

**Perkins County Commission  
Regular Meeting**

**Date: November 7, 2023**

**Present: Commissioners Carmichael, Foster, Campbell, Schweitzer, Henderson and Finance Officer Stadler**

**Others Present: Robert Johnson, Dylan Schmidt, Chris Goldsmith, Ida Sander, Corina Kocer, Kelly Serr, Cody Green, Shane Penfield, Jackie VanVactor, Carrie Fisher & Beth Hulm, press.**

Call to Order

Chairman Carmichael called the Regular Commissioner Meeting to order at 10:00 a.m.

Pledge of Allegiance

The Pledge of Allegiance was recited by those in attendance.

Conflict of Interest

There was no Conflict of Interest to declare.

Approval of the Agenda

Campbell moved, Schweitzer seconded to approve the Agenda, motion carried.

Approval of the Minutes

Foster moved, Henderson seconded to approve the minutes of the October 10, 2023, Regular Commission Meeting, motion carried.

Monthly Reports

- Finance Officer's Account with the Deputy Finance Officers – To the Honorable Board of County Commissioners of Perkins County: I hereby submit the following report of my examination of the cash and cash items in the hand of the Deputy Finance Officers of this County as of October 31, 2023, Sara Stadler Finance Officer, Perkins County. Total amount of deposits in banks \$4,448,109.13, Total amount of actual cash \$200.00; Dakota Plains Federal Credit Union: \$104,824.16; Certificates of Deposit \$400,000.27; Total \$4,953,133.56. The total represents state, county, schools, cities and township funds, which will be transferred to each entity of government after being apportioned.
- Sheriff's Fees in the amount of \$1,105.33 were reviewed.
- Motor Vehicle Fees for the month of September were reviewed.
- Register of Deed's fees in the amount of \$2,032.00 were reviewed.
- Longevity increase of .10/hour will be realized for the following: K. Serr 11-1, N. Richards 11-15, J. Green 11-1, C. Gruwell 11-28.

Finance Office

- CHN/WIC Contract – Henderson moved, Foster seconded to appoint Chairman Carmichael as signatory on the 2023 CHN (Community Health Nurse) Contract, motion carried.
- Christmas Holiday – Campbell moved, Schweitzer seconded to authorize Monday, Dec. 25<sup>th</sup> and Tuesday, Dec. 26<sup>th</sup> as 8 hours paid holiday each day for all full-time employees and prorated for all part-time employees, motion carried.

Chris Goldsmith Farmers Union Insurance Quotes

Mr. Goldsmith was present along with Dylan Schmidt and Robert Johnson to present the quotes they had gathered for Perkins County. Mr. Goldsmith said they could not compete with our current health insurance plan. Mr. Schmidt presented cheaper quotes for Dental and Vision. Commissioners would like to look at the final quote before deciding on what to do with those. They also presented life insurance and supplemental life insurance quotes as well.

Ida Sander – Farm Bureau – Wellmark Health Insurance

Henderson moved, Foster seconded to move Perkins County's Health Insurance Plan from the current High Deductible Wellmark Plan to the SimplyBlue 6000 Wellmark Plan, motion carried.

### Highway Department

Superintendent Green gave his monthly highway report for the month of October. Green reported that the 229 is having mechanical issues. The crew is working on Happy Hill Road, and completed Usta Road and continues to work on mowing and blading.

- Summerville Rd – The original quote for Summerville Road project from Border States the amount of \$1,209,561.90 did not include shoulder work. Border States quoted \$18.87/Ton to do the shoulder project with the gravel coming from the Merriman Pit. The total road cost with shoulders is \$1,274,561.90 with Perkins County share (40%) at \$509,824.76 and Game Fish & Parks share (60%) at \$764,737.14. Campbell moved, Foster seconded to do the shoulders along the Summerville Rd, motion carried.
- Halonen Contracting – Foster moved, Schweitzer seconded to authorize Chairman Carmichael to sign the contract with Halonen Contracting for work on 162<sup>nd</sup> Ave, Lodgepole, in Viking Township, with the quote at \$99,380, motion carried.
- Resignation – Patrick Dinkins – Schweitzer moved, Campbell seconded to accept the resignation of Patrick Dinkins effective 11-2-2023, motion carried.
- New Hire – Superintendent Green requested to table until next month.
- Highway Superintendents Meeting – Superintendent Green requested permission to buy dinner for the upcoming highway superintendents meeting held in Bison. Foster moved, Schweitzer seconded to authorize Green to purchase lunch for all participants, motion carried. Foster moved, Schweitzer seconded to rescind the previous motion because it was not on the agenda, motion carried.

Resolution 2023-10 Plat of Lot 1 of the Macomber 1<sup>st</sup> Addition - Campbell moved, Schweitzer seconded to approve Resolution 2023-10 Plat of Lot 1 of the Macomber 1<sup>st</sup> Addition, roll call: Foster aye, Schweitzer aye, Henderson aye, Campbell aye, Carmichael aye, motion carried.

**Resolution 2023-10  
Plat of Lot 1 of the Macomber 1<sup>st</sup> Addition  
To Perkins County, South Dakota  
As Located in the SW1/4NW1/4 of Section 32  
Township 23 North, Range 16 East of the B.H.M.**

Be it resolved by the County Commission of Perkins County, South Dakota that the Plat of Lot 1 of the Macomber 1<sup>st</sup> Addition to Perkins County, South Dakota, as located in the SW1/4NW1/4 of Section 32, Township 23 North, Range 16 East of the B.H.M, Perkins County, South Dakota, having been examined, is hereby approved in accordance with the provisions of South Dakota Compiled Law, Chapter 11-3, and any amendments thereof.

Resolution 2023-11 Sheep Producers Resolution – Henderson moved, Foster seconded to accept Resolution 2023-11, roll call: Henderson aye, Campbell aye, Schweitzer aye, Foster aye, Carmichael nay, motion carried.

**Resolution 2023-11  
Resolution to Support Sheep Producers**

**WHEREAS**, sheep and lambs provide the economic cornerstone for western states' rural economies, supporting schools, places of worship, small town businesses, hospitals, and the social infrastructure of rural America.

**WHEREAS**, sheep perform important environmental purposes by grazing and browsing through noxious and other undesirable and invasive weed species and by reducing excess vegetation in fire prone areas.

**WHEREAS**, the United States historically protected domestic sheep production from global market distortions through tariffs.

**WHEREAS**, under the Tariff Act of 1930, tariffs previously enacted in 1890, 1921, and 1922 were increased to \$3 for live sheep, 7 cents per pound for lamb meat, and 5 cents per pound for mutton.

**WHEREAS**, by 1942, while being protected from global market distortions since 1930 with tariffs, the U.S. sheep inventory reached a historical high of 56.2 million.

**WHEREAS**, since 1930, Congress has not adjusted tariffs on sheep or sheep meat for inflation, rendering them immaterial today.

**WHEREAS**, adjusted for inflation, \$3 per head in 1930 is \$54 per head today, 7 cents per pound in 1930 is \$1.25 per pound today, and 5 cents per pound is \$0.89.

**WHEREAS**, the United States has a long, successful history of maintaining viable domestic production systems for many agricultural commodities through tariff rate quotas, such as those employed to ensure a viable domestic peanut industry, sugar industry, dairy industry, cotton industry, tobacco industry, chocolate industry, and animal feed industry.

**WHEREAS**, known global market distortions that can be effectively alleviated with a tariff rate quota system include less stringent production practices abroad (e.g., widespread use of compound 1080 abroad while it is severely restricted in the domestic market), global concentration (e.g., JBS dominates the global market in meat trade), persistently devalued exchange rates abroad (e.g., today a dollar's worth of Australian lamb exported to the United States returns \$1.55 to the Australian exporter (i.e., 1 U.S. dollar equals 1.55 Australian dollar).

**WHEREAS**, the U.S. sheep industry has not been protected from known and debilitating global market distortions for decades, resulting in the following consequences:

- The domestic sheep industry is non-competitive in the global export market.
- In four decades, the U.S. sheep inventory declined 62%, and at 5 million head is now at the lowest level in history.
- In four decades, the number of domestic sheep operations with over 100 head (commercial sheep operations) declined 60%.
- In just the past decade, consumption of sheep meat in America increased 62%.
- While lamb/mutton consumption increased since 2012, domestic production declined 16%.
- While consumption increased and production declined since 2012, imports surged 134%.
- By 2022, imported lamb and mutton captured 74% of the domestic market.
- The American sheep industry is the first U.S. livestock sector to be predominantly outsourced.

**WHEREAS**, without some form of management over current import flows, by way of tariffs, tariff rate quotas, or quantity restrictions, the systemic, downward trajectories of every measure of the American sheep industry's viability foretells the commercial domestic sheep industry will soon become the first livestock industry in America to fall completely to import competition.

**THEREFORE**, We, the Perkins County Commissioners urge Governor Noem, U.S. Senators Thune and Rounds, and U.S. Representative Johnson to urge the Administration and Congress to halt the ongoing injury to the U.S. sheep industry caused by excessive imports and urge the establishment of tariffs and a tariff rate quota system, or some other form of quantity controls that will ensure the viability and competitiveness of the domestic sheep industry.

Wind & Solar Moratorium – Foster moved, Campbell seconded to extend the Alternative Energy Sources Moratorium an additional 6 months from the initial date implemented on June 13, 2023, with the moratorium ending on June 13, 2024 motion carried.

#### 2024 Wages

Director of Equalization Corina Kocer gave a presentation to the Commissioners on requested wages for her staff for 2024. Highway Superintendent Cody Green gave a presentation to the Commissioners requesting wages for his staff in 2024.

Commissioners took a 2-minute break at 12:12 p.m.

Sheriff – Kelly Serr

- Funds Transfer - Foster moved, Campbell seconded to move \$11,974.38 back into the Sheriffs Car Maintenance (101-211-420) fund from Insurance proceeds (101-0-373.10), motion carried.
- 911 Update – Resolution 2023-12 Joint Powers Agreement – Foster moved, Schweitzer seconded to accept and authorize Chairman Carmichael as signatory on the Joint Powers Agreement. roll call: Campbell aye, Foster aye, Henderson aye, Schweitzer aye, Carmichael aye, motion carried.

**Resolution 2023-12****JOINT POWERS AGREEMENT**

This JOINT POWERS AGREEMENT, is entered by and among Cambell County, Corson County, Edmunds County, Harding County, McPherson County, Perkins County, Potter County and Walworth Count, all political subdivisions of the State of South Dakota, collectively known as the “Governing Entities.”

WHEREAS, the Governing Entities have collectively provided 911 emergency telecommunications services through the North Central Regional 911 since January 3, 1995, and;

WHEREAS, under South Dakota Codified Law Ch. 1-24 authority is given to public agencies, including municipalities and counties, to jointly exercise any powers, privileges or authority that such public agencies are capable of exercising on their own;

WHEREAS, the Governing Entities desire to memorialize its duties and obligations to one another, hereby enter the arrangements hereinafter set forth;

NOW THEREFORE, the Governing Entities do hereby agree as follows:

1. **TERM AND EFFECTIVE DATE.** This Agreement shall be in full force and effect upon the approval of the Governing Entities for an initial term beginning on the 1<sup>st</sup> day of August, 2023, and ending on the 31<sup>st</sup> day of July, 2024. At the expiration of the initial term and each subsequent renewal term, this Agreement shall automatically renew for a One (1) year period beginning on the 1<sup>st</sup> day of August and ending on the 31<sup>st</sup> day of July of each renewal term, unless any of the parties hereto notifies the others, at least One Hundred Eighty (180) days prior to the termination date, that it does not intend to renew the Agreement.
2. **COOPERATION.** The Governing Entities hereby agree to cooperate to provide 911 services to the region and their respective jurisdictions.
3. **ORDINANCES.** The Governing Entities have each approved Ordinances that permit each Governing Entity to participate in this Joint Powers Agreement and also sets forth how the Governing Entity selects members to the North Central 911 Board.
4. **BYLAWS.** The Bylaws of North Central Regional 911, which are hereby attached and incorporated in to this Joint Powers Agreement, by this referenced and marked as Exhibit “A”, and governs how the North Central 911 Board shall operate.
5. **HOLD HARMLESS CLAUSE.** The Governing Entities agree to hold each harmless from liability arising out of the negligence or wrongful acts of any of the Governing Entities.
6. **TERMINATION.** At any time after the execution and effective date of this Agreement, any Government Entity may terminate this Agreement by giving One Hundred Eighty (180) days written notice of termination to the other parties hereto.
7. **GENERAL PROVISIONS:**
  - A. **AUTHORITY.** All of the powers, privileges and authority granted pursuant to SDCL 1-24 shall be extended to this Agreement to the fullest extent necessary to accomplish the purposes of this Agreement.
  - B. **SEVERABILITY.** Any provisions of this Agreement determined to be invalid by a court of competent jurisdiction shall in no way affect any other provision hereof.

- C. TIME OF ESSENCE. Time is of the essence.
- D. CAPTIONS. Article and paragraph captions are not a part hereof.
- E. WAIVERS. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provisions. Either part's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party.
- F. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies in law or equity.
- G. COVENANTS AND CONDITIONS. Each provision of this Agreement performable by the Governing Entities shall be deemed both a covenant and a condition.
- H. AMENDMENTS. Amendments and alterations to this Agreement shall be in writing and shall be signed by the Governing Entities.
- I. EXECUTION. This Agreement may be executed in separate counterparts which together shall constitute a single Agreement.

#### Liquor License Renewals

- Lemmon County Club – Foster moved, Henderson seconded to approve the Retail (on-sale) Liquor License Renewal for the Lemmon Country Club, motion carried.
- Black Hills Enterprises – Campbell moved, Foster seconded to approve the Retail (on-sale) Liquor License Renewal and Retail (on-off sale) Wine and Cider License Renewal for Black Hills Enterprises, motion carried.

#### Claims

The following claims were presented and approved for payment, October payroll: 83,367.71; IRS, FICA, 8,204.56; SD Retirement, 6,674.71; Delta Dental, ins, 1,235.25; Medico Life, ins, 136.80; Wellmark, ins, 21,082.11; Sun-Life, ins, 90.00; HRA, reimbursements, 12,955.64; A&B, maint, 49.40; American Solutions, supplies, 280.41; Auto Value, supplies, 1,022.58; Avera, prof fees, 66.00; Bison Ag, equip, 28,491.00; Bison Courier, publishing, 41.00; Bison Grain, supplies, 6,288.48; Bison Imp, supplies, 2,814.55; Brosz Eng, prof fees, 49,595.00; Butler Machinery, repair, 11,509.93; CCB, credit collection, 17.50; County Drug, med fees, 121.74; Current Connection, supplies/maint, 1,694.85; Dakota Fluid, repairs, 571.65; Eagle Nest, repairs, 2,406.93; Ellingson, prof serv, 50.00; ES&S, maint, 1,842.75; Evanson, ind burial, 1,985.00; Firstnet, utilities, 283.52; T. Fisher, cont serv, 200.00; G&O, supplies, 346.20; Godfrey Brake, repairs, 2,092.63; Grand, utilities, 2,506.77; Halonen, sec. roads, 14,287.50; Hireclick, publishing, 708.00; John Deere, repairs, 1,362.55; Johnson Controls, cont. serv, 1,991.86; K&R Auto, repairs, 12,537.88; Kimball Midwest, equip supplies, 178.20; Kinney Law, crt appt atty, 4,477.32; KNDC, publishing, 100.00; Lemmon EMT, travel, 1,115.45; Lemmon IGA, supplies, 18.64; Meade Co, memo of under/jail board, 5,630.00; My Place, travel, 200.00; National Med, med fees, 350.00; Natl Sheriff, dues/reg, 125.00; Newman Signs, material, 402.95; NW Farm, supplies, 159.98; R. Palmer, sec roads, 200.00; Penfield, rent, 400.00; Pharmchem, supplies, 390.25; Pitney Bowes, supplies, 265.58; Premier Equip, equip repairs, 1,063.66; RDO, equip repairs, 1,497.72; SD Dev. Cent, mental health, 120.00; SD DOT, prof fees, 1,022.97; SD Human Serv, pt. care, 611.63; SD Public Health Lab, prof serv, 205.00; Servall, supplies, 97.43; Simon, supplies, 19,703.18; R. Stevens, supplies, 10.34; Tennants, maint, 645.98; Town of Bison, utilities, 274.16; R. Vanvactor, supplies, 105.00; Visa, supplies/travel, 1,089.75; Walk & Roll, repairs, 276.61; WRCTC, utilities, 1,218.71.

#### Adjournment

There being no further business to come before the Board, Chairman Carmichael declared the meeting adjourned at 12:26 p.m. The next Regular Commissioner meeting of the Perkins County Commission will be held on Tuesday, December 12<sup>th</sup>, 2023 at 10:00 a.m.

ATTEST:

APPROVED:

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Sara Stadler, Finance Officer

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Kyle Carmichael, Chairman