

OFFICIAL PROCEEDINGS KINGSBURY COUNTY BOARD OF COUNTY COMMISSIONERS

De Smet, South Dakota

April 4, 2023

The Kingsbury County Board of County Commissioners met Tuesday, April 4, 2023, at 8:30 A.M. in the Courtroom of the County Courthouse with Commissioners Roger Walls, Kyle Lee, Steve Spilde, Doug Kazmerzak and Corey Lundquist present. Chairman Kazmerzak presided.

Attending via Zoom were Michelle Longville - Treasurer, Tammy Anderson - Director of Equalization, Steve Strande - Sheriff, Cindy Bau - Emergency Management, Amy Halverson - Kingsbury Journal, and Natalie Remund - MultiBusiness Solutions/Human Resources.

PLEDGE OF ALLEGIANCE

Those present stood and recited the Pledge of Allegiance.

APPROVE AGENDA

Tammy Anderson, Director of Equalization, requested to add a discussion of vehicle repairs to the agenda.

Echo Steffensen, Auditor, informed the Board under the discussion of the Joint Powers Agreement with DANR for the Lake Thompson Water Project District setting an election date needed to be added to the agenda.

Motion by Spilde and seconded by Lee to approve the agenda as edited. All present voting aye. Motion carried.

MINUTES

The date for ALICE training in the March 21, 2023, minutes was listed as April 14, 2023 and should be April 4, 2023.

Motion by Lundquist and seconded by Lee to approve the minutes of March 21, 2023, with the correction of the date. All present voting aye. Motion carried.

PUBLIC COMMENT

Chairman Kazmerzak asked for public comment. There was none.

CONFLICT OF INTEREST

Chairman Kazmerzak asked the Board if there was any conflict of interest. There was none.

#### HUMAN RESOURCES

Remund presented and reviewed the 2023 highway Union contract to the Board for approval and signature.

Motion by Lee and seconded by Spilde to accept the 2023 Union Contract and have the Chairman sign said contract contingent on final approval from AFSCME Local 169 . All present voting aye. Motion carried.

Per the 2023 Union Contract the wage scale for the highway is as follows:

Highway Workers- \$14.32/hr. (1), \$15.50/hr. (1), \$21.00/hr. (1), \$21.32/hr. (1), \$21.82/hr. (1), \$22.93/hr. (2), \$23.03/hr. (1), \$23.86/hr. (1).

#### HIGHWAY

Dave Sorenson, Highway Superintendent, met with the Board to discuss highway matters.

Sorenson presented the contracts for bids that were accepted on March 7, 2023 for Chairman Kazmerzak to sign

Sorenson informed the Board that a door on the highway building had been damaged and presented an estimate for the repair.

It was the consensus of the Board to table the matter until Sorenson collects other estimates.

Sorenson requested to move into executive session for personnel.

Motion by Lee and seconded by Spilde to adjourn from regular session and move into executive session for personnel at 9:03 A.M. All present voting aye. Motion carried.

Motion by Lee and seconded by Lundquist to adjourn from executive session. Chairman Kazmerzak declared the Board out at 9:53 A.M.

Sorenson presented an overweight request for Kingston LLC. It was the consensus of the Board to decline the request.

#### ORDINANCE 66

Steffensen read the following ordinance:

ORDINANCE #66

**AN ORDINANCE FOR STATE AND FEDERAL CRIMINAL BACKGROUND INVESTIGATIONS FOR APPLICANTS FOR COUNTY EMPLOYMENT**

PURSUANT to SDCL 7-18A-37 and consistent with legislative intent permitting Counties to conduct state and federal criminal background checks on applicants for county employment;

BE IT ORDAINED BY THE KINGSBURY BOARD OF COUNTY COMMISSIONERS that the authorization to conduct such background checks is set forth herein:

**Section 1:**

Kingsbury County may require any applicant for employment who is over eighteen years of age to submit to a state and federal criminal background investigation by means of fingerprint checks by the South Dakota Division of Criminal Investigation and Federal Bureau of Investigation. This may include applicants for any budgeted, non-elected position (part-time and full-time) as well as any part-time or temporary positions where the applicant would have the opportunity for theft or would work in close proximity to children. Failure to submit or cooperate with the criminal background investigation is grounds for denial of employment.

The Board set the date for the second reading on April 18, 2023.

**PLANNING AND ZONING**

Motion by Spilde and seconded by Walls to adjourn from regular session and move into Planning and Zoning at 10:13 A.M. All present voting aye. Motion carried.

Chairman Kazmerzak declared the Board out of Planning and Zoning at 10:24 A.M.

Steffensen read the following resolutions:

**RESOLUTION # 2023-5**

**WHEREAS**, The Kingsbury County Planning & Zoning Board met to review the Plat of Lots 1 and 2, Wollschlager Addition being a Replat of Hauck Lot 2, A Part of the Southwest ¼ of Section 33, Township 111 North, Range 55 West of the 5<sup>th</sup> P.M., Kingsbury County, South Dakota on April 4, 2023; and

**WHEREAS** the Kingsbury County Planning & Zoning Commission recommended approval of the same to the Kingsbury County Board of County Commissioners, and

**Now, Therefore, be it resolved**, that the Kingsbury County Board of County Commissioners accepts and approves the Plat of Lots 1 and 2, Wollschlager Addition being a Replat of Hauck Lot 2, A Part of the

Southwest ¼ of Section 33, Township 111 North, Range 55 West of the 5<sup>th</sup> P.M., Kingsbury County, South Dakota

Motioned by Kyle Lee and seconded by Steven Spilde All present voting via roll call:

Lee - Aye, Spilde - Aye, Kazmerzak Aye, Lundquist - Aye, Walls -Aye

Dated this 4th day of April 2023 at Kingsbury County, SD.

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Doug Kazmerzak, Chairperson

ATTEST:

(SEAL)

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Echo Steffensen  
County Auditor

**Motion by Lee and seconded by Spilde to accept and adopt Resolution 2023-5 and for Chairman Kazmerzak to sign the same. All present voting via roll call. Kazmerzak - aye, Lee - aye, Walls - aye, Lundquist - aye and Spilde - aye. Motion carried.**

### **RESOLUTION # 2023-6**

**WHEREAS**, The Kingsbury County Planning & Zoning Board met to review the Plat of Lots 3 Wollschlager Addition A Part of the Southwest ¼ of Section 33, Township 111 North, Range 55 West of the 5<sup>th</sup> P.M., Kingsbury County, South Dakota on April 4, 2023; and

**WHEREAS** the Kingsbury County Planning & Zoning Commission recommended approval of the same to the Kingsbury County Board of County Commissioners, and

**Now, Therefore, be it resolved**, that the Kingsbury County Board of County Commissioners accepts and approves the Plat of Lot 3, Wollschlager Addition A Part of the Southwest ¼ of Section 33, Township 111 North, Range 55 West of the 5<sup>th</sup> P.M., Kingsbury County, South Dakota

Motioned by Roger Walls and seconded by Corey Lundquist All present voting via roll call:

Lee - Aye, Spilde - Aye, Kazmerzak Aye, Lundquist - Aye, Walls -Aye

Dated this 4th day of April 2023 at Kingsbury County, SD.

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Doug Kazmerzak, Chairperson

ATTEST:

\_\_\_\_\_  
Echo Steffensen  
County Auditor

(SEAL)

Motion by Walls and seconded by Lundquist to accept and adopt Resolution 2023-6 and for Chairman Kazmerzak to sign the same. All present voting via roll call. Kazmerzak - aye, Lee - aye, Walls - aye, Lundquist - aye and Spilde - aye. Motion carried.

AUDITOR/STATES ATTORNEY

Gary Schumacher, States Attorney, joined the meeting.

Steffensen and Schumacher presented for approval and signature the following Joint Powers Agreement between the Department of Agriculture and Natural Resources and the Kingsbury County Auditor by and through the Kingsbury County Commission.

JOINT POWERS AGREEMENT BETWEEN THE DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES AND THE KINGSBURY COUNTY AUDITOR BY AND THROUGH THE KINGSBURY COUNTY COMMISSIONERS

Joint Powers Agreement made and entered into this \_\_\_ day of \_\_\_\_, 2023, by and between the South Dakota Department of Agriculture and Natural Resources, Joe Foss Building, 523 East Capitol Avenue, Pierre, SD 57501- DANR ) and the Kingsbury County Auditor by and through the Kingsbury County Commissioners, PO Box 196, De Smet, SD 57231 (the Auditor (Collectively the Parties hereinafter) pursuant to the authority in SDCL Chapter 1-24.

WHEREAS, the South Dakota Board of Water and Natural Resources has the authority pursuant to SDCL chapter 46A-18 to review initiating petitions and conduct elections for the creation of water project districts and for the election of the initial board of directors for such districts, and DANR serves as staff for the Board in reviewing such petitions and conducting such elections; and

WHEREAS, DANR has the authority to enter this agreement pursuant to SDCL Chapter 1-24; and

WHEREAS, the Kingsbury County Commissioners ( Commissioners ) are authorized to enter this agreements pursuant to SDCL 1-24, SDCL Title 7 and its obligation to review initiating petitions and conduct elections for the creation of water project districts and for the election of the initial board of directors for such districts pursuant to SDCL 6-16.

WHEREAS, SDCL 46A-18-15 provides that the Board of Water and Natural Resources is to perform the duties of the county auditor under SDCL 6-16-4 through 6-16-6, inclusive in conducting elections for conducting the formation election for the proposed Lake Thompson Water Project District, as well as the possible subsequent election of the initial board of

directors of such district, but DANR desires to utilize the expertise of the Auditor in undertaking such duties on behalf of the Board;

WHEREAS, DANR and the Auditor believes it is a more efficient use of scarce state and local resources to enter into this joint undertaking for the review of the initiating petitions and for conducting the formation election for the proposed Lake Thompson Water Project District, as well as the possible subsequent election of the initial board of directors of such district; and believe that such an agreement is to their mutual benefit and,

WHEREAS, in a show of support for the formation of the Lake Thompson Water Project District, the Commissioners have submitted a letter to the Board of Water and Natural Resources indicating the deposit or payment requirement for the publication and election cost as set forth in SDCL 6-12-2 will be waived.

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. JOINT UNDERTAKING:

a. The Auditor and DANR shall jointly undertake the verification of the initiating petitions to verify that the petition complies with the statutory requirements and contains the valid signatures of the required number of registered voters. The Auditor shall report such findings to the Commissioners and DANR shall make its recommendation to the Board of Water and Natural Resources for its findings pursuant to SDCL 46A-18-13 and SDCL 46A-18-14.

b. If the Board of Water and Natural Resources determines that the petition complies with the statutory requirements and the project is feasible and conforms to the public convenience and welfare, DANR and the Auditor will cooperate in selecting a date for the election on the creation of the water project district. The Auditor agrees to cause the appropriate notices to be published for the election and agrees to conduct the election in accordance with the applicable requirements of SDCL chapter 6-16.

c. The Auditor and DANR agree that as per the desire of the Commissioners the costs of conducting the election will be waived.

d. Upon completion of the canvas of the election results by the Commissioners, the Auditor will certify the election results to the Board of Water and Natural Resources.

2. FUNDING OUT: This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature and from the federal government for this purpose. If for any reason the Legislature or the federal government fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, then this Agreement, or the extent of access granted hereunder, may be 3 terminated by either party. Termination for any of these reasons is not a default by either party nor does it give rise to a claim against either party.

3. EFFECTIVE DATE: This Agreement shall commence upon the execution hereof effective the day and year above first written and continue for one year unless amended or terminated or extended pursuant to the terms hereof.

4. ASSIGNMENT AND AMENDMENT: This Agreement may not be assigned without the express prior written consent of the parties. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

5. ASSIGNMENT AND AMENDMENT: This Agreement can be terminated upon thirty (30) days written notice by either party and may be terminated for cause by either party at any time with or without notice.

6. RIGHTS AND REMEDIES: The rights and remedies herein conferred shall be cumulative and not alternative and shall be in addition and not in substitution of or in derogation of rights and remedies conferred by any other agreements between the parties hereto or by any applicable law. The failure of a party to enforce strict performance of any covenant, promise, term, or condition herein contained, shall not operate as a hereof be strictly performed.

7. ADMINISTRATION OF AGREEMENT: The parties acknowledge that no separate entity as contemplated in SDCL 1-24-4 is being created to implement this Agreement, and that the cooperative undertakings herein described shall be administered by the Secretary of DANR for DANR, and the Kingsbury County Auditor for the Auditor, or their designees as contemplated in SDCL 1-24-5. The approval of the Secretary of DANR, for DANR, and the Kingsbury County Auditor for the Auditor, as required by SDCL 1-24-6, is signified by their execution 4 of this Agreement. The parties acknowledge that DANR will file a true copy of this Agreement with the Office of Attorney General and the Legislative Research Council within 14 days of the execution hereof, as required by SDCL 1-24-6.1.

8. NOTICES: Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Mike Perkovich on behalf of DANR, and \_\_\_\_\_ on behalf of the Auditor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail or, if personally delivered, when received by such party.

9. TERMINATION: In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10. MERGER: All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

11. GOVERNING LAW AND VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

12. SOVEREIGN IMMUNITY: Nothing in this Agreement is intended to waive the immunity of the State of South Dakota, including DANR, or its officers, agents and employees. The State and DANR fully retain all immunities and 5 defenses provided by law with regard to any action based on this Agreement.

13. THIRD PARTY BENEFICIARIES This Agreement is intended only to govern the rights and interests of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

14. NECESSARY APPROVALS: By the signature of their representative below, DANR and the Commissioners certify that approval of this Agreement has been obtained by that governmental entity's governing body or officer pursuant to SDCL 1-24-3 and 1-24-6 by ordinance, resolution or other appropriate means, and that the representative is authorized to sign on the party's behalf.

IN WITNESS WHEREOF, the parties have set their hands effective on the day and year first written.

Shumacher provided an explanation of the document and edits that were needed. The edits included inserting Echo Steffensen's name in item 8; changing "Sixth" to "Third" and "Hughes" to "Kingsbury" in item 11.

Motion by Lee and seconded by Spilde to approve the Joint Powers Agreement with edits and for Chairman Kazmerzak to sign the same. All present voting aye. Motion carried.

Steffensen requested the Board set the election date for the Lake Thompson Water Project District on May 23, 2023 at the Kingsbury County Courthouse.

Motion by Lundquist and seconded by Lee to set May 23, 2023 as the election date for the Lake Thompson Water Project District.

#### SHERIFF

Sheriff Strande met with the Board to provide information on the Highway 81 project through Arlington.

Strande requested travel approval for himself and the office manager to travel to Deadwood for the Sheriff's conference on April 10, 2023.

Motion by Spilde and seconded by Lee to approve travel for Sheriff Strande and the office manager to Deadwood for the Sheriff's conference on April 10, 2023.

#### DIRECTOR OF EQUALIZATION

Anderson met with the Board per SDCL 10-3-14 in reference to the director's duties and the Board of Equalization.

Anderson requested approval to have the following repairs made to the County vehicle used by her office:

3 belts replaced @ \$349.49.

Rear shocks @ 269.54

Motion by Lee and seconded by Lundquist to approve the repairs at a total cost of \$619.03. All present voting aye. Motion carried.

Anderson requested travel approval for herself and the Deputy Director of Equalization to travel to Brookings on 4/27 for a District Meeting, to Sioux Falls 6/13-16, 2023 for Annual Conference and 9/18-22,2023 to Rapid City for school.

Motion by Spilde to approve the travel request to Brookings on 4/27 for a District Meeting, to Sioux Falls 6/13-16, 2023 for Annual Conference and 9/18-22,2023 to Rapid City for school. All present voting aye. Motion carried.

#### EMERGENCY MANAGEMENT

Cindy Bau, Emergency Manager, requested travel to Mitchell on 4/11-12, 2023 for the Region meeting.

Motion by Lee and seconded by Lundquist to approve the travel request to Mitchell on 4/11-12, 2023 for the Region meeting. All present voting aye. Motion carried.

Bau informed the Board the ALICE training scheduled for 3:00 P.M. has been postponed due to weather conditions.

#### APPROVE CLAIMS

The Board reviewed the vouchers submitted by the Auditor.

Motion by Walls and seconded by Spilde that the following claims presented to the Board for consideration be approved and the County Auditor be directed to issue warrant checks for payment of same. All present voting aye. Motion carried.

MISCELLANEOUS

3D SECURITY INC 460.00 REPAIRS, TAMMY ANDERSON 52.76 TRAVEL, APPEARA 76.58 SUPPLIES, AT&T 113.45 UTILITIES, AVERA OCCUPATIONAL MEDICINE-MI 84.00 PROFESSIONAL SERV, BADGER OIL COMPANY 11927.30 SUPPLIES/FUEL/UTILITIES, BEADLE COUNTY AUDITOR 4000.00 VICTIM WITNESS COORD., BOB BODE CONSTRUCTION 4553.07 REPAIRS/SUPPLIES, BUTLER MACHINERY COMPANY 6704.68 REPAIRS/SUPPLIES, CENTURY BUSINESS PRODUCTS 685.41 PROFESSIONAL SERV, CITY OF DESMET 155.42 UTILITIES, CIVIL DESIGN INC. 915.00 BRIDGE INSPECTIONS, COAST TO COAST 381.50 SUPPLIES, COLES PETROLEUM 18765.87 FUEL, SMITH'S LUMBER 65.47 REPAIRS, AVERA DESMET HOSPITAL 54.00 PROFESSIONAL SERV, DE SMET WELDING 261.06 REPAIRS/SUPPLIES, BRANDON DUFFY 139.00 MENTAL HEALTH TRANSPORT, GREG DUFFY 124.48 WEED BOARD TRAVEL, FEDEX 37.68 PROFESSIONAL SER, CITY OF HURON 3899.19 911 SURCHARGE 1/2023, INTERSTATE BATTERY 410.85 SUPPLIES, DOUG KAZMERZAK 80.58 TRAVEL, KINGBROOK RURAL WATER 40.80 UTILITIES, KINGSBURY ELECTRIC COOP 674.68 REPAIRS, KINGSBURY JOURNAL 46.09 PUBLISHINGS, KINGSBURY JOURNAL 593.74 PUBLISHINGS, KYLE LEE 12.24 TRAVEL, LINDE GAS & EQUIPMENT INC 168.50 SUPPLIES, COREY LUNDQUIST 164.22 TRAVEL, MAYNARD'S FOOD CENTER 59.98 SUPPLIES, MULTI BUSINESS SOLUTIONS, INC 2150.00 PROFESSIONAL SERV, EASTLINE SUPPLY 45.93 SUPPLIES, NORTHERN TRUCK EQUIPMENT CORP 241.40 SUPPLIES, O'KEEFE IMPLEMENT 608.23 SUPPLIES, O'KEEFE IMPLEMENT 43.40 REPAIRS, OFFICE PEEPS INC 512.66 SUPPLIES, RYAN OLSON 117.34 WEED BOARD TRAVEL, PRAIRIE AG PARTNERS 12906.99 FUEL/UTILITIES, PRAIRIE AG PARTNERS 61.33 REPAIRS, REDWOOD TOXICOLOGY LABORATORY 314.16 SUPPLIES, RFD NEWS GROUP 56.00 PUBLISHINGS, RFD NEWS GROUP 1088.40 PUBLISHINGS, ROLLING PRAIRIE GRAIN CO, INC 2564.96 SUPPLIES, RUNNING SUPPLY INC. 333.37 SUPPLIES, SD DEPT OF TRANSPORTATION 939.23 BRIDGE INSPECTIONS, SDACC 665.00 FEES, SDACO 198.00 MP&R FEES 3/2023, SIRCHIE ACQUISITION CO LLC 49.18 SUPPLIES, STEVEN L. SPILDE 136.68 TRAVEL, STEVE STRANDE 300.92 PRISONER CARE, SHELLEY STRANDE 37.38 MATRON DUTY-PRISONER CARE, TRANSOURCE 2907.34 SUPPLIES, TRUENORTH STEEL 4933.04 SUPPLIES, TRUSTWORTHY HARDWARE 12.48 SUPPLIES, US POSTAL SERVICE 4.65 SUPPLIES, VERIZON 453.63 UTILITIES, VISA 109.03 SUPPLIES, ROGER WALLS 230.56 TRAVEL, ERLAND WEERTS 121.42 WEED BOARD TRAVEL, KRISTIN A. WOODALL, RPR, CRR, 18.00 COURT REPORTER FEES, YANKTON COUNTY SHERIFF OFFICE 100.00 BMI, ZELL MANUFACTURING 500.52 REPAIRS,

END OF MONTH

COURTHOUSE SALARIES	\$60,983.19
HIGHWAY SALARIES	33,902.33

PAYROLL DEDUCTIONS

Wellmark Health Plan	31,770.82
Three Fivers Benefits	5,976.16
AFLAC	1,487.84
AFLAC	286.74
Reliance Life Insurance	172.18
Aflac Dental	2,870.94
Beam Vision	255.16

SD Retirement Supplement Pretax	225.00
SD Retirement System	14,385.84
SD Retirement Supplement	740.00
AFSCME	93.04
Kingsbury County	28,613.43

OFFICE REPORTS The Register of Deeds, Sheriff's and Director of Equalization's Reports of Fees Collected during the month of December 2022 were reviewed by the Board. Motion by Lee and seconded by Spilde that the Auditor's report with the Treasurer as of the close of business March 31, 2023, be accepted as follows. All present voting aye. Motion carried.

Cash on Hand	\$ 2,300.82
Checks in Treas. Possession less than 3 days	20,189.63
Credit Card	2,762.77
Cash Short	0.00
Cash Long-ISF Check	0.00
Demand Deposits	110,832.72
Savings Account	2,456,186.50
Revolving Loan Fund	296,548.71
Big Ditch MM	345,658.75
Time Deposits	1,657,523.80
TOTAL	4,892,003.70

BREAKDOWN OF MONEY BY FUNDS

County General Fund	2,416,172.91
Special Revenue Funds (Road & Bridge, E911 Fund CH Bldg, Revolving Loan, Emergency Management, Domestic Abuse Funds 24/7 & M&P Fund American Rescue, Rural Infrastructure)	1,473,731.31
Drainage Ditch #4	165,746.79
Drainage Ditch Debt Service Cash	17,177.64
Amount held for School Dist.	627,654.86
Amount held for Townships	176,835.19
Amount held for Cities	111,303.30
Amount held for East Dakota Water Dist.	2,435.34
State Remittance	204,298.94
Amount held for others	100,861.86
TOTAL	\$5,296,218.14

AUDITOR

Steffensen requested a partial release of a county lien by resolution for Case #2023-1 on the property described as:

The South Ninety-Nine Feet (S99') of the East Half (E1/2) of Lot Twelve (12) and the South Ninety-Nine Feet (S99') of Lot Thirteen (13), Block Seventeen (17), Brown's Addition to the City of De Smet Kingsbury County, South Dakota.

RESOLUTION TO RELEASE LIEN (#2023-4)

WHEREAS, the records of the Kingsbury County Register of Deeds and the Kingsbury County Auditor show a County Lien against Tim LeRoy Perry in the amount of \$369.98, and

WHEREAS, such lien does appear on

The South Ninety-Nine Feet (S99') of the East Half (E1/2) of Lot Twelve (12) and the South Ninety-Nine Feet (S 99') of Lot Thirteen (13), Block Seventeen (17), Brown's Addition to the City of De Smet, Kingsbury County, South Dakota

BE IT RESOLVED that such lien be released against the above-described property, and

BE IT FURTHER RELSOLVED that the balance of the County Lien in the amount of \$4,058.51 to remain in full force and effect.

Dated this 4th of April 2023

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Doug Kazmerzack, Chairman of the Board

ATTEST:

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Echo Steffensen, Auditor  
Kingsbury County, South Dakota

Motion by Lee and seconded by Spilde to accept and adopt Resolution 2023-4. All present voting aye. Motion carried.

Steffensen requested clarification on vacation carryover for an employee with 85.47 hours over the current 80 hr. carryover policy which was extended through March 31, 2023.

EXECUTIVE SESSION

Motion by Spilde and seconded by Lee to adjourn from regular session and move into executive session for personnel at 11:42 A.M. All present voting aye. Motion carried.

Motion by Spilde and seconded by Lee to adjourn from executive session. Chairman Kazmerzak declared the Board out at 12:50 P.M.

STATES ATTORNEY

Schumacher, States Attorney requested travel to Sioux Falls on May 2-5, 2023 for the States Attorney Conference.

AUDITOR

Steffensen requested travel for the Welfare Director to travel to Pierre April 11-13, 2023 for the Welfare Director Workshop.

Motion by Lundquist and seconded by Walls to approve travel to Pierre for the Welfare Director Workshop on April 11-13, 2023. All present voting aye. Motion Carried.

Steffensen informed the Board the final dollars of an error on the Refuge Revenue distribution that occurred in 2004-2009 had been received back from the townships and the amount of \$50,0057.16 would be correctly distributed to the schools.

The Board adjourned to Tuesday, April 11, 2023, at 8:30 A.M.

SIGNED

\_\_\_\_\_  
Doug Kazmerzak, Chairman

ATTEST

\_\_\_\_\_  
Echo Steffensen, County Auditor

Published 1 week at the total approximate cost of \_\_\_\_\_.