

July 24, 2018

CALL TO ORDER

Chairperson Bode called the regular meeting of the Davison County Board of Commissioners to order at 9:00 a.m. All members of the Board were present. Also present was Auditor Kiepke.

PLEDGE

The Pledge of Allegiance was led by Chairperson Bode.

APPROVE MINUTES

Motion by Kiner, second by Claggett to approve the minutes from the July 17, 2018 meeting. All members voted aye. Motion carried.

INTO EXECUTIVE SESSION

At 9:21 a.m., as per the request of Physical Plant Manager Ruml, motion by Reider, second by Weitala to discuss personnel as per SDCL 1-25-2. All members voted aye. Motion carried.

OUT OF EXECUTIVE SESSION

At 10:50 a.m., motion by Kiner, second by Claggett to move out of executive session. All members voted aye. Motion carried.

REVIEW OF 2019 BUDGET REQUESTS

The commissioners continued their review of the 2019 budget requests.

INTO EXECUTIVE SESSION

At 11:05 a.m., as per the request of Deputy States Attorney Taylor, motion by Claggett, second by Weitala to discuss litigation as per SDCL 1-25-2. All members voted aye. Motion carried.

OUT OF EXECUTIVE SESSION

At 11:25 a.m., motion by Weitala, second by Claggett to move out of executive session. All members voted aye. Motion carried.

ACKNOWLEDGE COMPLAINT AND REJECT MEDIATION OFFER

Motion by Reider, second by Weitala to acknowledge a complaint filed against Davison County, with the SD Division of Human Rights and the EEOC, by Jessica Davidson and to decline an offer for mediation. All members voted aye. Motion carried.

EXCUSE COMMISSIONER

At 11:55 a.m., chairperson Bode dismissed commissioner Weitala from the remainder of the meeting, per Weitala's request.

At 12:08 p.m., chairperson Bode dismissed commissioner Reider from the remainder of the meeting, per Reider's request.

APPROVE BILLS

Motion by Claggett, second by Kiner to approve the following bills for payment. All members present voted aye. Motion carried.

GENERAL FUND:

ELECT: Supplies/Bureau of Administration-12.38, Election Systems & Software-434.85; **JUD:** Prof Fees/Stephanie Moen & Assoc-70.20, Law Library/West Payment Center-154.19; **AUD:** Supplies/Microfilm Imaging Sys-290.88, West Payment Center-27.84; **TREAS:** Supplies/McLeod's Printing-47.14; **STATES ATTY:** Prof Fees/Computer Forensic-740.00, The UPS Store-16.83, Medical Prof Fees/Avera Queen of Peace-1,218.34, Repairs & Maint/A & B Business Solutions-43.05, Dakota Data Shred-46.50, Books/West Payment Center-424.80; **CRT APPTED ATTY:** Crt Appted Atty/Larson and Nipe-954.50, Douglas Papendick-413.60, Tinan & Smith-1,235.85, Melanie Vanderpol-Bailey-500.00; **ABUSED & NEG CHILD:** Tinan & Smith-1,299.57; **PUB SFTY BLDG:** Repairs/Campbell Supply Co-73.15, Mitchell Iron & Suppy-12.34, Water & Sewer/City of Mitchell-994.30, Phone/Verizon Wireless-11.52; **CRTHOUSE:** Repairs & Maint/Campbell Supply Co-7.99, Gas & Electric/Northwestern Energy-3,407.70; **DOE:** Travel & Conf/Alex Johnson Hotel-998.70, Utilities/Verizon Wireless-36.83; **ROD:** Utilities/Bureau of Administration-12.37; **NORTH OFF:** Gas & Electric/Northwestern Energy-1,158.99, Water & Sewer/City of Mitchell-36.00, Buildings/Muth Electric-490.00, Minor Equipment/Campbell Supply Co-10.99; **VETERAN'S:** Supplies/McLeod's Printing-59.00; **CO COORD:** Postage/Qualified Presort-512.69, Postage Meter Fees/Quality Presort-161.49, Copy Mach Maint/A & B Business Solutions-39.14, Elite Business Systems-67.30; **SHERIFF:** Repairs Patrol Car/Big E Auto-1,444.90, Office Supplies/West Payment Center-27.84, Cellular Service/Verizon Wireless-588.55, Minor Equip/Jack's Uniforms-67.94; **JAIL:** Medicine/Physicians Lab-38.87, Uniforms/Jack's Uniforms-169.79, Contracts/Greenwood Cleaning-550.00, Inmate Services/Swanson Services-2.84; **MENTALLY HADICAPPED:** Mentally HDCP/Dakotabilities-540.00; **MENTAL ILL:** Committals/Patrick Kiner-376.00, Hearings/Avera Mckennan Hosp-699.50, Mark Katterhagen-15.00, Lincoln County Treasurer-45.00, Darcy Lockwood-15.00, Lucy M Lewno-116.47, Gary Mikelson-50.00; **FAIRGRND:** Repairs & Maint/Campbell Supply Co-18.37, Menards-19.47, Supplies/Menards-29.42, Phones/Verizon Wireless-59.13; **CO EXTENSION:** Postage/Qualified Presort-16.50, Utilities/Centurylink-98.46; **WEED:** Travel & Conf/Pizza Ranch-73.52, Utilities/Verizon Wireless-56.75; **HIWAY:** Prof Fees/Avera Occupational-52.50, Repairs & Maint/Farmers Alliance-215.00, Graham Tire Co-850.00, Supplies & Materials/Fastenal-482.19, Utilities/Northwestern Energy-593.71, Verizon Wireless-95.84; **EM MGT:** Supplies/Dept of Motor Vehicles-24.20, Utilities/Centurylink-26.82, City of Mitchell-8.00, Northwestern Energy-106.28, Verizon Wireless-(64.33), EM Accuml/Sign Pro-85.00, Verizon Wireless-104.78; **M&P:** M&P/SDACO M&P-504.00.

SIGN LEASE AGREEMENT

Motion by Kiner, second by Claggett to authorize chairperson to sign a lease agreement between Davison County and SD Department of Game, Fish and Parks for a term of five (5) years for office space of approximately 894 square feet located at 3200 W. Havens, Mitchell, SD. The lease will commence August 1st, 2018 and end July 31st, 2023. Rent will be \$10.50 per square foot per year. The lease, in its entirety may be found on file in the Davison County Auditor's office. All members present voted aye. Motion carried.

ADOPT SITE ANALYSIS RESOLUTION

Motion by Claggett, second by Kiner to adopt the following resolution between the SD Department of Agriculture and Davison County regarding the County Site Analysis Program. A roll call vote was taken as follows. Claggett – aye, Kiner – aye, Bode – aye, Weitala – absent, Reider – absent. Motion carried.

**DAVISON COUNTY RESOLUTION #072418-01
SOUTH DAKOTA DEPARTMENT OF AGRICULTURE
AND DAVISON COUNTY, SOUTH DAKOTA**

This agreement (Agreement) is entered into between the South Dakota Department of Agriculture (SDDA) and the county of Davison (County).

WHEREAS, SDDA administers the County Site Analysis Program (CSAP) for the County which was designed as a service for interested counties in which GIS data is used to identify potential sites that could fit various ag related development projects; and

WHEREAS, County passed its Resolution to request that SDDA complete the study on July 24, 2018; and

WHEREAS, SDDA and County believe it is an efficient use of resources to enter into this Agreement for the development and promotion of agriculture in South Dakota, and that such Agreement is in their mutual benefit:

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

SDDA Responsibilities

- A. SDDA agrees to present to County the data compiled as a result of the CSAP study.
- B. SDDA agrees to provide County designee access to the confidential County data in a timely manner.
- C. SDDA agrees to support county in agricultural development projects and to assist with any technical assistance regarding the CSAP website and data.

County Responsibilities

- A. County has designated Jeff Bathke as the County designee for the CSAP program and will notify SDDA within seven (7) days of any changes to this designee.
- B. County agrees to provide minutes of the county meeting designating their County designee for the CSAP data.
- C. County agrees to hold all data within the CSAP as confidential; specifically, the sites identified and the landowner information.
- D. County agrees that all reports, recommendations, documents, drawings, plans, specifications, technical data and information, or other products produced as a result of the CSAP are the sole property of SDDA.

Alteration and Oral Agreements

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized representatives of both parties. No oral understanding or agreement not incorporated herein may be binding on any of the parties hereto. Terms expressly stated within this Agreement constitute the entire agreement between SDDA and the County.

Duration of Agreement

This Agreement shall be in effect from the date of Execution to June 30, 2019. This Agreement is automatically renewed at the end of each fiscal year unless either party provides written notice of termination at any time.

Termination

This Agreement may be terminated by either party at any time with written notice.

Venue and Jurisdiction

This agreement shall be governed and construed in accordance with the laws of the state of South Dakota. Venue for any dispute will be in Hughes County, South Dakota.

Authorized Representatives

Contacts between the parties regarding this Agreement, including agreement amendments, renewals and dispute resolutions are to be made with the authorized representative for each of the parties. The authorized representative for the County is the Planning & Zoning Director. The authorized representative for SDDA is the Director of the Agricultural Development Division.

IN WITNESS HERETO, the parties signify their Agreement by signatures affixed below:

Executed this 24th day of July, 2018.

Director of Agricultural Development, SDDA

Chairperson, Board of Commissioners

Printed Name

Printed Name

APPROVE AUTOMATIC SUPPLEMENT

Motion by Kiner, second by Claggett to approve an automatic supplement to the Courthouse repair line item 4250/161 in the amount of \$49.76 received from Claims Associates, Inc. for a rock chip repair. All members present voted aye. Motion carried.

DENY WELFARE CLAIMS

As per the recommendation of Welfare Director Grissom, motion by Claggett, second by Kiner to deny welfare claim #180947 pursuant to SDCL 28-13-33 prior approval required for non-emergency admissions. All members present voted aye. Motion carried.

ADJOURN

At 12:25 p.m., Chairperson Bode adjourned the meeting and set the next regular Board of Commissioners meeting for July 31st, 2018, at 9:00 a.m.

ATTEST

Susan Kiepke, Auditor

Brenda Bode, Chairperson

Publish Once
Approximate Cost