

July 2, 2024

CALL TO ORDER

Chairperson Reider 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 Reider.

APPROVE AGENDA

Motion by Claggett, second by Kiner to approve the agenda for the July 2, 2024, meeting. All members voted aye. Motion carried.

APPROVE MINUTES

Motion by Blaalid, second by Claggett to approve the minutes of the June 25, 2024, meeting. All members voted aye. Motion carried.

APPROVE NEW HIRE

Motion by Nebelsick, second by Claggett to approve the hire of Nic Brown as a part-time corrections officer, effective July 6, 2024, at a rate of \$21.33 per hour with a \$.50 increase upon successful completion of an introductory period. All members voted aye. Motion carried.

SIGN AMENDMENT NUMBER 1 AGREEMENT NUMBER 717799

Motion by Claggett, second by Kiner to authorize chairperson to sign Amendment Number 1 Agreement Number 717799 between Davison County and the State of South Dakota, Department of Transportation, as can be found on file in the Davison County Auditor's office. All members voted aye. Motion carried.

ADOPT COOPERATIVE GRANT AGREEMENT RESOLUTION

Motion by Claggett, second by Mike to adopt the following Cooperative Grant Agreement resolution between Davison County and High Plains Processing, LLC. A roll call vote was taken as follows. Claggett – aye, Blaalid – aye, Kiner – aye, Nebelsick – aye, Reider – aye. Motion carried.

**RESOLUTION #070224-01
RESOLUTION TO ADOPT
COOPERATIVE GRANT AGREEMENT**

This Cooperative Grant Agreement ("Agreement") is entered into as of July 2, 2024, by and between Davison County, 200 E 4th Avenue, Mitchell, SD 57301 ("County") and High Plains

Processing, LLC, a Delaware Corporation, 100 Caspian Avenue, Volga, SD 57071 ("High Plains"). The County and High Plains are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS the County has the expressed authority pursuant to SDCL §7-8-20(13) to receive and administer grants and enter into agreements for cooperative action; and

WHEREAS, the County has the expressed authority to promote and support economic development; and

WHEREAS, the County entered into an AGRI-BUSINESS GRANT AGREEMENT ("Grant") with the State of South Dakota Department of Transportation (agreement and amendments attached as "Exhibit A") for the purpose of constructing/reconstructing a public highway, including the installation of a northbound right turn lane and the extension of the existing southbound left turn lane as well as intersection modifications at the intersection of 257th Street and SD37, located within Davison County, South Dakota designated as project number: IA 024A PCN 09NM (the "Project");

WHEREAS, the County wishes to utilize the expertise and resources of High Plains to carry out the construction of the improvements as outlined in the Project;

WHEREAS, High Plains has the capability, experience, and resources to undertake the construction of the Project in accordance with the terms of the Grant and applicable laws and regulations;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Scope of Work

1.1. High Plains agrees to construct the Project in accordance with the project plan of the Project and the terms of the Grant ("Scope of Work").

1.2. The construction shall be performed in accordance with all applicable federal, state, and local laws, regulations, and standards, with the exception that High Plains does not need to accept the lowest bidder for the Project.

1.3. High Plains shall complete the Project within the term set forth in the Grant, January 15, 2026, starting from the effective date of this Agreement.

2. Grant Funds and Disbursement

2.1. The County agrees to disburse the Grant funds to High Plains in the total amount set forth in the Grant, subject to the terms and conditions of this Agreement.

2.2. Disbursement Schedule:

Disbursements of payments according to the milestones set forth in Exhibit B.

2.3. High Plains shall submit detailed invoices and progress reports as outlined in Exhibit B to receive subsequent payments.

3. Responsibilities of the County

3.1. The County shall oversee High Plains' compliance with the terms of the Grant and this Agreement.

3.2. The County shall provide necessary support and cooperation to High Plains for the successful completion of the Project.

3.3. The County reserves the right to inspect the Project site and review the work at any time during the construction period.

4. Responsibilities of High Plains

4.1. High Plains shall use the Grant funds solely for the purpose of the Project.

4.2. High Plains shall maintain accurate records of all expenses incurred and provide such records to the County upon request.

4.3. High Plains shall ensure that all subcontractors and suppliers adhere to the terms of this Agreement and applicable laws.

4.4. High Plains shall obtain and maintain all necessary permits, licenses, and insurance required for the construction of the Project.

5. Reporting and Evaluation

5.1. High Plains shall submit monthly progress reports to the County detailing the work completed, funds expended, and any issues or delays encountered.

5.2. Upon completion of the Project, High Plains shall provide a final report summarizing the Project outcomes, financial expenditures, and any deviations from the original plan.

6. Termination

6.1. This Agreement may be terminated by either Party upon 90 days written notice to the other Party.

6.2. In the event of termination, High Plains shall be entitled to payment for work completed up to the date of termination, provided that such work complies with the terms of this Agreement.

7. Indemnification

7.1. High Plains agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any and all claims, liabilities, damages, or expenses arising out of or in connection with High Plains ' performance of this Agreement.

8. Miscellaneous

8.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.

8.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral.

8.3. Amendments: Any amendments to this Agreement must be in writing and signed by both Parties.

8.4. Notices: All notices required or permitted under this Agreement shall be in writing and delivered to the addresses set forth below:

For the County:

200 E 4th Ave
Mitchell, SD 57301

For High Plains Processing, LLC:

41021 257th St,
Mitchell, SD 57301

In Witness Whereof, the Parties hereto have executed this Cooperative Grant Agreement as of the day and year first above written.

DAVISON COUNTY:

By: _____ Name:

Randy Reider

Title: Commission Chairman

HIGH PLAINS PROCESSING, LLC:

By: _____

Name: _____

Title: _____

BEGIN 2025 BUDGET REVIEW

Commissioners began reviewing the 2025 budget.

APPROVE BILLS

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

GENERAL FUND:

COMM: Prof Fees/United States Treasury Dept of the IRS-235.06, Tristar Benefit Admin-534.00, Publishing/Column Software-81.81, Utilities/John Claggett-50.00, Denny Kiner-50.00, Chris Nebelsick-50.00, Randy Reider-50.00; **INS:** General Liability/Claims Associates Inc-5,000.00; **ELECT:** Supplies/First Bankcard-39.76; **JUD:** Interpreter Fees/Devy Alvizures-150.00; **AUD:** ACH Pmt/Cortrust Bank-15.00, Trvl & Conf/Ramkota Hotel-109.00, Utilities/Susan Kiepke-50.00; **TREAS:** Supplies/First Dakota Nat'l Bank-21.00, Passport Postage/First Bankcard-147.75, Utilities/David Beintema-50.00, Tonya Ford-50.00, Minor Equip/First Bankcard-702.89; **ST ATTY:** Diversion Service & Fees/Catherine Buschbach-50.00; **CRT APPTED ATTY:**

Crt Appted Atty/Alvine Law Firm, LLP-759.00, Dailey Law, Prof LLC-1,804.10, Douglas Papendick-333.50, Wantoch Law office PLLC-595.25, Whalen Law Office-4,380.25, Legal Expenses/Heather L Harris-850.00, Public Def Exp/Alvine Law Firm, LLP-120.15, Catastrophic Legal/SD Assoc of Co Commission-1,520.00; **A&N:** Abused & Neglected Child/Dailey Law, Prof LLC-5,806.70; **PUB SFTY BLDG:** Contracts/Automatic Building Controls-300.00, Gas & Electric/Northwestern Energy-4,654.17, Phone/Robert Faas-50.00, Jason Kulm-50.00, George Stahl-50.00; **CRTHOUSE:** Supplies/Menards-96.85, Water & Sewer/City of Mitchell-294.40, Phone/Warren Clark-50.00, Joel Rang-50.00; **DOE:** Supplies/First Bankcard-644.13, Gas/First Bankcard-32.88, Trvl & Conf/First Bankcard-1,179.00, Utilities/Crystal Longhenry-50.00, Jared Olsen-50.00, Carla Wittstruck-50.00; **ROD:** Minor Equip/First Bankcard-47.98; **N. OFC:** Repairs/First Bankcard-16.25, Supplies/First Bankcard-74.31; **VSO:** Utilities/Courtney Ditter-50.00, TJ Thomas-50.00, Timothy Storly-50.00; **CO COORD:** Copy Machine Maint/A & B Business Solutions-36.95; **HR:** Rentals/GFC Leasing WI-53.75, Supplies/First Bankcard-439.15, Trvl & Conf/Ramkota Hotel-212.00, Dues/First Bankcard-463.00; **SHERIFF:** Prof Services/Al's Engraving-27.85, Repairs Patrol Car/First Bankcard-28.60, Ofc Supplies/First Bankcard-211.14, McLeod's Printing-9.99, Gas Patrol Car-First Bankcard-396.09, Cellular Service-Dawn Grissom-50.00, Grace Murphy-50.00, Minor Equip/B&L Communications-74.00; **JAIL:** Ofc Supplies/Ginger Faas-50.00, First Bankcard-289.42, Debbie Vaughn-50.00, Jail Supplies/Bob Barker Co Inc-3,360.85, First Bankcard-319.63, Jones Supplies-586.78, Kitchen Supplies/Jones Supplies-140.58, Uniforms/Al's Engraving-62.65, First Bankcard-8.99, Janelle Phillips-175.00, Contracts/Midwest Fire & Safety-827.03; **WELFARE:** Transients/Mitchell Inn-180.00, Ofc Utilities/Christine Norwick-50.00; **MENT ILL:** Committals/Douglas Papendick-230.00, Hearings/Fox Law Firm, Pllc-510.51, Mark Katterhagen-58.50, Val Larson-58.50, Yankton Sheriff's Office-50.00; **FAIR:** Repairs & Maint/First Bankcard-276.15, Tessier's Inc-921.00, Supplies/First Bankcard-95.88, Menards-26.94, Gas & Electric/Northwestern Energy-1,363.54; **EXTENSION:** Utilities/Northwestern Energy-261.98; **HIWAY:** Utilities/Northwestern Energy-70.90, Jack Sorenson-50.00, Clayton Wells-50.00, Signage & Materials/Newman Traffic Signs-1,541.69; **EMG MGMT:** Vehicle Purchase/Davison County Treasurer-26.70, Supplies/Echo Group Inc-85.97, First Bankcard-1,433.53, Utilities/Jeff Bathke-50.00, Karen Wegleitner-50.00, Emg Accuml/First Bankcard-5.30; **M&P:** Dut to M&P/SDACO M&P-492.00.; **911:** Communications/City of Mitchell Police Dept-17,140.63.

ACKNOWLEDGE VOLUNTEERS

Motion by Kiner, second by Claggett to acknowledge volunteers for the month of July, 2024, with the full list on file in the Davison County Auditor's office. All members voted aye. Motion carried.

APPROVE AUTOMATIC SUPPLEMENTS

Motion by Kiner, second by Blaaid to approve an automatic supplement of \$2,985 received from the State of South Dakota for the POD line item 4290/226. All members voted aye. Motion carried.

Motion by Blaaid, second by Kiner to approve an automatic supplement to the Sheriff's budget Overtime line (4111/211) in the amount of \$2,166.82, Social Security line (4120/211) in the amount of \$165.76 and State Retirement line (4130/211) in the amount of \$173.35 received from the State of South Dakota Highway Safety Overtime Enforcement Grant. All members voted aye. Motion carried.

ADOPT RESOLUTION FOR CONTINGENCY TRANSFER

Motion by Claggett, second by Nebelsick to adopt the following resolution for a contingency transfer. A roll call vote was taken as follows. Nebelsick – aye, Blaaid – aye, Kiner – aye, Claggett – aye, Reider – aye. Motion carried.

RESOLUTION #070224-02 CONTINGENCY TRANSFER

Whereas, SDCL 7-21-32.2 states that no expenditures shall be charged to the line item authorized for by SDCL 7-21-6.1, but such appropriated amount may be transferred, by resolution of the board, to any other appropriation in which insufficient amounts were provided or for items for which no appropriation was provided. When transfers are made from the contingency budget to other appropriations, whose revenue is provided by other than general fund revenues, a transfer of fund balances may be made from the county general fund to such other fund in the amount of the budget transfer.

Now, therefore, be it resolved that the following contingency transfer be made for the 2024 budget year: Transfer from the General Fund Contingency budget line item 112 in the amount of \$1,157.00 to budget line item 4222/111 commissioners/audit line item.

Dated at Mitchell, South Dakota, this 2nd day of July, 2024.

Randy Reider, Chairperson

ATTEST:

Susan Kiepke, Auditor

WEED MOWING PAYMENT

As there was an urgent need to remove weeds from a property located in Davison County and the only person found to be available to help facilitate the removal was Commissioner Nebelsick, motion by Claggett, second by Kiner to pay Commissioner Nebelsick a reasonable and appropriate fee for doing so. Voting aye, Claggett, Kiner, Blaalid, Reider. Abstaining Nebelsick. Motion carried.

ADOPT RESOLUTION TO SET SPECIAL EVENT ALCOHOL/MALT BEVERAGE LICENSE FEES

Motion by Claggett, second by Kiner to adopt the resolution to set special event alcohol/malt beverage license fees. A roll call vote was taken as follows. Kiner – aye, Claggett – aye, Nebelsick – aye, Blaalid – aye, Reider – aye. Motion carried.

RESOLUTION #070224-03 RESOLUTION TO SET SPECIAL EVENT LICENSE FEES

Whereas, SDCL 35-4-124 states that any municipality or county may issue:

- (1) A special malt beverage retailers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4), (6), or (16) in addition to any other licenses held by the special events license applicant;
- (2) A special on-sale wine retailers license in conjunction with a special event within the municipality or county to any civic, charitable, education, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4), (6), or (12) or chapter 35-12 in addition to any other licenses held by the special events license applicant;
- (3) A special on-sale license in conjunction with a special event within the municipality or county to any civic, charitable, education, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4) or (6) in addition to any other licenses held by the special events license applicant; or

(4) A special off-sale package wine dealers license in conjunction with a special event within the municipality or county to any civic, charitable, education, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(3), (5), (12), (17A), or (19) or chapter 35-12 in addition to any other licenses held by the special events license applicant. A special off-sale package wine dealers licensee may only sell wine manufactured by a farm winery that is licensed pursuant to chapter 35-2.

Any license issued pursuant to this section may be issued for a period of time established by the municipality or county. However, no period of time may exceed fifteen consecutive days. No public hearing is required for the issuance of a license pursuant to this section if the person applying for the license in the municipality or county or holds an operating agreement for a municipal on-sale alcoholic beverage license, and the license is to be used in a publicly-owned facility. The local governing body shall establish rules to regulate and restrict the operation of the special license, including rules limiting the number of licenses that may be issued to any person within any calendar year; and

Whereas, SDCL 35-4-125 states that notwithstanding § 35-1-5.5, a municipality or county may allow the sale of alcoholic beverages on public property or property owned by a nonprofit corporation during a special event. Any license issued pursuant to § 35-4-124 shall be issued to the person and the location specified on the application. Notwithstanding § 35-4-2, the governing body of the municipality or the board of county commissioners, as appropriate, shall determine the fee for this submission to the governing body of the municipality or the board of county commissioners. The fee provided for in this section shall be retained by the governing body of the municipality or the board of county commissioners issuing the license.

Now, therefore, be it resolved that Davison County will issue special event malt beverage retailers licenses, on-sale wine retailers licenses, special on-sale licenses, and/or special off-sale package wine dealers licenses in conjunction with a special event within the County, to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed for sale of said beverages; and

Be it further resolved that Davison County will issue the above licenses for discrete twenty-four (24) hour time frames, not to exceed a total of seventy-two (72) hours; and

Be it further resolved that the fee shall be set at \$200.00 per twenty-four (24) hour period for events to be held at the Davison County Fairgrounds; and

Be it further resolved that the fee for an event not held at the Davison County Fairgrounds, which may run for up to seventy-two (72) hours, providing alcohol is only served between the hours of 7:00 a.m. and 2:00 a.m., unless otherwise limited, will be \$200.00.

Dated at Mitchell, South Dakota this 2nd day of July, 2024.

Randy Reider, Chairperson

ATTEST:

Susan Kiepke, Auditor

ADJOURN

At 10:25 a.m., Chairperson Reider adjourned the meeting and set the next regular Board of Commissioners meeting for July 9, 2024, at 9:00 a.m.

ATTEST

Susan Kiepke, Auditor

Randy Reider, Chairperson

Publish Once
Approximate Cost