

September 20, 2016  
Unapproved minutes  
Union County Commissioners

The Union County Board of Commissioners met in regular session September 20, 2016, at the Courthouse in Elk Point, SD at 8:30 a.m.

Members present Headid, Karpen, Kimmel, Schempp and Ustad.

Motion by Schempp, second by Headid to approve the agenda. Carried.

Motion by Headid, second by Kimmel to approve the minutes from September 6, 2016. Carried.

August Monthly Reports

Register of Deeds' reported \$8,874.50 in transfer tax and \$13,044 in fees.

Federal Prisoner & INS room & board fees-\$22,167.69.

Nurse reported \$0 in donations.

Clerk of court reported \$45,624.61 in fines and fees.

VSO reported 19 contacts in the month of August.

Bank Balance

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

August 2016

Total amount of deposits in bank	\$4,850,250.74
Total amount of actual cash	\$3,490.70
Total amount of checks and drafts in Treasurer's possession not exceeding three days	\$26,000.09
Investments	\$4,600,209.59
Cash Variance	-\$150.88
Credit card outstanding	\$4,533.33
Total	\$9,484,333.57

\*Note: These figures include all funds administered by the county including city, schools & township revenue and other pass through accounts.

Surplus

Motion by Headid, second by Karpen to surplus the following items: CH2141, CH1403, CH2077, CH2078, CH2079 (computers) CH1992 (copy machine); Samsung 730B monitor, Gateway 1530 monitor, Fender PA System. Carried.

Public Defender

Motion by Karpen, second by Headid to accept the resignation from Andrew Twinamatsiko, Crary Huff Law firm, for the public defender contract. Resignation letter was sent on August 25, 2016- contract allows for 60 days to separate. Motion carried.

Contingency

Motion by Karpen, second by Schempp to transfer \$1700 from Contingency to Mental

Illness board. Carried.

#### Personnel

Motion by Headid, second by Kimmel to approve the hiring of Marilyn Trefz as legal assistant/Welfare Director, effective September 13, 2016 @ \$15.26 with a 50 cent raise after 6 months. Carried.

Motion by Karpen, second by Schempp to approve the termination of Joshua Bridenstine effective September 1, 2016. Carried.

#### 2017 Budget

Discussion took place regarding the employee's salary range. Suggestions to increase range 1-3 adding 50 cents for start, 35 cents for midpoint, and 20 cents for top; Range 4 adding \$4.81 for start, \$3.36 for midpoint and \$1.92 for top. Discussion will continue.

#### Department Heads

Nurse McInerney, Public Building Supt. Sexton, EM Director Minihan met with the board to present monthly reports.

#### Recess

Chairman declared a recess at 9:27- 9:32.

#### Highway

Union County residents, C Keiser, D. Johnson, D. Keiser, J. Keiser and K. Solberg met with the board to discuss the closing of the bridge on CR #25. Dan Johnson, Johnson Engineering also present for discussion. Concerns were discussed regarding alternative routes to be used for emergency situations due to the bridge closure.

#### Executive Session

Motion by Karpen, second by Headid to enter executive session at 10:07 to discuss legal matters. Chairman declared the board out of executive session at 10:36.

#### Resolution #UCC2016-006

Motion by Karpen, second by Headid to approve the following resolution. Motion carried.

### **UNION COUNTY RESOLUTION # UCC-2016-006 NORTHSHORE DRIVE TRANSFER AGREEMENT**

This Northshore Drive Transfer Agreement (hereinafter "Transfer Agreement" or "Agreement") is made and entered into this 20<sup>th</sup> day of September, 2016, by and between Union County, South Dakota, a county organized under SDCL Title 7 (hereinafter "Union County" or "County"), and the City of North Sioux City, a South Dakota municipal corporation incorporated under SDCL Title 9 (hereinafter "North Sioux City" or "City").

#### RECITALS

WHEREAS, both North Sioux City and Union County agree to transfer the ownership and maintenance responsibilities as they pertain to Northshore Drive as further identified in paragraph 6 below, pursuant to terms stated within this Transfer Agreement; and

WHEREAS, both North Sioux City and Union County desire to coordinate efforts to ensure a smooth transition of the public use and maintenance of Northshore Drive located in North Sioux City; and

WHEREAS, both North Sioux City and Union County agree that this Agreement sets out fully the terms to best accomplish the transfer of the public use and maintenance of Northshore Drive in a manner that is in the best interests of both parties and the public;

THEREFORE, North Sioux City and Union County, for and in consideration of the payments and obligations set forth herein the sufficiency of which is hereby acknowledged, do HEREBY CONTRACT, AGREE, AND AFFIRM the following:

- A. County hereby agrees to transfer that portion of Northshore Drive located in the City limits of North Sioux City to the City for public use and maintenance, subject to the following terms:
  - 1. Union County agrees to remit a total of Five Hundred and Fifty Thousand Dollars (\$550,000.00) pursuant to an agreed upon payment schedule to the City on the condition the City will assume the ongoing maintenance for Northshore Drive.
  - 2. North Sioux City agrees to accept a total of Five Hundred and Fifty Thousand Dollars (\$550,000.00) pursuant to an agreed upon payment schedule as consideration for assuming the ongoing maintenance of Northshore Drive.
  - 3. Union County agrees remit to City Two Hundred Thousand Dollars (\$200,000.00) within thirty days of both parties signing this agreement. Union County further agrees to remit Fifty Thousand Dollars (\$50,000.00) a year for seven consecutive years until the total of Five Hundred and Fifty Thousand Dollars (\$550,000.00) has been remitted to North Sioux City, in accordance with the following payment schedule:

October, 2017	-	\$50,000.00
October, 2018	-	\$50,000.00
October, 2019	-	\$50,000.00
October, 2020	-	\$50,000.00
October, 2021	-	\$50,000.00
October, 2022	-	\$50,000.00
October, 2023	-	\$50,000.00
  - 4. North Sioux City agrees to accept the following payment schedule of Two Hundred Thousand Dollars (\$200,000.00) within thirty days of both parties signing this agreement. City further agrees to accept a schedule of payments of Fifty Thousand Dollars (\$50,000.00) a year for seven consecutive years or until the total of Five Hundred and Fifty Thousand Dollars (\$550,000.00) has been remitted to North Sioux City. North Sioux City shall not accept ownership of Northshore Drive until full payment of \$550,000.00 has been made to City by County.
  - 5. North Sioux City shall further agree to temporarily accept Northshore Drive for public use and maintenance on the day that Union County remits its first installment of Two Hundred Thousand Dollars (\$200,000.00).
    - a. On the day that Union County remits a Two Hundred Thousand Dollar (\$200,000.00) payment to North Sioux City the County shall remove Northshore Drive, as indicated in this agreement, off of the County highway map.

- b. After the County remits the final payment and pays the full \$550,000.00, North Sioux City shall accept ownership of Northshore Drive.
- c. Should County, for any reason, fail to make any payment to City identified herein and within seven consecutive years, maintenance obligations and responsibilities shall revert back to the County immediately.
- 6. Northshore Drive shall become the responsibility of North Sioux City from the east where the State of South Dakota's responsibility for the Exit 4 interchange ends to the west approximately 4,955 feet, to the middle of the intersection of Northshore Drive and Westshore Drive.
  - a. See Attached map demonstrating that portion of Northshore Drive which is being transferred by and through this Agreement.
- 7. This Agreement expressly includes the right-of-way to Northshore Drive and any all related property, responsibilities, and obligations which were previously considered to be the responsibilities and obligations of Union County. This shall include but not be limited to the regulation of speed, weight limits, and use of the right of way for public utilities.
- B. The parties further agree that Northshore Drive, now, and for the next seven years, will continue to support the normal flow of traffic and public use through North Sioux City, as this agreement's purpose is to benefit the best interests of both Union County and North Sioux City.
- C. This Agreement and the Attachments hereto constitute the entire agreement between the contracting parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.
- D. Pursuant to SDCL 7-21-16.1 a resolution will be adopted by the County approving this Agreement. The effective date of this Agreement will then be twenty (20) days after publication of said resolution if said resolution is not referred to a public vote. Also pursuant to SDCL 7-21-16.1 and 9-21-18.1 by signing this Agreement, it is affirmed that more than sixty percent of the members of the governing body of the City and the County, respectively, have approved the adoption of this Agreement.

#### Recess

Chairman declared a recess at 10:38- 10:42.

#### Highway

Highway Supt. Limoges met with the board on various matters.

Motion by Karpen, second by Headid to approve the application from Mike Schmitz for a ditch cleaning permit on CR #1B. Carried.

#### States Attorney

SA Miller met with the board to discuss various matters. Miller introduced Marilyn Trefz, legal assistant/Welfare director.

#### County Burial

Motion by Schempp, second by Headid to approve the county burial assistance application #UCI 2016-9-20. Carried.

## 2017 Budget

Following discussion, motion by Karpen, second by Kimmel to increase ranges 1-3 adding 50 cents for start, 35 cents for midpoint, and 20 cents for top; Range 4 adding \$4.81 for start, \$3.36 for midpoint and \$1.92 for top. Motion carried.

## Claims

Motion by Karpen, second by Headid to approve the following claims. Carried. The following claims have been audited, approved and warrants drawn on the same: Bi-weekly payroll for 09-16-2016: Auditor \$293.37; Treasurer \$97.79; State's Attorney \$225.00; Public Building \$791.34; Register of Deeds \$735.50; Sheriff \$38,256.25; Nurse \$205.32; WIC \$346.92; Weed \$1,567.11; Highway \$17,924.18; EMA \$859.31; OASI \$4,689.61. 2016 Deductible; \$2,750.00; Accurate Reporting (Transcript) \$112.50; Alcohol Monitoring Systems (Supp) \$120.90; Alliance Communication (Util) \$188.75; Beresford Municipal Telephone (Util) \$270.40; Best Western of Huron (Lodging) \$208.00; Bob Barker (Supp) \$548.33; Butler Machinery (Supp) \$821.18; C & B Operations (Repair) \$388.78; Campbell Supply (Repair) \$26.68; Caterpillar Financial Svc (Pymt) \$2,678.64; Cedar Shore (Lodging) \$569.70; Century Link (Util) \$386.70; Certified Languages Int'l (Interpreter) \$100.65; Certified Testing Svcs (Cement Testing) \$13,028.00; Chesterman (Water) \$162.00; Children's Inn (Allot) \$1,025.00; City of Alcester (Util) \$59.18; City of Elk Point (Filing Fees/Util) \$5,709.08; Class C Solutions Group (Supp) \$172.48; Community Health Clinic (Care) \$431.60; Consolidated Communication (Util) \$245.40; Crary Huff Law Firm (Pub Def) \$2,477.40; Crop Production Svcs (Supp) \$3,735.75; Dakota Dunes NSC Times (Legals/Ads) \$565.89; Dakota Psychological Svcs (Eval) \$3,691.00; Ferdig's Body Shop (Repair) \$1,818.15; Frantzen Reporting (Transcripts) \$312.80; Frieberg, Nelson, & Ask (Pub Def) \$2,477.40; Frontier Consultants (Svc) \$5,535.00; GCR Tire Ctr (Supp) \$540.00; Hawarden Independent (Ad) \$50.00; Inland Truck Parts (Repair) \$2,046.24; Interstate Battery Sys (Repair) \$100.95; Janet Lingle (Per Diem) \$201.00; JCL (Supp) \$201.00; Jeff's Lawn Care (Repair) \$377.63; Jeffrey T Myers (Pub Def) \$2,477.40; Jet Service Ctr (Maint) \$57.92; Jim Hawk (Repair/Supp) \$781.11; Juror Fees \$536.08; Katie Johnson PLLC (Pub Def) \$2,477.40; Kinetic Leasing (Pymt) \$4,224.90; Kreiser's (Supp) \$40.39; Language Line Svcs (Interpreter) \$21.45; Lauren Hollenbeck (Per Diem) \$74.40; Leader Courier (Legals/Ads) \$484.28; Lewis & Clark BHS (Care) \$480.00; Lewis Drug (Drugs) \$265.88; Lincoln Co (Reimb MI) \$45.94; Lyle Signs (Supp) \$30.03; Maintenance Engineering (Supp) \$577.26; Masaba (Repair) \$250.74; Matheson (Supp) \$115.18; Matthew Bender & Co (Supp) \$67.24; McLeods (Supp) \$108.23; Michael McGill (MI Board) \$1,086.20; Microfilm Imaging Sys (Supp) \$549.53; Mid-American Research Chemical (Supp) \$126.85; MidAmerican Energy (Util) \$115.56; Midwest Ready Mix (Block) \$2,850.00; Myron Hertel (Per Diem) \$42.00; Networkfleet (Maint) \$102.00; Noll Collection (Collections) \$306.90; Office Systems (Maint) \$274.97; Ollies Drive Inn (Jail Meals) \$11,475.65; Olson's Ace Hardware (Supp) \$26.98; One Office Solution (Supp) \$349.10; Pedersen Machine (Repair) \$9.58; Peterson, Stuart, Rumpca & Rasmussen (Pub Def) \$2,477.40; Pharm Chem (Supp) \$693.20; Pheasantland Industries (Name Plates) \$65.00; Pitney Bowes (Rental) \$365.76; Powerplan (Supp) \$64.10; Pyle Automotive (Maint) \$73.06; Quill (Supp) \$684.97; Rupp Sign (Supp) \$50.00; Safe Options Svcs (Allot) \$1,025.00; Sam's Club (Supp) \$264.47; SD Dept Transportation (Pro-Rata Share)

\$36,362.12; SD Ltap (;) \$100.00; SD State Health Lab (Lab Fees) \$1,070.00; Servall Towel & Linen (Towel Svc) \$53.67; Sheraton (Lodging) \$476.00; Sheriff of Woodbury Co (Return) \$76.32; Sioux City Foundry (Repair) \$67.00 Sioux City Truck Sales (Repair) \$67.40; Sioux Laundry (Jail Wash) \$638.15; Siouxland Grass & Forage (Supp) \$2,300.00; Stan Houston Equip (Repair) \$240.56; Standard Bearings (Supp) \$268.28; Star Publishing (Ads) Fair \$1,700.50; Starcomm (Maint) \$2,124.93; State of South Dakota (Util) \$80.14; Sturdevant's Auto Parts (Repair/Supp) \$625.79; Thomson Reuters - West (Supp) \$383.95; Total Stop Food Store (Repair) \$11.70; Transunion (Person Search) \$25.00; Triview Communications (Supp) \$20.00; TuDogs Computing (Computer Svc) \$65.00; Tyler Technologies (Conf) \$125.00; Union Co (Fuel) \$9,203.62; United States Geological Survey (Maint) \$13,660.00; Vast Broadband (Util) \$216.51; Verizon Wireless (Util) \$569.05; Yankton Co (Reimb MI) \$325.75.

Adjournment

Motion by Karpen, second by Headid to adjourn at 11:27 a.m. until September 27, 2016.  
Carried.

ATTEST: \_\_\_\_\_  
Carol Klumper, Auditor  
Union County

\_\_\_\_\_  
Milton Ustad, Chairman  
Union County Board of Commissioners

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