

**COMMISSIONERS PROCEEDINGS**

**MAY 10, 2022**

Sanborn County Commissioners met in regular session on Tuesday, May 10, 2022, at 9:00 am, with Chairman Jeff Ebersdorfer presiding. Present were Steve Larson, Gary Blindauer, and Rod Weber present. Paul Larson was absent. Auditor Kami Moody was also present. Motion by Blindauer, seconded by Weber, to approve the minutes from April 12 Board of Equalization & Disaster Mitigation meeting, as presented. Motion carried. Motion by Weber, seconded by Blindauer, to approve the minutes from April 19 meeting, as presented. Motion carried.

**CITIZEN INPUT**

No public was in attendance for input.

**HIGHWAY**

Stacy Mendenhall, Highway Superintendent and Sheri Kogel, Highway Secretary met with the board.

AGREEMENT # 2022-10

AN AGREEMENT TO PROVIDE FOR THE STRIPING AND CONTINUING MAINTENANCE OF COUNTY ROADS WITHIN SANBORN 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 SANBORN County, South Dakota, referred to in this Agreement as the "COUNTY."

BACKGROUND:

1. The STATE has allocated Five Hundred Thousand Dollars (\$500,000) to a state-wide county highway striping project, designated as project, designated as project number P 000S(00)232, PCN 07Dn, and referred to in this Agreement as the "PROJECT." STATE funds will pay sixty percent (60%) of the 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; and
2. The COUNTY wants to participate in the PROJECT for the striping of approximately 25.00 miles of COUNTY roads at an estimated cost shown on the attached Schedule A.

THE COUNTY AND THE STATE MUTUALLY AGREE AS FOLLOWS:

A. The STATE will perform the following activities:

1. The STATE will prepare plans, advertise the PROJECT for bids, award a contract to the lowest responsible bidder, and administer construction of the PROJECT.
2. The STATE will bill the COUNTY for the COUNTY'S forty percent (40%) share of the program limit, together with one hundred percent (100%) of any amount over the program limit, as set out in the estimate in the attached Schedule A.

B. The COUNTY will perform the following activities:

1. The COUNTY will sweep roadways to be striped in advance of the contractor's operations.
2. The COUNTY will provide the PROJECT inspection.
3. The COUNTY will insure 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 a 9' steel channel post driven 3.5' to 4' near the right-of-way line with the top 2' painted yellow. If any no passing zone needs to be established or re-established, the COUNTY will do so at the COUNTY'S own expense.

4. The COUNTY will pay actual PROJECT costs upon receipt of billing from the STATE, based on the COUNTY'S forty percent (40%) share of the program limit, together with one hundred percent (100%) of any amount over the program limit, as set out in the estimate in the attached Schedule A.

C. General Conditions:

1. Costs associated with the PROJECT are preliminary engineering, construction engineering, and construction costs.

2. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and will be signed by an authorized representative of each of the parties.

3. The STATE may terminate this Agreement on thirty (30) days' written notice. If the COUNTY breaches any term or condition of this Agreement, the STATE may terminate this Agreement at any time with or without notice.

4. 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 does not appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

5. This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the COUNTY to enter into this Agreement.

6. The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered its County Commission Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the County Commission Chairperson is attached to this Agreement as Exhibit M. The STATE and the COUNTY signify their agreement by signatures affixed below.

Sanborn County South Dakota

By: /s/ Jeff Ebersdorfer

Printed Name: Jeff Ebersdorfer

County Commission Chairperson

Attest:

By: /s/ Kami Moody

Printed Name: Kami Moody

County Auditor

[County Seal]

**AUDRA SCHEEL**

Audra, 4-H Extension Office, was present to give her yearly update. 4-H enrollment numbers continue to be on the rise.

**PENNY FARRIS, DIRECTOR OF EQUALIZATION**

Motion by Weber, second by S. Larson to approve the following resolution 2022-9 for Jeannie Fouberg:

Whereas, it appears that the owner thereof has caused a plat to be made of the following real property: LOTS 1 AND 2 OF FOUBERG'S 2<sup>ND</sup>.

ADDITION, IN THE E1/2 OF THE N1/2 OF THE N1/2 OF THE NE1/4 OF SECTION 26, T107N, R61W OF THE 5TH. P.M., SANBORN COUNTY, SOUTH

DAKOTA, and has submitted such plat to the County Commission of Sanborn County, South Dakota for Approval. Now therefore be it resolved that

such plat has been executed according to the law and same is hereby approved. The County Auditor is hereby authorized and directed to endorse on such plat a copy of this resolution and certify the same.

I, Kami Moody, County Auditor of Sanborn County, South Dakota, do hereby certify that the within and foregoing is a true copy of the resolution passed by the board of County Commissioners of Sanborn County, South Dakota, on this 10th day of May, 2022.

Roll Call Vote for approval of Resolution 2022-9 is as follows: Ebersdorfer, aye; S. Larson, aye; Blindauer, aye; Weber, aye.

**LEON FREDRICHS**

Leon Fredrichs & Mark Snedeker were present to discuss the property that Leon has proposed to vacate a county drain. The drainage ditch that is being proposed to vacate is in Sections 29 & 32 in Silver Creek Township.

**OTHER BUSINESS BROUGHT BEFORE THE BOARD**

Emergency Manager, Josh Starzman was present. Motion by Blindauer, second by Weber to lift the current burn ban at this time. Controlled burns still need to be reported to dispatch before the burn is started. Motion carried.

Drainage Board Minutes from May 4 were reviewed, discussed, and approved.

Planning and Zoning Board Minutes from May 2 were reviewed, discussed, and approved.

Motion by S. Larson, second by Blindauer to move to executive session at 10:10 am, for personnel matters. Chairman Ebersdorfer declared to end executive session at 10:17 am.

**REPORTS & BILLS**

Auditor and Treasurer in all accounts	\$5,811,488.30
Register of Deeds	\$4,418.50

Motion by Weber, seconded by Blindauer, to pay the following bills. Motion carried.

April Payroll Before Deductions

Commissioners	\$5,184.90
Auditor	\$7,497.08
Treasurer	\$6,636.25
States Attorney	\$6,678.23
Courthouse	\$3,779.53
Assessor	\$9,713.37
Register of Deeds	\$8,182.39
Sheriff	\$16,173.10
Public Welfare	\$1,459.70
Nurse	\$3,504.64
Ambulance	\$1,396.57
WIC	\$115.89

Extension Office		\$1,825.79
Weed		\$3,810.66
Drainage		\$258.36
Planning and Zoning		\$258.36
Road and Bridge		\$33,729.58
E-911		\$89.17
Emergency Management		\$752.57
Sobriety Testing		\$89.21
Division of Child Support	Employee Child Support	\$283.37
First National Bank SD	Insurance	\$2,200.65
BEAM	Vision Insurance	\$14.69
EMC National life Company	Ambulance - No Run Ins	\$25.52
FNBO	Supplies	\$1,361.65
Sanborn County Treasurer	Taxes in Trust	\$5,307.01
SDACC	CLERP- 1st Quarter	\$219.00
Tyler Technologies INC	Printer	\$77.18
Weber Backhoe & Trenching	Repairs	\$510.20
A-OX Welding	Supplies	\$43.52
ARAMARK	Supplies	\$124.57
AT&T Mobility	Utilities	\$272.14
Avera Queen of Peace	Employee Drug Test	\$99.00
Beadle Co Sheriff	Jail Fees-J. McGuire, B. Miller, A. Williams, S. Yockey	\$2,610.00
Butler Equipment Co	Supplies	\$1,959.24
SD Assn. of County Commissioner	Dues	\$407.00
Central Electric Coop	Utilities	\$340.18
Daily Law	Court Appointed Fees/ D. White	\$3,068.56
Dawson Construction Inc	Garbage	\$252.96
State of South Dakota	Blood Alcohol Test./J. Schulte/J. Amick	\$80.00
SD Dept of Public Safety	E-911 Surcharge	\$2,200.53
Dicks Body Shop	Alignment 2020 Chevy Tahoe	\$80.00
ES&S	Supplies	\$350.00
Express 2	Fuel	\$48.86
Penny Farris	Meal/Travel	\$74.10
Marla Feistner	Supplies	\$157.46
FNBO	Supplies	\$1,078.35

Governors Inn	Spring Workshop	\$306.00
GrowMark INC	Supplies	\$1,279.30
Hillyard/ Sioux Falls	Supplies	\$290.26
Liz Hoffman	Meal/Travel	\$14.00
KO'S Pro Service	Repairs	\$84.11
Lifequest	Quarterly Support	\$2,000.00
Mcleods Printing & Supply	Supplies	\$323.14
Menards	Supplies	\$29.99
Minor County Auditor	E-911 Services 4/22 - 6/22	\$6,637.50
Mitchell Ambulance Service	ALS Intercept Fee	\$300.00
Office Peeps	Supplies	\$300.89
Physicians Claims Company	Ambulance Service Fee March 2022	\$315.05
Pomp's Tire Service INC	Supplies	\$5,586.32
Runnings Supply Company	Supplies	\$462.06
Safe Place of Eastern SD	Quarterly Remittance	\$1,175.08
Audra Scheel	Travel Expense	\$148.70
SD Trappers Assn.	4-H Building Rent	\$100.00
SD Office Attorney General	Supplies	\$14.00
SWJ	Renewal	\$44.20
Tech Solutions	Tech Support	\$3,213.00
Naomi Terkildsen	Travel/Meal	\$356.13
Verizon	Utilities	\$80.02
Ron J Volesky	Court Appt. Attorney Fees/ T. Songer/ A. Williams	\$2,465.75
Waste Management	Utilities	\$216.52
Woony Foods	Supplies	\$4.39
Xcel Energy	Utilities	\$194.46

There being no further business before the board, motion by Weber, seconded by S. Larson, to adjourn the meeting. Motion carried. The next regular scheduled meeting will be held on Tuesday May 24, 2022.

Kami Moody

Jeff Ebersdorfer

Sanborn County Auditor

Chairman of the Board, Sanborn County

