet Tuesday, April 29th, 2025.

BOARD MEMBER EXCUSED FROM MEETING

Commissioner McElhany was excused from the meeting at 9:30 a.m.

NEW BUSINESS

Commissioner Gabel mentioned that working with the City of Watertown the building permit fees were reduced to \$10,000 opposed to \$140,000 if it were the full price of the building, appreciate the cooperation working with the City on this, attended a digital summit in Pierre.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Gabel, to adjourn at 9:35 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 \$ _____

ITEMS TO BE DECLARED SURPLUS

Trucks To be declared surplus

TR-29

2010 International 7600 Workstar dump truck

Vin# 1HTWXSJT1AJ286966

TR-31

2010 International 7600 Workstar dump truck

Vin# 1HTWXSJT1AJ286967

Concrete Decking and Culvert sections to be declared surplus

These are old used damaged sections to be donated to the Watertown Fire Department for setting up training scenarios.

The fire department will be responsible for cutting and moving these pieces with the help of LATC students from the Heavy Equipment program.

Items are as follows:

(2) 8' x 7' culvert sections

(6) 24" culvert sections of various lengths

(2) 60' sections of bridge decking

**AGREEMENT TO HOUSE ADULT PRISONERS
AT THE CODINGTON COUNTY DETENTION CENTER**

THIS AGREEMENT, Made and entered into this ___24th___ day of ___March___ , 20_25_, by and between the County of Codington, State of South Dakota (hereinafter referred to as "Codington County"), and the County of WALWORTH, State of South Dakota (hereinafter referred to as "Contracting County").

WHEREAS, The Codington County Sheriff's Office operates the Codington County Detention Center (hereinafter referred to as "Detention Center") for adult prisoners placed in detention; and

WHEREAS, Contracting County desires to house and maintain its adult prisoners and detainees at the Detention Center; and

WHEREAS, Codington County and Contracting County desire to enter into an Agreement whereby Contracting County's detainees are housed and maintained at the Detention Center pursuant to SDCL 24-11;

NOW, THEREFORE, Codington County and Contracting County, by and through their respective County Commissioners, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I.

That Codington County agrees to receive, house, and maintain the adult prisoners of Contracting County pursuant to the terms of this Agreement.

II.

That, in consideration therefor, Contracting County agrees to pay to Codington County the sum of One Hundred and Thirty Dollars (\$130.00) for each day that Codington County houses and maintains an adult prisoner for Contracting County.

III.

That Contracting County agrees to pay Codington County the sum of One Hundred and Thirty Dollars (\$130.00) per day for each and every day or partial day a prisoner of Contracting County is incarcerated and housed in the Detention Center. Contracting County may not be billed for two (2) days when a prisoner is admitted to the Detention Center after the hour of noon on one day and released before noon the following day. Codington County may bill for the day of admission or the day of release, but not both. Payment by Contracting County shall be made on a monthly basis.

IV.

That Codington County understands and agrees that it will provide medical and dental care for detainees of Contracting County, provided, however, that Contracting County agrees to pay directly to the provider the entire expense of all medical or dental care, including, but not limited to, transportation to and from medical and dental facilities, hospital expenses, drug expenses, physician fees, and any other necessary and proper expenses arising out of required medical or dental care. Contracting County further understands and agrees that the determination as to whether or not medical and dental care is necessary is left to the sole discretion of the Codington County Sheriff's Office. At the request of Contracting County, Codington County will transport detainees of Contracting County to medical or dental appointments. Contracting County agrees to pay Codington County a fee of One Hundred and Fifty and No/100 Dollars (\$150.00) per hour, with a minimum one-hour charge, for this service.

V.

That Contracting County herein agrees to assume all responsibility for transporting prisoners to the Detention Center as its expense and to provide transportation for prisoners to and from Court at its expense. At the request of Contracting County, Codington County will transport detainees of Contracting County to Court appearances in Codington County. Contracting County agrees to pay Codington County a fee of One Hundred and Fifty and No/100 Dollars (\$150.00) per hour, with a minimum one-hour charge, for this service. Contracting County further agrees to assume responsibility for making suitable arrangements for bond or release from the Detention Center of those prisoners of Contracting County held by Codington County. Contracting County further agrees and understands that it is the responsibility of Contracting County to know when its prisoners held in the Detention Center are to be in Court.

VI.

That Contracting County herein further agrees that all detainees of Contracting County housed in the Detention Center are subject to the Policy and Procedures Manual of Codington County and any and all State standards that may be forthcoming from the South Dakota legislature or other authorized committee or agency of the State of South Dakota.

VII.

That Contracting County herein further agrees and understands that Codington County can house a limited number of prisoners. Codington County reserves the right to make the sole determination of whether or not there is space available at the Detention Center. Contracting County further agrees that if Codington County does not have space available for prisoners of Contracting County, it will be the responsibility of Contracting County to notify the sentencing Court to make whatever arrangements are necessary to insure compliance with the Court Order, or arrange other facilities.

VIII.

Within 24 hours after notice has been received, Contracting County agrees to remove any inmate housed for their county in the Detention Center that the Codington County Sheriff believes cannot be safely held in the Detention Center due to the inmate's mental or physical condition or any inmate who may pose a security risk for the Detention Center or its employees.

IX.

That Contracting County fully agrees and understands that Codington County may refuse to take any detainee of Contracting County at the sole discretion of Codington County.

X.

That Contracting County agrees to indemnify Codington County and hold Codington County harmless from all claims, demands, or judgments against Codington County by detainees held for Contracting County for all claims, demands, or judgments for allegations of, but not limited to, the following: false arrest, false detention, inadequate facilities or any civil rights violation. Contracting County also agrees to pay all legal costs in defense of Codington County as a result of litigation against Codington County by detainees of Contracting County for the above claims, demands or judgments.

Codington County agrees to assume all liability for any claims resulting from negligent hiring or personnel, or negligence of any of its employees in the care for detainees of Contracting County and shall hold Contracting County harmless thereon.

XI.

That the parties to this agreement herein fully agree that Codington County may cancel this agreement by giving thirty (30) days notice to the Auditor of Contracting County. Said notice shall be sent by certified or registered mail. Contracting County herein agrees it shall have no claim or claims of any kind or nature against Codington County for Codington County's cancellation of this agreement. Contracting County further agrees that should Codington County decide by action of the County Commissioners of Codington County to alter terms and conditions of this agreement, including the cost of housing prisoners, that said alterations or changes shall be made known to Contracting County by certified or registered mail to the County Auditor of Contracting County. Contracting County herein agrees and understands that said alteration or change in this written contract shall commence and take full force and effect thirty (30) days after notice is received by Contracting County unless other agreement is reached between the parties to this agreement.

XII.

That the parties to this agreement specifically agree that any and all changes in this agreement shall be made in writing and attached to the master copy of this agreement which shall be held by Codington County at the County Auditor's office. The parties to this agreement do further agree that

this agreement constitutes the complete understanding and agreement of the parties hereto, and that no other oral agreements have been made that are binding upon the parties hereto.

XIII.

That Contracting County herein agrees to provide copies of the necessary authorization to hold a detainee. The authority to hold shall be an order of the Court, together with the signature of the officer delivering said detainee of a form entitled Custody Authorization. Said paperwork is the consent of Contracting County for Codington County to bill Contracting County under the terms and conditions of this agreement and subjects both parties to any other terms and conditions of this agreement, State law, Policy Manual, or future addendum or modification of this agreement.

Codington County reserves the right to reject any detainee delivered without adequate authorization from Contracting County.

Dated this _____ day of _____, 20__.

CODINGTON COUNTY

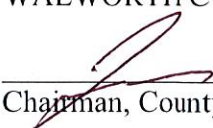
Chairman, County Commission

ATTEST:

County Auditor

Dated this 22 day of April, 2025.

WALWORTH COUNTY



Chairman, County Commission

ATTEST:



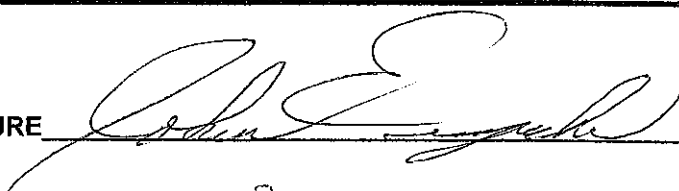
County Auditor

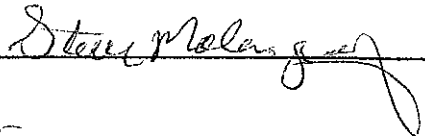


FILED

APR 22 2025

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME John Engels		DATE 4/22/2025
EFFECTIVE DATE 4/28/2025	POSITION TITLE Seasonal Assistant Weed Supervisor	DEPARTMENT Weed
CURRENT STEP	NEW STEP DD 3	
CURRENT PAY RATE	NEW PAY RATE \$24.65	
REASONS FOR CHANGE Rehire		

EMPLOYEE SIGNATURE 

DEPARTMENT HEAD SIGNATURE 

DATE 4-22-25

COUNTY COMMISSIONERS _____

DATE _____

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

FILED

MAY 01 2025

CODINGTON COUNTY / AUDITOR

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME Jeff Riley	DATE 5/6/2025	
EFFECTIVE DATE 5/6/2025	POSITION TITLE Seasonal	DEPARTMENT Hwy Dept
CURRENT STEP N/A	NEW STEP 1	
CURRENT PAY RATE \$16.74	NEW PAY RATE \$17.41	
REASONS FOR CHANGE Step Raise 2025		

EMPLOYEE SIGNATURE _____

DEPARTMENT HEAD SIGNATURE *Randy Talley*

DATE 5-6-2025

COUNTY COMMISSIONERS _____

DATE _____

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