

THE Groton Independent

South Dakota
Growing Families & Opportunities

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Samantha Pappas is GHS's 4th student to qualify for nationals

by Kristen Gonsoir, GHS Debate Coach- the following was posted on Facebook

I register my fourth student ever for the National Speech and Debate Contest (used to be National Forensic League but that name garnered confusion in multiple ways). For many schools nationals is a yearly event, an expectation for culmination of a year of work.

For small schools, such as ours, nationals are not the year end norm, rather it is a rare and well deserved exception to earn this right to compete with the best of the best. This morning as I register Sam Pappas for Congressional debate she joins the ranks of GHS students who earned the right to represent northern SD at nationals and joins the elite list of Michaela Oleson, Travis Kiefer, Rachel Keimig (Lewis), and Stephanie Herseith (debater before I was coaching). However, this year there was no long car ride or journey on a plane to a new and exciting destination.



I join secure zoom room H to register. Sam will be joining the NSDA Senate and youth from across the nation from her home via her school computer— no plane ride, no hours of bonding in a car with Mrs. G playing word games, solving riddles, listening to the news, debating and of course solving world problems (there sure would have been many) like stereotypical debate nerds.

Thanks to COVID19 the NSDA National Tournament is all virtual. I am thankful that the opportunity for National competition and learning exists. I know I am learning as I navigate the technology! I do believe I was more comfortable navigating downtown Dallas traffic at prior nationals. Thank you Keri Pappas for agreeing to judge in this virtual competition. I will let you all know how virtual nationals goes in a few days, but here we go!

Good luck Sam! You got this! Today you are joining the GHS debate elite list! GHS debate proud!



Groton UMC holds outdoor service

The Groton United Methodist Church held corporate worship on Sunday. Some sat in chairs while many stayed in their vehicles and listened on their FM radio.

(Photo from Groton UMC Facebook Page)



Baseball Action Begins!

Baseball action has begun in Groton with the Junior Legion team taking on Northville. (Photo from Joni Groeblichhoff's Facebook Page)



Driver's Ed is in full swing

Driver's Education is in full swing as Shaun Wannier and Joel Guthmiller are teaching classes. Pictured above is Shaun Wannier going over what happens at a gas pump to drivers Logan Pearson and Axel Warrington. (Photo by Paul Kosel)

Council authorizes new flag pole in the park

The Groton City Council authorized the expenditure of \$500 towards the placement of a flag pole in the city park.

David McGannon came before the council to discuss the project. He said the school is looking at getting rid of the old flag pole north of the elementary school. The proposed site for the flag pole is south of the Main Street City Park sign. The 40' pole can handle an 8' flag. The Legion is donating \$500 and the Groton Lions Club is donating \$500 towards the project. A light will also be added so the flag can stay up day and night. KEY construction, the company that is working on the replacement of the power poles that were blown down from a recent storm, has offered to drill a 4' hole for the flag pole.

Glenn Cooper came before the council to discuss water charges. He is being charged for four apartments and a utility room. He said there should be no charge for the utility room. It's the principal that you're charging for five services for four people.

The board set the Legion Coach annual salary at \$3,000 which is reimbursed by the Groton Legion.

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 1 Week: \$9 for first 30 words, 20¢/word thereafter
 2 Wks: \$17 for first 30 words, 38¢/word thereafter
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AUCTIONS
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EMPLOYMENT
 NORTHWEST AREA SCHOOLS in Isabel, SD is seeking applications for the following position: Health Science Instructor: South Dakota certification is required. Work-related experience may count toward certification. NWA offers competitive salary, benefits, transportation and SD Retirement. Please contact Quinn Lenk, NWA Director at 605-466-2206, or by email at: quinn.lenk@k12.sd.us position is open until filled.

MAINTENANCE MANAGER: Timber Lake is seeking full-time Maintenance Manager. Contact City of Timber Lake at 605-865-3790 or cityoftl@tisd.us. Wage depending on experience. Equal opportunity employer.

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Emergency Relief Fund for Immigrants in SD
 This fund provides critical, direct financial relief to immigrant, refugee and undocumented populations in South Dakota directly impacted by COVID-19.
APPLY & DONATE
 sdimmigrantfund.org
 SD VOICES FOR PEACE SD DREAM COALITION

Answer the call to slow the spread.

The Department of Health is contacting people who have been exposed to COVID-19. Here's what you can do to help keep yourself, your family, and community safe:

- Pick up the phone when we call
- Stay at home and self-quarantine for 14 days if you've been in close contact with someone who has COVID-19
- Notify people you've had close contact with if you become ill
- Seek medical care if symptoms become severe

SOUTH DAKOTA DEPARTMENT OF HEALTH covid.sd.gov

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Frederick Town Resolution #206 Sewer Project

RESOLUTION NO. 206
A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$1,420,000 SEWER PROJECT REVENUE BOND OF THE TOWN OF FREDERICK; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; PROVIDING FOR A SPECIAL CHARGE OR SURCHARGE FOR THE PURPOSE OF PAYING PRINCIPAL OF AND INTEREST ON SAID BOND AS MAY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

BE IT RESOLVED by the Town Board of Trustees of the Town of Frederick, South Dakota (the "Town"), as follows:

SECTION 1. Bond Purpose and Authorization.

1.01. The Town currently operates a municipal sewer utility under SDCL 9-40 (the "Utility"), consisting of a system or part of a system, for the collection, treatment, and disposal of sewage and other domestic, commercial, and industrial wastes. The Town determines it necessary and expedient to issue Sewer Project Revenue Bond (the "Bond") for the purpose of defraying the cost of the improvements and hereby declares the necessity therefore.

1.02. The Town is authorized to borrow money and issue its revenue bonds under SDCL Chapter 9-40 and 6-8B (the "Act"), in order to defray the cost of acquiring and constructing the improvements to the Utility, consisting of improvements generally described on Exhibit A hereto (the "Improvements").

1.03. The Town is authorized to acquire the Improvements, to issue its Bond, in order to defray the cost thereof, and to make all pledges, covenants and agreements authorized by law for the protection of the owners of the Bond, including, without limitation, those covenants set forth in Sections 9-40-15 through 9-40-17 of the Act. The Bond is payable solely from the revenue or income derived from the operation of the improvements and shall not constitute an indebtedness of the Town within the meaning of South Dakota constitution Article 13 § 4 or any statutory provisions or limitations.

SECTION 2. Terms of the Bond.

2.01. The Bond shall be issued in an aggregate principal amount not exceeding \$1,420,000 and shall be sold to the United States of America. The Bond will bear interest at a rate or rates per annum resulting in an interest rate not greater than 2.375% per annum and will mature over a period not to exceed forty (40) years. The Bond shall be issued in one series. The President and Finance Officer are hereby authorized and directed to agree with the United States of America upon the exact purchase price, principal amount, maturities, interest rate or rates, payment dates and redemption provisions for the Bond, within the parameters set forth in this Section.

SECTION 3. Execution, Authentication, Delivery and Form of the Bond.

3.01. The Bond shall be prepared under the direction of the Finance Officer and shall be executed on behalf of the Town by the signatures of the President and the Finance Officer, and countersigned by an attorney actually residing in the State of South Dakota and duly licensed to practice therein, and shall be sealed with the official corporate seal of the Town; provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bond shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery. The Town hereby appoints the Finance Officer of the Town as bond registrar, transfer agent and paying agent (the "Registrar") for the Bond.

SECTION 4. Creation of Accounts, Appropriation, Pledge and Segregation of Revenues

4.01. Accounts. All revenues from the Utility are deposited into the sewer fund. The revenues described in Section 4.02 shall be segregated into the

restricted asset accounts as provided for in Sections 4.04 through 4.08.

4.02. Project Revenue Segregation and Pledge. Net income derived from the Improvements shall be the excess of revenues or income remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements, and operation including the interest on any general obligation bonds authorized to construct or acquire or improve such original Utility and including the necessary debt service funds required to be provided for the retirement of said bond issues, and including the interest and debt service funds required annually to be paid or set aside on any refunding bonds issued to refund such general bonds issued for the original construction or acquisition or improvement of said Utility, so extended, added to, or improved (hereafter "Project Revenues"). All Project Revenues shall be segregated and subdivided into separate accounts as designated and described in Sections 4.03 to 4.08 and are irrevocably pledged and appropriated for the payment of principal of and interest on the Bond. As described in Section 5.05 hereof, the Town shall impose a separate surcharge for the availability, benefit and use of the improvements and shall aggregate the revenues derived from such surcharge for the Improvements, together with the expenses of the operation and maintenance of the Improvements and shall account for them as provided in SDCL Chapter 9-40 and Section XI of the South Dakota Department of Legislative Audit Municipal Accounting Manual.

4.03. Construction Account. An account to be designated as the 2020 Sewer Project Revenue Bond Construction Account ("Construction Account") is established. The Construction Account shall be used only to pay as incurred and allowed costs which under generally accepted accounting principles are capital costs of the Improvements, and of such future acquisitions, reconstructions, improvements, betterments or extensions of the Utility as may be authorized in accordance with law; including but not limited to payments due for work and materials performed and delivered under construction contracts, architectural, engineering, inspection, supervision, fiscal and legal expenses, the cost of lands, easements and utility rights, interest accruing on Bond during the first year following the date of their delivery, if and to the extent that the Debt Service Account is not sufficient for payment of such interest, reimbursement of advances made from other Town funds, and all other expenses incurred in connection with the construction and financing of any such undertaking. To the Construction Account shall be credited as received all proceeds of the Bond, except amounts appropriated to the Debt Service Account under Section 4.04 and any amount to be deposited to the Reserve Account under Section 4.05, all other funds appropriated by the Town for the improvement of the Utility, and all income received from the claim with respect to the Utility received pursuant to Section 5.03 hereof shall be deposited in the Construction Account and applied to repair, replacement and restoration of the Utility; any proceeds in excess of the amount necessary for that purpose shall be transferred to the Debt Service Account. No amount shall be expended from the construction account unless contracts have been entered into and completion bonds furnished in an amount sufficient to ensure completion of the Improvements at a cost not exceeding the amount then on hand for such purpose.

4.04. Current Debt Service Account. An account to be designated as the 2020 Sewer Project Revenue Bond Current Debt Service Account ("Debt Service Account") is established. Upon each monthly apportionment, there shall be first set aside and credited to the Debt Service Account out of the Project Revenues an amount equal to not less than one-twelfth of the total sum of the principal and interest to become due within the then next succeeding twelve months on the Bond. Moneys from time to time held in the Debt Service Account shall be disbursed only to meet payments of principal and interest on Bond as such payments become due; provided, that on any date when the outstanding Bond is due or prepayable by their terms, if the

amount then on hand in the Debt Service Account, together with the balance then on hand in the Reserve Account, is sufficient, with other moneys available for the purpose, to pay the Bond and the interest accrued thereon in full, it may be used for that purpose. If any payment of principal or interest becomes due when moneys in the Debt Service Account are temporarily insufficient therefor, such payment shall be advanced out of any Project Revenues theretofore segregated and then on hand in the Reserve Account, the Replacement and Depreciation Account or the Surplus Account. In the event that sufficient moneys are not available from the aforementioned sources, the Town, to the extent it may at the time legally do so, may, but shall not be required to, temporarily advance moneys to the Debt Service Account from other funds of the Town on hand and legally available for the purpose, but any such advance shall be repaid from net revenues of the utility as defined by SDCL §9-40-17 within 24 months.

4.05. Reserve Account. An account to be designated as the 2020 Sewer Project Revenue Bond Future Debt Service Reserve Account ("Reserve Account") is established. On a monthly basis, the Town shall next deposit into the Reserve Account an amount which a year of monthly deposits will equal 10% of the maximum debt service due in any future calendar year. The deposits shall continue for ten years or until the balance is equal to the total maximum debt service due in any future calendar year. Said balance shall be maintained by such additional deposits to the Reserve Account as may be necessary. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully-funded amount is reached.

4.06. Replacement and Depreciation Account. An account to be designated as the 2020 Revenue Bond Contingency (Renewal and Replacement) Account ("Replacement and Depreciation Account") is established. There shall next be set aside and credited, upon each monthly apportionment, to the Replacement and Depreciation Account such portion of the Project Revenues, in excess of the current requirements of the Debt Service Account and the Reserve Account (which portion of the Project Revenues is referred to herein as "Surplus Project Revenues"), as the Town Board of Trustees shall determine to be required for the accumulation of a reasonable reserve for renewal of worn out, obsolete or damaged properties and equipment of the Utility, which reserve shall be accumulated and maintained. Moneys in this account shall be used only for the purposes above stated or, if so directed by the Town Board of Trustees, to redeem the Bond which is prepayable according to its terms, to pay principal or interest when due thereon as required in Section 4.04 hereof, or to pay the cost of improvements to the Utility. Surplus Project Revenues from time to time received may be segregated and paid into one or more separate and additional accounts from the payment of such bonds and interest thereon, in advance of payments required to be made into the Replacement and Depreciation Account.

4.07. Surplus Account. An account to be designated as the 2020 Sewer Project Revenue Bond Surplus Account ("Surplus Account") is established. Any amount of the Surplus Net Revenues from time to time remaining after the above required applications thereof shall be credited to the Surplus Account, and the moneys from time to time in that account, when not required to restore a current deficiency in the Debt Service Account as provided in Section 4.04 hereof, may only be retained or used to make prepayments on the Bond.

4.08. Accounting. The Town shall follow the municipal accounting requirements of the South Dakota Legislative Audit. The above named accounts may be designated in accordance with South Dakota municipal accounting standards.

4.09. Deposit and Investment of Funds. The Town Finance Officer shall cause all moneys to be deposited as provided in South Dakota Law and allowed by applicable federal regulations.

4.10. Optional Redemption.

The Bond is subject to optional redemption on any date at par plus accrued interest to date of redemption to refinance the unpaid balance, in whole or in part, of its Bond upon the request of the United States Department of Agriculture (the "Government") if at any time it shall appear to the Government that the Town is able to refinance its Bond by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as authorized by 7 CFR §1782.11. The Town may not have a "defeasance" as it is prohibited by 7 CFR §§ 1782.3 and 1782.16.

4.11. Defeasance and Additional Bonds. As permitted by SDCL 9-40-8 and SDCL 9-40-9, additional bonds payable from revenues and income of the system may be issued, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements provided the consent of the Government is obtained. The Town shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Bond. The Town may not defease the Bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the Utility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.

4.13. Prepayments and Extra Payments. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Town. Refunds, extra payments, and loan proceeds obtained from outside sources for the purpose of paying down the Government debt, shall, after payment of interest, be applied to the principal. Partial prepayment shall not affect the obligation of the Town to pay the remaining installments as scheduled.

4.14. The Bond is subject to all of the provisions and limitations of Loan Resolution RUS Bulletin 1780-27 (the "Loan Resolution"). Any provision in this resolution conflicting with Loan Resolution RUS Bulletin 1780-27 is null and void.

SECTION 5. Covenants, Remedies and Rates.

5.01. General. The Town covenants and agrees that until the Bond is fully discharged as provided in this Resolution, it will continue to hold, maintain and operate the Utility as a public utility and convenience, free from all liens thereon or on the income therefrom other than the liens herein granted or provided for, will observe prudent utility practices, and will maintain, expend and account for the Fund and the several accounts therein as provided in Section 4. The Town will cause the Improvement to be constructed in accordance with plans and specifications previously prepared and will not enter into contracts in excess of the amount provided for such purpose.

5.02. Competing Service. The Town will not establish or authorize the establishment of any other system for the public supply of service or services in competition with any or all of the services supplied by the facilities of the Utility.

5.03. Billings. The charges for sewer utility services will be billed at least monthly, and if the bill is not paid within sixty days of the date of billing, or if the customer fails to comply with all rules and regulations established for the Utility within sixty days after notice of violation thereof (which notice shall be given promptly upon discovery of any such violation), the service to the premises involved shall be discontinued and shall not be resumed until payment of all past-due bills for sewer utility service and compliance with all such rules and regulations. The Town may reduce the number of days before the service will be disconnected from sixty to any lesser number of days by ordinance or resolution. The Town shall take all appropriate legal action to collect the unpaid charges. The Town shall follow the procedures, if any, set by South Dakota Codified Laws for disconnection of service during the winter months.

5.04. Remedies. The holder of the Bond shall have such remedies as are set forth in

SDCL 9-40.

5.05. Rates and Charges. There shall be charged a monthly surcharge for the services provided by the improvement financed by the Bond. The surcharge shall be segregated from other revenues of the utility and shall be used for the payment of principal of and interest on the Bond. Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements. The rate herein specified will be collected as a surcharge for the Improvement. This surcharge shall remain in effect until such time as the Bond is paid in full or discharged. The initial surcharge shall be set by resolution. All users, current and future, shall be charged the surcharge for it has been found that all users benefit from the improvement. The surcharge is found to be equitable for the services provided by the Improvement. The amount of the surcharge shall be reviewed not less than annually and shall be modified in order to provide such funds as are set forth herein. All modifications may be made by resolution. No resolutions setting the surcharge shall be subject to referendum for they are necessary for the support of government.

5.06. Statutory Lien. There shall pursuant to SDCL 9-40-25 be a statutory mortgage lien upon the Improvements in favor of and for the equal benefit of the lawful holders of the Bond issued pursuant to SDCL 9-40, except no such lien shall attach to or become a charge upon or against any property or Utility or any part thereof previously owned by the Town. Until the Bond is fully paid with interest, the Town shall not sell or otherwise dispose of the Utility and shall not establish, authorize or grant a franchise for the operation of any other Utility in competition with the Town. The statutory lien shall continue until the Bond is paid in full.

5.07. Electronic Preauthorized Debit System. All payments of principal of and interest on the Bond shall be made through the electronic preauthorized debit system which will allow payments to be electronically debited from the Town's account on the day the payment is due.

5.08. Bond Anticipation Note. The Board of Trustees does hereby authorize the issuance and sale of a bond anticipation note in the manner and subject to the limitations set forth in SDCL §§ 6-8B-26 to 6-8B-29, inclusive. The President and Finance Officer are authorized to take such action as is necessary to issue the bond anticipation note.

The above and foregoing Resolution was read by Frederick Town Board and was moved for adoption by Troy Mallard seconded by Jeff Koters and upon roll call vote,

3 voted aye,
None voted nay,
whereupon the President declared the Resolution to be duly passed and adopted.

R.Scott Campbell
President
Attest:
Diane Bruns
Finance Officer
Adopted: June 10, 2020
Published: June 17, 2020
Effective Date: July 7, 2020

EXHIBIT A
Repair the lift station, add rip-rap to the lagoons and repair and/or replace sewer lines in the town of Frederick.
Published once at the total approximate cost of \$217.45.
19019

Frederick Town Legal Services Agreement

RESOLUTION APPROVING LEGAL SERVICES AGREEMENT
BE IT RESOLVED by the Town of Frederick that Meierhenry Sargent LLP be retained as bond counsel for the proposed Sewer Project Revenue Bond and that the President and Finance Officer are authorized to negotiate and execute the form of the Legal Services Agreement on file with the Town Finance Officer.

Motion by Jeff Koters seconded by Troy Millard.

Aye: R. Scott Campbell, Jeff Koters, Troy Millard
Nay: None.
Abstained:
R. Scott Campbell
President

Attest:
Diane Bruns
Finance Officer
(SEAL)
FORM OF LEGAL SERVICES AGREEMENT
FmHA Instruction 1942-A (Bond Counsel Agreement) (Guide 14)
UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
LEGAL SERVICES AGREEMENT

This agreement made this 10th day of June 2020 between THE TOWN OF FREDERICK, SOUTH DAKOTA hereinafter referred to as (the "Municipality"), and Todd Meierhenry, attorney at law, of Meierhenry Sargent LLP of 315 S. Phillips Ave., Sioux Falls, South Dakota, hereinafter referred to as "Attorney":

WHEREAS, the Municipality is intending to obtain a loan from the United States of America;

WHEREAS, the Municipality is intending to issue Sewer Project Revenue Bond under the provisions of SDCL 9-40-15 for the loan with the United States of America under such terms and conditions as are dictated by the Rural Utility Services.

WHEREAS, the Attorney agrees to perform all legal services necessary to give a bond opinion to the United States of America and to perform all other customary legal services necessary to the financing.

WITNESSETH:
That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES
That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

- examine applicable law; prepare the resolution or ordinance authorizing and securing the Bond and other authorizing documents;

- consult with the parties to the transaction prior to the issuance of the Bond; review certified proceedings;
- undertake such additional duties as are deemed necessary to render the opinion.

- render an opinion that:
 - the Issuer is duly created and validly existing as a body corporate and public instrumentality of the State of South Dakota with authority to adopt the Resolution, perform the agreements on its part contained therein and issue the Bond;
 - the Bond is a valid and binding special obligation of the Issuer;
 - the Bond has been duly authorized, executed and delivered by the Issuer and is a valid and binding special obligation of the Issuer, payable solely from the sources provided therefore in the Resolution;

SECTION B - COMPENSATION
The Municipality will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

- One Percent of the Bond Amount
Said fees to be payable in the following manner and at the following times:

- Upon receiving a completed transcript for the loan. If the loan does not close for any reason, there shall be no fee from Attorney.

SECTION C - OTHER PROVISIONS

None.
Todd Meierhenry
MEIERHENRY SARGENT LLP
TOWN OF FREDERICK,
SOUTH DAKOTA
R. Scott Campbell
President
Attest:
Diane Bruns
Finance Officer
(SEAL)
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Cheer someone up! Send a balloon!

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Brown County
June 9, 2020
General Meeting
 JUNE 9, 2020 – GENERAL MEETING
 Meeting called to order by Commission Chair Kippley at 8:45 A.M. in the Commission Chambers, Courthouse Annex, Brown County, SD. Present were Commissioners Feickert, Sutton, Wiese and Fjeldheim. Commissioner Fjeldheim led the Pledge of Allegiance.

MINUTES:
 Moved by Sutton seconded by Feickert to approve the general meeting minutes of June 2nd, 2020 and the Primary Election Canvass held June 5th, 2020. All members present voting aye. Motion carried.

CLAMS/PAYROLL:
 Moved by Fjeldheim seconded by Wiese to approve the following claims and payroll:

PAYROLL: Commission \$4,285.10; Elections \$2,165.01; Auditor \$8,720.99; Treasurer \$13,574.91; SA \$20,676.74; SVAWA \$1,193.49; Maintenance \$5,874.86; Assessor \$12,798.93; Register of Deeds \$8,983.39; VSO \$2,421.77; GIS \$2,387.50; IT \$7,846.33; HR \$2,173.85; Sheriff \$45,075.67; Jail \$53,935.42; Court Security \$5,761.16; JDC \$25,241.24; Welfare \$2,077.70; Museum \$7,340.47; Parks/Fairgrounds \$6,057.88; Fair Board \$4,951.05; 4-H \$737.76; Weed \$3,963.60; Planning & Zoning \$4,448.98; Highway \$47,809.44; Dispatch \$26,518.56; Emergency \$4,119.58; Teen Court \$749.41; JDAI \$1,596.93; 24/7 Sobriety \$594.31; Landfill \$13,613.50; Matching benefits: FICA @ \$20,669.88, Medicare @ \$4,834.09, Discovery HSA @ \$250.00.

CLAIMS: Professional Fees: A to Z World Languages \$80.00; AMG-Emergency \$26.56; Brick's TV & Appliance \$2,062.50; Clark Engineering \$6,515.94; GBR Interpreting & Translation \$360.00; Haar Law Office \$29.20; Helms & Assoc. \$1,129.95; Kennedy, Pier, Loftus, LLP \$194.00; Kuck Law Office \$34.60; LexisNexis \$150.00; Sanford Clinic \$390.33; Sanford Health \$996.15; Schneider Corp. \$2,700.00; SD Retirement System \$908.70; SD Secretary of State \$30.00; Publishing: Aberdeen American News \$4,492.38; Dakota Broadcasting \$549.00; Fordham Signs \$2,200.00; Hub City Radio \$300.00; Rentals: Ameripride \$330.56; Dakota Electronics \$781.59; Repairs & Maintenance: Aberdeen Auto Center \$32.90; Aberdeen Clean-All \$950.00; Artz Equip. \$30.40; Custom Sheet Metal \$238.00; DMI \$20,982.78; Farm Power Mfg. \$480.36; Farnam's \$60.95; Groton Ford \$105.22; Haar Plumbing & Heating \$59,222.95; House of Glass \$268.11; JGE \$1,150.00; Jensen Rock & Sand \$32,482.05; Little Falls Machine \$800.00; Olson's Pest Control \$320.00; Otis Elevator \$27,192.00; Pierson-Ford \$48.80; Pomp's Tire Service \$95.00; Productivity Plus \$3,780.18; RDO \$466.70; Sewer Duck \$515.00; Superior Jetting \$3,840.00; TranSource \$9,401.79; Vosika Fencing \$3,181.34; Walth Safety Service \$16.00; Supplies: Aberdeen, Auto Center \$61.00; AgTegra \$16,652.62; Artz Equip. \$95.66; Bakken Build Maint. \$500.00; Dawn Breedlove \$116.18; Butler Machinery \$1,541.50; Cartney Bearing \$182.80; Cash-Wa \$2,068.78; Crawford Trucks & Equip. \$1,609.86; Creative Product Sourcing \$87.70; DFP \$1,060.48; Dakota Oil \$4,471.75; DMI \$589.36; DSS Image Apparel \$96.50; Earthgrains \$385.20; East Side Jersey Dairy \$504.08; Farnam's

\$60.99; Fastenal \$1,333.14; FedEx \$71.61; Frontier Precision \$90.00; Heartland Paper \$307.36; Hedahl's Auto \$106.33; Herc-U-Lift \$325.72; Interstate Battery \$120.95; JGE \$1,118.50; Jensen Rock & Sand \$44,332.86; Kessler's \$77.76; Lang's \$40.95; Menards \$206.08; Midstates Printing \$335.35; Nelson Sales & Service \$8.73; Pantorium Cleaners \$70.00; Pomp's Tire Service \$724.97; Productivity Plus \$730.96; RDO \$917.17; Running's \$570.85; Satellite Tracking of People \$438.75; Share Corp. \$432.00; Specialty Mfg. \$220.00; TranSource \$1,150.46; Walth Safety Service \$990.95; Zastrow's Sales & Service \$83.73. Travel & Conf.: 3rd Millennium Classrooms \$120.00; Mark Milbrant (Imprest Fund) \$398.69. Utilities: Aberdeen City Treasurer \$920.52; Economy Propane \$549.13; Midcontinent \$248.03; NWPS \$10,008.04; Town of Frederick \$61.00. Machinery & Equip.: Little Falls Machine \$10,800.00. All members present voting aye. Motion carried.

HR REPORT:
 Moved by Feickert seconded by Sutton to approve the following HR Office Report, which includes the following personnel changes: Acknowledge termination of Tray Mercer, Brown County Highway Department, full-time, effective June 1, 2020. Acknowledge date of correction for resignation of Mark Wendt, Brown County Highway, full-time, effective June 11, 2020. Acknowledge mileage reports for April and May 2020. Personal miles driven in county vehicle to be taxed at \$0.575 per mile as follows: April 2020 Kendall Titze 102 miles @ \$58.65, John Florey 75.90 miles @ \$132, Dirk Rogers 798 miles @ \$458.85, Mike Scott 220 miles @ \$126.50. May 2020 Kendall Titze 114 miles @ \$65.55, John Florey 108 miles @ \$62.10, Dirk Rogers 722 miles @ \$415.15, Mike Scott 180 miles @ \$103.50.

All members present voting aye. Motion carried.

LEASES:
 Moved by Sutton, seconded by Fjeldheim to approve the following leases: Salvation Army for lease of parking lot east side of Expo Building and lease option renewal addendum for hay land at Richmond Youth Camp by Sheryl Erickson. All member present voting aye. Motion carried.

GRANT AMENDMENT – SD DENR 1ST AMENDMENT
 Moved by Feickert, seconded by Wiese to authorize chair sign first amendment to the Subgrant agreement between the South Dakota Department of Environment and Natural Resources (DENR) and Brown County for the Waste Tire Cleanup Project. The first amendment changes the amount of funding awarded to \$120,000 or 80% of the cost of the waste tire collection and disposal event, whichever is less. All members present voting aye. Motion carried.

LEGAL ASSIGNMENT:
 Moved by Fjeldheim, seconded by Sutton to authorize chair sign agreement to assign claim against an individual to Credit Collection Bureau for the purpose of collecting a lien. All members present voting aye. Motion carried.

BID OPENING – WASTE TIRE REMOVAL:
 Bid read, opened and considered as advertised. One bid received from Liberty Tire Recycling, LLC in the amount of 174.50 per ton. Moved by Fjeldheim, seconded by Sutton award bid to Liberty Tire Recycling. All members present voting aye. Motion carried.

BID AWARD- INFIELD DRAIN-

AGE:
 Sole modified bid submitted by Lien Transportation in the amount of \$84,675 without concrete pad. Moved by Sutton, seconded by Fjeldheim to award bid to Lien Transportation for the alternative proposal with no concrete pad in the amount of \$85,675. All members present voting aye. Motion carried.

BROWN COUNTY FAIR 2020:
 Brown County Fair Board gave recommendation to postpone the Brown County Fair one year. Concern for large group gathering during the Covid-19 Pandemic, community safety, volunteer commitment, entertainment commitment, and financial impact were discussed. No action taken. Discussion will continue at the June 16th county commission meeting.

EXECUTIVE SESSION:
 Moved by Sutton, seconded by Fjeldheim to go into executive session to discuss personnel per SDCL 1-25-2(1). All members present voting aye. Motion carried. The Chair declared the executive session closed with no action taken.

ADJOURNMENT:
 Moved by Feickert, seconded by Sutton to adjourn the Brown County Commission. All members present voting aye. Motion carried.

Cathy McNickle, Brown County Auditor
 Published once at the total approximate cost of \$76.40. 19021

Frederick School Bus Bid Notice

REQUEST FOR BIDS
 FREDERICK AREA SCHOOL DISTRICT

Sealed bids will be received by the Business Manager for the Board of Education, Frederick Area School District 6-2, Brown County, South Dakota, at the Business Office, Frederick Area School District, 202 E Main St, PO Box 486, Frederick, SD 57441 for one (1) 65-passenger bus. Must meet or exceed all specs on file in the business office. Such bids will be received until 2:00 P.M. on Monday, July 13, 2020.

Copies of the bidding documents are on file at the Business Manager's office at the above address and may be obtained at that office by bidders.

Bid proposals shall be submitted to the Board of Education in sealed envelopes clearly marked: "Bid for School Bus" to be opened July 13, 2020. Bids will be acted on at the July 13, 2020 school board meeting.

The Board of Education reserves the right to accept or reject any or all bids and to waive any irregularities therein.

FREDERICK AREA BOARD OF EDUCATION
 Frederick Area School District 6-2
 Janel Wagner
 Business Manager
 (0617.0624)
 Published twice at the total approximate cost of \$27.04. 19023

Frederick School Suburban For Sale

LEGAL NOTICE
 NOTICE OF CHEVROLET SUBURBAN SALE
 FREDERICK AREA SCHOOL DISTRICT NO. 6-2
 NOTICE IS HEREBY GIVEN THAT the Frederick Area School District No. 6-2 will be taking sealed bids for the 1999 Chevrolet Suburban. It has approximately 211,327 miles. Sealed bids will be due by July 13, 2020,

7:00 p.m. CST. Envelope must say "Suburban sealed bid". Mail bids to Frederick Area School District No. 6-2, C/O Suburban sealed bid, P.O. Box 486, Frederick, SD 57441. The school board has the right to refuse any or all bids. The bids will be opened at the July 13, 2020 regular monthly board meeting. Contact Superintendent, Mr. Jeff Koters at 605-329-2145 with questions.
 FREDERICK AREA BOARD OF EDUCATION
 Frederick Area School District 6-2
 Janel Wagner
 Business Manager
 (0617.0624)
 Published twice at the total approximate cost of \$21.74. 19024

Brown County
June 5, 2020
Canvass Election

JUNE 5, 2020 – CANVASS OF JUNE 2, 2020 COMBINED PRIMARY ELECTION

Brown County Commissioners Rachel Kippley, Dennis Feickert, Duane Sutton, and Mike Wiese; Aberdeen City Council Members Mark Remily (teleconference), Rob Ronayne, Josh Rife, Clint Rub, Dennis "Mike" Olson, Alan Johnson, David Bunsness (teleconference), and Travis Schaunaman; Aberdeen School Board Members Brian Sharp, Brad Olson, Mark Murphy, and Andrew Miller (teleconference) convened for purpose of canvassing the June 2, 2020 Combined Primary Election, as authorized by SDCL 12-20-36 at 9:00 a.m. on June 5, 2020 in the Courthouse Community Room, Courthouse Basement, Brown County, SD. City Finance Officer Karl Alberts and Deputy County Auditor Jeannette McClain were also present.

The Aberdeen City Council and Aberdeen School District approved the abstract of the votes cast within own minutes.

Moved by Sutton, seconded by Feickert to certify the following as a true abstract of the votes cast in the jurisdiction of Brown County/Aberdeen City/Aberdeen School District at the June 2, 2020 Combined Primary Election:

REP For United States Senator

Mike Rounds2523
 Scyller J. Borglum 668
 REP For United States Representative

Liz Marty May 648
 Dusty Johnson2538
 DEM For President

Bernie Sanders 422
 Joseph R. Biden2024
 For School Board Member Aberdeen Sch Dist 6-1 (elect three)

Kevin J. Burckhard3,237
 Aaron L. Schultz2,851
 Brian R. Sharp2,998
 Randy Evans1,511
 For City Council Member Aberdeen Ward NE

David Welling 345
 Tiffany Langer 422
 Dennis "Mike" Olson ... 384
 All members present voting aye. Motion carried

Moved by Feickert, seconded by Sutton to adjourn the Canvass Meeting for the June 2, 2020 Combined Primary Election. All members present voting aye. Motion carried.

Cathy McNickle, Brown County Auditor
 Published once at the total approximate cost of \$25.63. 19022



The best way to prevent illness is to avoid being exposed to the virus. Here are two things you can do to stay safe:

- 1. Practice good hygiene**
 - Wash hands often with soap & water for 20 seconds
 - Avoid touching your eyes, nose, & mouth with hands
 - Always cover your mouth & nose with a tissue or the inside of your elbow when you cough or sneeze
- 2. Disinfect frequently touched surfaces daily**
 - countertops & tables
 - doorknobs, light switches & handles
 - faucets, sinks & toilets

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COVID-19 Questions: 1-800-997-2880



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 8PM | CASINO FLOOR
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**State of S.D.
Sealey Name
Change**

STATE OF SOUTH DAKOTA
COUNTY OF BROWN
IN CIRCUIT COURT
FIFTH JUDICIAL CIRCUIT
IN THE MATTER OF THE
NAME CHANGE OF
DONAVAN GEORGE SEALEY,
a minor child.
06 CIV. 20-000216
NOTICE OF CONTINUED
HEARING ON PETITION
FOR CHANGE OF NAME
THE STATE OF SOUTH DAKOTA SENDS GREETINGS TO ALL:
NOTICE IS HEREBY GIVEN
that Hope D. Block has filed in
this Court a Petition requesting
an order changing the name of
her minor child, Donovan George
Sealey to Donovan George Block,
and that the originally scheduled
date of the 30th day of June,
2020, at 8:55 o'clock a.m., has
been continued and said hearing
will now be held on the 15th
day of July, 2020, at 9:00 o'clock
a.m., in the third floor east
courtroom of the Brown County
Courthouse in the City of Aberdeen,
South Dakota, which has been set
as the time and place when and
where said Petition will be heard.
You are referred to the Petition
on file with the Clerk of Courts
for further particulars.

Dated at Aberdeen, South Dakota,
this 15th day of June, 2020.

BANTZ, GOSCH & CREMER,
L.L.C.

/s/ Rory King
Attorneys for the Petitioner
Hope D. Block
305 Sixth Avenue S.E.
P.O. Box 970
Aberdeen, SD 57402-0970
(605) 225-2232
(605) 225-2497 – fax
rking@bantzlaw.com
(6617.0708)

Published four times at the
total approximate cost of \$62.17.
19025



The Groton Area Elementary Fence facing Broadway St. got a new look on Thursday. This photo by Alyssa Lord posted on the Groton Elementary PAC (Parent Advisory Committee) Facebook Page.

Groton Sales Tax Revenue rises

Groton City Sales Tax revenue increased by 7 percent according to state sales tax returns filed in May, compared to the same period last year. Retail sales increased by 13 percent which is the largest share of the revenue, making up 45 percent of the total sales tax revenue for the city.

Below is a summary of Groton's sales tax report for 2019, 2020 and the percentage change from last year to this year.

	May 2019	May 2020	Pct.
A Agriculture, Forestry, And Fishing	\$3,014.22	\$2,349.28	22%
C Construction	\$691.44	\$318.23	54%
D Manufacturing	\$241.38	\$363.84	50%
E Transportation, Communications, Electric, Gas, And Sanitary Services	\$10,532.29	\$9,777.52	7%
F Wholesale Trade	\$1,368.24	\$1,991.47	31%
G Retail Trade	\$21,930.95	\$25,325.80	13%
H Finance, Insurance, And Real Estate	\$36.55	\$239.89	645%
I Services	\$5,512.89	\$6,313.83	13%
Other	\$9.34	\$4.39	53%
TOTAL	\$43,337.30	\$46,684.25	7%



Flag pole coming to the park

The old flag pole at the elementary school is being proposed to be moved the Groton City Park. The circle above shows the proposed location of the flag pole. (Photo by Paul Kosel)



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someone up!
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Groton area



The Aberdeen Aquatics Team will be using the Groton Swimming Pool for training as no facilities are available in Aberdeen.



**Be smart and
safe outdoors.**

Take advantage of South Dakota's natural beauty and many recreational activities—but do it responsibly. Keep these things in mind when enjoying the outdoors:

- Stay close to home & limit activities to small family groups
- Choose a different location or time to visit if it's crowded
- Practice social distancing—stay 6 feet apart from others



[covid.sd.gov](https://www.covid.sd.gov)

COVID-19 Questions: 1-800-997-2880

The Life of Gregory Clocksene

Memorial services for Gregory Clocksene, 67, of Groton, were held Tuesday, June 16, 2020 at Paetznick-Garness Funeral Chapel, Groton. The Rev. Bill Duncan officiated. Inurnment followed in Sunset Memorial Gardens, Aberdeen under the direction of Paetznick-Garness Funeral Chapel.

Greg passed away June 10, 2020 at his home.

Gregory Kent was born November 16, 1952 in Webster to Darrell and Ella (Hubsch) Clocksene. He attended and graduated from Groton High School in 1971. Greg furthered his education at Lake Area Technical Institute where he studied Building Engineering, graduating in 1973. On June 19, 1976 he was united in marriage to Jeannie Buechler at Emmanuel Lutheran Church in Groton. Together they were blessed with four children. Greg farmed for many years south of Groton.

Greg was a member of Emmanuel Lutheran Church. He was active in the choir, church council and Luther League. Greg was also involved on the East Hanson Township Board and had coached baseball in Ferney. He enjoyed fishing and watching his favorite teams play; the Green Bay Packers and the Minnesota Twins. Greg loved spending time with his family, especially his grandchildren.

Celebrating his life is his wife, Jeannie of Groton, their children, Becky Clocksene of Groton, Brad (Amber) Clocksene of Central City, Nebraska, Brandon "BJ" (Alicia) Clocksene of Groton, Josh (Tanea) Clocksene of Jamestown, six grandchildren: Jaxon, Logan, Kira, Ella, Cowan and Dresden.

Preceding him in death were his parents.

Honorary Urn Bearers will be all of Greg's Grandchildren.



The Life of Diane Johnson

Diane Johnson, 74, passed away very peacefully on June 7, 2020, at her home in Groton surrounded by her family after a strong fight with cancer.

Betty "Diane" Wolery was born on June 5, 1946, in Havre, Montana, to Wayne and Betty (LaValley) Wolery. She was the first of 4 children. She grew up with her loving family on a ranch near Joplin, Montana, and graduated from Joplin High School in 1964 as the Valedictorian of her class. After graduation, she continued her education at the Medical Institute of Minnesota where she received a degree as a laboratory technician. She was also the Valedictorian of her lab tech class. While living in Minnesota, Diane met her good friend, Barb Morris. The friendship proved to be quite fruitful as Diane married Barb's brother, Roger. Diane had been invited to the Johnson farm for the Easter holiday. Diane and Barb arrived via train in Aberdeen that year. Roger was given the job of picking them up at the station that evening and here the next chapter of her life began. Diane completed her internship in Rochester, MN. She married Roger on February 26th, 1967, in Joplin, Montana. They began their married life on the Johnson farm north of Groton, SD, and were blessed with 3 children: Shane, Darcy, and Matt. She worked at the Webster and Britton hospitals until the decision was made to stay home and raise the children. Over the years, she worked at Kolb Egg Company, Dakota Quilts, and also owned/ operated a ceramic shop in Claremont and Signs N More in Groton. Prior to her health declining, Diane was an associate at Wal-Mart. Through all the years on the farm, Diane was Roger's right-hand man- helping with the crops, cattle, custom crop spraying business, and gravel business.



Diane was a member of Augustana Lutheran Church, rural Claremont, before transferring to Emmanuel Lutheran in Groton. She was active in Bible study and the Women's Circle. Diane loved gardening and her flower beds, crafting of all kinds and was one of the founders of the Groton Booster Club. She loved traveling through the years with Roger, attending the grandchildren's events, spending any time with family. Diane was able to spend time with all her kids, grandkids and great grandchildren her last week of life. The babies could always put a smile on her face, even on the gloomiest of days.

The family would like to extend a sincere thank you to the amazing staff of Prairie Heights (Manor Care) who always treated Diane as family during her numerous rehab stays through the years and the loving staff from Avera Hospice who were able to provide support to her and the family during her final days.

Celebrating her life is her husband, Roger, of Groton; children, Shane Johnson (Angie Sombke) of Claremont, Darcy Albrecht (Patrick Cavanaugh) of Aberdeen, Matt (Tanya) Johnson of Groton, her grandchildren: Samantha (Corey) Bachmeier, of Aberdeen, Shanine Anya (Jamie Morris) of Claremont, Marqelle Albrecht (Michael Reid) of Mapleton, ND, Jade (Mikia) Albrecht, of West Fargo, ND, Maycee (Tyler) Hatzenbeller, of Aberdeen, Jeric Albrecht (Hailey Elsen) of Rapid City, Peyton, Trey, Aeydon, and Deylon Johnson, of Groton. Diane is also survived by her great-grandchildren: Oliver Anya, Jace, Hudson & Taya Morris, Julian Bachmeier, Vaela Albrecht, and Regis Hatzenbeller, her siblings, Ken (Nyda) Wolery of Billings, Montana, Paul (Nancy) Wolery of Inverness, Montana, and Helen (Scott) Turner of Portland, Oregon, her sisters-in-law Diana Ehrenberg of Rapid City and Barb Morris of Britton, and many nieces and nephews.

Preceding her in death were her parents, Wayne and Betty, in-laws, Lambert and Florence Johnson, brother-in laws, Bill Ehrenberg and Dick Morris.

Services for Diane were held Saturday, June 13th, at Paetznick-Garness Funeral Chapel, Groton. The message will be delivered by

her granddaughter, Marqelle Albrecht. Burial will follow at a later date in Sunset Memorial Gardens, Aberdeen.



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See Chalkboard on page 6 for details



USDA Choice Demkota Boneless Ribeye Steak
10 Oz.
\$9.99 Each



Jumbo California Cantaloupe
\$1.99 Each



Pepsi, Diet Pepsi or Mt. Dew
4/\$10
6 Pack .5 Ltr. Bottles



Maxwell House Original Coffee
Sale Price \$4.99
-\$1.00 Digital Coupon
Net Price \$3.99
30.6 Oz. Can



Circus Wings BBQ Sauce
\$2.99
20 Oz. Bottle



Hunt's Squeeze Ketchup
99¢
20 Oz. Bottle



Ken's Gourmet Coffee
Gourmet Assorted Grilling Sauces \$2.00 OFF
Drink Of The Week! German Chocolate Cake Frappe 50¢ OFF



APP DEAL OF THE WEEK
SAVE \$1.50
Ball Park **Hamburger or Coney Buns**
8 Ct. Pkg.
YOUR FINAL PRICE 49¢
w/ \$10 PURCHASE AND KEN'S APP
Limit 1 per customer, requires \$10 additional purchase and use of Ken's App

This Week's Super Buys

Meat
Smithfield Marinated Pork Loin Fillets
18.4-27.2 Oz. Pkg.
\$4.99 Each

Dairy
Cass Clay Cottage Cheese
22 Oz. Ctn.
\$1.99

Frozen
Pizza Corner 13" Pizza
2/\$10

Liquor
Miller Lite
1.5 Pk. 16 Oz. Aluminum Cans
\$13.99

Household
Solo Plastic Grip Cups
30 Ct. 18 Oz. Pkg.
\$3.49

Bakery
Texas Toast
\$2.99
Loaf

Deli
Mrs. Gerry's Deli Fresh Macaroni Salad
\$2.69
Per Lb.



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4th Annual SUMMER FEST
9am-4pm Sunday, July 12, 2020
Groton City Park Groton, SD Lions Club