

AGENDA
Codington County Board of Commissioners
Codington County Court House, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, April 16, 2024

1. Pledge of Allegiance
2. Call for public comment. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297
3. Conflict of interest items
4. Action to approve the April 16, 2024, agenda
5. Action to approve the April 9, 2024, minutes of the Board of Codington County Commissioners
6. Closing audit comments and action to sign the County's letter of representation for said audit
7. Monthly Reports
 - a. Facility Manager
 - b. Community Health Nurse
8. Discussion/possible action to accept quote for either ERV Core or ERV complete unit replacement for Courthouse
9. Discussion/possible action to eliminate year out camping reservations for Memorial Park
10. Discussion/possible action to enact a burn ban resolution
11. Action to approve County and Consolidated Board of Equalization minutes
12. Note payments for nameplate capacity and production tax for three wind energy projects
13. Note no Commissioners meeting on the 5th Tuesday of April (April 30th) per previously adopted policy
14. Action to approve abatement applications
15. Action to approve claims for payment
16. Action to approve automatic budget supplements
17. Action to approve personnel changes
18. Action to approve travel requests
19. Public Notices – a possible quorum of Commissioners could be in attendance at:
20. Old Business
21. New Business
22. Open
 - a. Public Comments

b. Commission Comments

23. Action to enter into Executive session per SDCL 1-25-2

- (1) Discussion of personnel issues**
- (2) Consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters**
- (3) Preparing for contract negotiations with employees or employee's representatives**
- (4) Discussing information listed in SDCL 1-27-1.5 (8) and 1-27-1.5 (17) (safety or disaster)**

24. Action to adjourn upon completion of agenda items

Codington County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of service.

**Official Proceedings
County of Codington
Codington County Court House
14 1st Ave SE
Watertown, SD 57201**

April 9, 2024

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, April 9, 2024, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Randall Schweer; Chair Schweer, presiding. The pledge of allegiance was led by Commissioner Schweer.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair Schweer called for public comments to be taken up during the open portion of the meeting; none were offered. There were no conflict-of-interest items to note.

AGENDA APPROVED

Motion by VanDusen, second by Gabel, to approve the agenda for April 9, 2024, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of April 2, 2024; all voted aye; motion carried.

TAX DEED PROPERTY RE-CONVEYANCE RESOLUTION

Treasurer, Carol Maloney, provided to the Board a resolution providing for the re-conveyance of property taken by tax deed proceedings. Property owner, Christine Carpenter, who has requested the re-conveyance of her property, was also present for this action.

Motion by Gabel, second by VanDusen, to approve Resolution 2024-09; all voted aye; motion carried.

RESOLUTION 2024-09

WHEREAS, it appearing to the satisfaction of the Commissioners of Codington County that a Tax Deed currently held by the County was taken on the following described real estate:

The West 60 Feet of Lot No. 2, in Block No. 5, Mayfair Addition to Watertown, located in Codington County, South Dakota, and is according to the recorded plat.

WHEREAS, the record owner of the above-described real estate held by Codington County under tax deed desires a reconveyance of the property pursuant to the provisions of SDCL sections 10-25-41, 10-25-42 and 10-25-43; and

WHEREAS, it further appearing to the satisfaction of the Codington County Commission that taxes, filing fee, insurance, publishing and all other costs associated with the reconveyance in the amount of \$7,021.94, will be deposited with the Codington County Treasurer prior to 4:00 p.m. on April 9, 2024. If said taxes, penalty, interest, filing fee, insurance, publishing costs along with all other fees and costs required for the reconveyance are not paid to the Treasurer by the deadline indicated above, this Resolution shall become null and void and the property shall remain in the name of Codington County.

NOW THEREFORE BE IT RESOLVED, by the Codington County Commission, that consistent with the terms of this Resolution, the Codington County Commission hereby authorizes reconveyance of the above-described property and further authorizes the Treasurer of Codington County to execute a Quit Claim Deed transferring the interest of Codington County, South Dakota, back to the record owner of said property, Christine Carpenter. This Resolution shall be published in the regular minutes of the Commission meeting and said reconveyance shall be made only after the time for appealing from this Resolution has expired.

Dated this 9th day of April 2024

Randall Schweer, Chair
Codington County Board of Commissioners

ATTEST:

Brenda Hanten
Codington County Auditor

MONTHLY REPORTS

Auditor, Brenda Hanten, updated the Board: the 2024 Primary ballots are created and working on getting the order completed with early voting beginning April 19, 2024, working on getting precinct workers with the countywide election for the June 2024 Primary election, 2024 budget worksheets have been sent out to all the offices for budget preparation, introduced new employee in the Auditor and Community Service Office, Morgan Cunningham. **Director of Equalization, Shawna Constant**, reported – County and Consolidated Board hearings will take place this afternoon and this evening, as previously advertised, which completes the 2024 assessments and after any changes that need to be done all the information is sent into the Dept. of Revenue for them to finalize the 2024 assessment year; starting to work on the 2025, working on new plats and splits; and the appraisers will be starting on the summer reappraisal field work probably by the end of this month with the weather being good, in the Townships of: Phipps, Graceland and Henry, and then this summer will complete the County re-appraisal, we have started this in 2018 and has taken 6 years being they had to take one year off due to COVID, so basically 5 years to complete the whole County, then they will be starting in town or at the lake. **Community Service Director, Sara Foust**, updated the Board: 24 unique individuals were served in March; CARES/ERA - \$2750.00 was received for administrative fees; the IMPACT (Individuals Making Positive Actions Can Thrive)/ Community Health Worker – reimbursed in March - \$5,893.96 from the grant; Medicaid Reimbursement - \$1,589.07, currently have 17 clients enrolled in IMPACT and 27 additional active clients; Kari is going to the jail weekly with a list of 5-10 clients to see, thank you to Matt and the jail staff for helping with this; Return on Investment story from the Community Health Worker of South Dakota; Community Service Office – Morgan started last week and is getting oriented; SDACWO spring conference was last week, will remain as President for the next year; will be taking vacation in June; attending the Reaching Rural conference the end of April; Systems of Care/Strategic Planning – Housing – planning a strategic planning meeting in June, have identified who will be attending and will be sending invites to that meeting this week; Community Action Team – doing a needs assessment in the next few months; Childcare Grant – planning a Town Hall meeting in May so details will be coming out in the next few weeks; updating the Early Learner Contract, which has previously been approved by the Board but needed to make some changes to it and it should be ready by the end of this week, have reviewed it with the State’s Attorney and has approved everything and are finalizing the partnerships with the contract; attend the Collective Impact Conference, which is a virtual conference and am requesting to take the training off-site. **Highway Superintendent, Rick Hartley**, updated the Board: the guys have been busy with crack sealing, cutting trees in the right of way and hauled rock into the Watertown yard; the mower tractors are ready for spring work; next week or maybe the end of this week, depending on the weather, they will start disking and pulling shoulders on gravel roads; picked up the new dump truck on April 2nd that was ordered in 2022 and will be delivering it to Fargo to have the hoist box installed, as budgeted, hopefully will be

Codington County, 9 April 2024

able to use the dump truck the next couple of months; the funding for rip rap that we put in for on two bridges, 15-268-139 on County Road 3, 463rd Ave, north of Hwy. 212 and 15-159-100 on County Road 6, 164th St., west of the Casino, both projects were denied, we will put in for them again when the funding becomes available; we did receive funding for a bridge on County Road 11, 455th Ave., approximately 8 tenths of a mile north of State Hwy 20 going to South Shore; members from Banner Associates and I met with landowners about the re-construction project on County Road 20, 176th St., south of Watertown, between State Hwy. 81 and County Road 11, a 2 mile stretch that is scheduled to be regraded this summer; the meeting went well and the landowners come up with a few suggestions about the approaches, this project should go to bid in May, to be completed around November 1st and then next year it will get asphalt; had the Superintendent Short Course Conference in the middle of March with 53 superintendents that were able to attend; there are still 3 or 4 superintendent positions that are open, had good speakers, good sessions from the DOT spoke about right-of-way and RAIF funding, LTAP, other topics were gravel and material and striping; 31st street, received an email on March 26, from Cody Axlund with the South Dakota Dept. of Transportation, informing Codington County that the culverts in Elmira Township, on 31st Street will be put on the bridge inspection list for 2024 and now belong to the Codington County Highway Department; the cement barriers have been ordered and it will be 2-3 weeks before they will be done.

OFF-SITE TRAINING

Motion by Gabel, Second by VanDusen, to approve the Community Service Office Director to participate in training that will occur off site from the office. Community Service Office Director, Sara Foust, also advised the Board that the cost for the training will be covered by the grant and there is no cost to the County; all voted aye; motion carried.

NATIONAL WORK ZONE AWARENESS WEEK PROCLAMATION

Motion by Gabel, second by Waterman, to authorize the Chair to sign a National Work Zone Awareness Week Proclamation, Highway Supt., Rick Hartley, presented the proclamation to the Board and Commissioner VanDusen read it; all voted aye; motion carried.

**PROCLAMATION
NATIONAL WORK ZONE AWARENESS WEEK APRIL 15-19, 2024**

WHEREAS, National Work Zone Awareness Week (NWZAW) is an annual spring safety campaign held at the start of construction season to raise public awareness for work zones and those who work in them; and

WHEREAS, National Work Zone Awareness Week 2024 is taking place April 15-19 to encourage safe driving through work zones; and

WHEREAS, the 2024 National Work Zone Awareness Week theme is "Work Zones are temporary. Actions behind the wheel can last forever"; and

WHEREAS, motorists are encouraged to slow down to posted speed limits, eliminate distractions while driving, and be watchful for roadway workers, their equipment, and vehicles on the side of the road in work zones; and

WHEREAS, according to the National Work Zone Safety Information Clearinghouse, in 2021, there were 874 fatal crashes and 956 fatalities in U.S. work zones; and

WHEREAS, Codington County is dedicated to advocating for safe driving and maintaining work zone safety for both the road worker and the traveling public; and

Now Therefore Be It Resolved, that the Codington County Board of Commissioners declares the week of April 15 through April 19, 2024 to be National Work Zone Awareness Week in Codington County, and encourage caution in work zones for the safety of all.

Dated this ____ day of _____, 2024

APPROVED BY THE COMMISSION

Chairman

Attest:

Auditor

BURN BAN

The Board decided there was no need to enact a burn ban at this time and to leave it on as an agenda item. The Board had a discussion about possibly changing the way to enact and lifting a burn ban.

JAIL DESIGN SERVICES

Motion by Gabel, second by VanDusen, to authorize the Chair to sign contract with Architecture Incorporated for jail design services. Commissioner Gabel, informed the Board that Tegra has gone over and negotiated this contract along with the State’s Attorney looking at the key parts on arbitration and liability, the cost of \$40,000.00 for Architect Inc/HDR plus \$800.00/person per trip, with a possible need for 5 trips; along with a hypothetical cost estimate if the vote passes; a kick-off meeting was held on Friday, April 5, 2024, meeting with the architects to go through the details of what needs to go into a potential building with most of the discussion between the architect and Sheriff, Brad Howell, and Chief Correctional Officer, Matt Blackwelder; all voted aye; motion carried.

FIREWORKS SHOW PERMIT

Motion by VanDusen, second by Gabel, to approve the following fireworks show permit: Jared J. Birk, person discharging, location 46345 166th Street, July 12, 2024; all voted aye; motion carried. The Board noted that in the event a County ban on open burning is in place on the date requested, this permit will become null and void.

AUDITOR’S ACCT. W/TREASURER AND REGISTER OF DEEDS FEES

Motion by Gabel, second by VanDusen, to approve the Auditor’s Account of the cash and cash items in the hands of the County Treasurer as of the last business day of February, 2024, all present voted aye; motion carried.

Cash on hand	\$ 5,113.75
Checks in Treasurers’ possession	
less than 3 days	\$ 130,792.21
Credit Card Charge	\$ 4,888.85
Cash Items	\$ 2,076.12
TOTAL CASH ASSETS ON HAND	\$ 142,870.93
RECONCILED CHECKING	
Reliabank (Memorial Park)	\$ 1,000.00
Reliabank Dakota	\$ 32,922,160.64
INVESTMENTS	
SD Public Funds Investment	\$ 1,025.22
TOTAL CASH ASSETS	\$33,067,056.79
General Ledger Cash Balance by Funds	
General	\$20,536,528.53
General restricted cash	\$ 500,000.00
Sp. Revenue	\$ 9,505,703.48
Custodial	\$ 2,524,824.78

(schools \$1,233,479.21, townships \$72,009.54; city/towns \$568,601.53)
TOTAL GENERAL LEDGER CASH **\$33,067,056.79**

The Board noted Register of Deeds fees, in the amount of \$16,104.90 were collected in the month of March, 2024.

CLAIMS

Motion by VanDusen, second by Gabel, to approve for payment the following list of claims; all voted aye; motion carried.

605 PROPERTY SOLUTIONS, LLC 1036.00 RENT, A-OX WELDING 445.62 SUPPLIES, ACCREDITATION, AUDIT AND 330.00 SVC, A&B BUSINESS SOLUTIONS 28.76 MAINT, ADVANCED CORRECTIONAL 19285.61 SVC, ANGELA HYDE 950.00 SVC, ALCOHOL MONITORING SYSTEMS 642.50 SVC, AMENDT RENTALS 700.00 RENT, AMERICINN 100.00 TRAV, AP AUTO PROS 485.10 EQUIP, AUSTIN LAW OFFICES 28752.24 SVC, AUTO VALUE 4.99 SUPPLIES, AXON ENTERPRISE, INC 990.00 TRAIN, HALLY BACH 17.14 JURY, KEVIN BACH 63.26 JURY, BANNER ASSOCIATES, INC 22090.50 REPAIRS/MAINT., BANNER ASSOCIATES, INC 21077.25 SVC, THOMAS BARRETT 15.10 JURY, BATTERIES UNLIMITED 76.00 MAINT, BEACON CENTER 1000.00 PMT, JOHN BEASLEY 53.06 JURY, JAMES BELFORD 11.02 JURY, DARREN BESKOW 25.30 JURY, BIERSCHBACH EQUIPMENT 219.00 REPAIRS/MAINT., MATTHEW BLACKWELDER 80.00 REIMBURSE, BLUE LIGHT INVESTIGATIONS LLC 1401.34 SVC, BLUEPEAK 79.99 UTILITIES, BLUEPEAK 101.99 UTIL, STEPHANIE BOEHNKE 27.34 JURY, BORNS GROUP 10021.77 POST, PATRICIA BOYD 11.02 JURY, BOYS & GIRLS CLUB 8333.34 PMT, SHAD BRADBERRY 384.48 JURY, BRATLAND LAW 24877.50 SVC, BRIAN'S GLASS & DOOR, INC. 275.00 REP, BROOKINGS COUNTY SHERIFF 85.90 SVC, PHILLIP BRUGGER 400.80 JURY, SARAH BUCKLIN 12.04 JURY, PATTI BULLER 12.04 JURY, JASON BURNS 10.00 JURY, BUTLER MACHINERY 78.62 REPAIRS/MAINT., LENNON CAMERON 15.10 JURY, JEFF CASE 25.00 CELL, CHILD'S VOICE ROUTE #6361 255.00 SVC, MANDY CLAUSEN 12.04 JURY, CODINGTON-CLARK ELECTRIC COOPE 35.53 SUPPLIES, CODINGTON COUNTY SHERIFF 952.10 SVC, CODINGTON TREASURER PETTY CASH 69.95 REIMB, COKO PROPERTIES 250.00 RENT, COLE PAPERS, INC. 3799.95 SUP, COMPASS COUNSELING 2250.00 SVC, CONFIDENTIAL INVESTIGATIVE SVC 12387.25 SVC, CONSOLIDATED CORRECTIONAL 12989.11 SUP, C&R FIRE SUPPRESSION 70.40 MAINT, CREDIT COLLECTIONS BUREAU 937.28 PMT, CREDIT COLLECTIONS BUREAU 273.35 PMT, CRESCENT ELECTRIC SUPPLY COMPA 32.65 SUPPLIES, CRESCENT ELECTRIC SUPPLY CO. 31.57 REP, LISA CRUME 15.10 JURY, CULLIGAN WATER CONDITIONING 248.25 SUP, BLAKE DAHLE 376.32 JURY, DAKOTA SUPPLY GROUP 3190.89 SUP, MATTHEW DARGATZ 25.00 CELL, DATAPILOT, INC 3440.00 EQUIP, DECASTRO LAW OFFICE, PLLC 5347.30 SVC, ANDREW DELGADO 60.00 TRAV, DOLAN CONSULTING GROUP, LLC 1492.50 TRAV, JAMIE DOLEN 25.00 CELL, CAROL DUNN 55.10 JURY, JOSEPH DUPONT 52.04 JURY, JEANINE EIDE 50.00 JURY, EIGHT TEN PROPERTIES, LLC 1740.00 RENT, ELITE FORENSIC SERVICES 8034.80 SVC, KEVIN ELMORE 564.00 JURY, JASON ENGELHART 20.00 REF, LEE ENGELHART 11.02 JURY, ENGELSTAD ELECTRIC CO. 183.88 REP, MARIA ESCAMILLA 90.00 PMT, RANDALL G. FALVEY 25.00 CELL, DANIEL P FELDHAUS REPORTING 18.00 SVC, JAN FEY 14.08 JURY, TOWN OF FLORENCE 80.85 UTILITIES, FLUENT IMS 1360.00 SUP, FOX LAW FIRM, PLLC 162.14 SVC, WENDY FRENCH 51.02 JURY, CHRISTOPHER FRYER 53.06 JURY, MARK FULTZ 11.02 JURY, MICHELLE GAIKOWSKI 34.30 SVC, GALLS, LLC 805.41 MISC, GIGFIRE 70.58 UTIL, GLOCK PROFESSIONAL, INC 1000.00 TRAV, GOLDSTAR PRODUCTS INC 677.19 SUP, JAMES GOWER 3800.00 RENT, GRAINGER 28.08 SUPPLIES, GRAINGER 109.20 MAINT, GREAT AMERICA FINANCIAL SVC 639.38 RENT, GREEN, ROBY, OVIATT, 12461.90 SVC, GUARDIAN ALLIANCE TECHNOLOGIES 750.00 MAIN, EMILY HAGEN 66.32 JURY, ALICIA HAICH 51.02 JURY, JUSTIN HALAJIAN 40.00 CELL, SARAH HANSEN 12.04 JURY, DYLAN HANTEN 23.26 JURY, RICK HARTLEY 40.00 CELL, RON HARTLEY 25.00 CELL, HARTWIG HEATING 540.00 REP, DAVID HEDDING 25.00 CELL, JAMES HEDGES 25.00 CELL, HELSPER, MCCARTY & RASMUSSEN 17976.49 SVC, JAY HENMAN 12.04 JURY, MANUEL HERNANDEZ 10.00 REF, HILLYARD/SIOUX FALLS 825.44

SUP, LUCAS HOFTIEZER 5300.00 RENT, JEREMY HOPEWELL 57.14 JURY, HUMAN SERVICE AGENCY 537.50 PMT, HYVEE #1871 ACCTS RECEIVABLE 289.45 SUP, I STATE TRUCK CENTER 130209.16 SUPPLIES, IMEG 5625.00 REPAIRS/MAINT., INTEGRATED TECH & SECURITY 1333.92 MAINT, INTERLAKES COMMUNITY ACTION 1727.00 SVC, JEFFERSON PARTNERS LP 63.98 TRAV, JOHNSON CONTROLS, INC. 296812.50 PMT, MARC JOHNSON 12.04 JURY, SAMUEL JOHNSON 53.06 JURY, JURGENS PRINTING 431.00 SUP, MITCHELL KALLHOFF 25.00 CELL, MARK KATTERHAGEN 15.00 SVC, DEBRA KELLER 76.52 JURY, FRANKLIN KENNEDY 12.04 JURY, KENNEDY PIER LOFTUS & REYNOLDS 598.00 SVC, RICHARD KOHN 25.00 CELL, CHAD KOISTINEN 52.04 JURY, KOLETZKY LAW OFFICE 164.50 SVC, ERIK KOSAK 25.00 CELL, TORIE KRICK 11.02 JURY, DARLENE KRUSE 55.10 JURY, JAY KUDRNA 368.16 JURY, LAKE AREA DOOR 11.00 SUPPLIES, RUSSELL LARKINS 376.32 JURY, J.H. LARSON COMPANY 31.95 MAINT, LAWSON PRODUCTS, INC 255.00 SUPPLIES, DEBRA LETOURNEAU 36.52 JURY, LEWIS & CLARK BHS 852.00 SVC, LINCOLN CO TREASURER 2195.34 SVC, THE LODGE AT DEADWOOD 315.00 TRAVEL & CONF., JODI LOEHRER 282.03 TRAV, DAVID LOWE 57.14 JURY, ADELA MAAG 11.02 JURY, MAAG PROPERTIES, LLC 1375.00 RENT, CAPITOL ONE TRADE CREDIT 89.55 SUPPLIES, MACKSTEEL WAREHOUSE, INC. 570.27 SUPPLIES, MASTERS TELECOM LLC 273.89 UTIL, MAXWELL FOOD EQUIPMENT 92.11 SUP, LES MCELHANEY PROPERTIES 5000.00 RENT, MCKESSON MEDICAL SURGICAL 64.07 SUP, MENARDS 542.23 SUP, MENARDS 83.46 SUPPLIES, JEANNE MEYER 11.02 JURY, MIDCONTINENT COMMUNICATIONS 261.55 UTIL, DEREK MILLER 13.06 JURY, KEITH MILLER 13.06 JURY, KLAYTON MILLER 25.00 CELL, M&M INVESTING, LLC 7000.00 RENT, MOBIMEDICAL MANUFACTURING 1883.00 SUP, MARK MOFFATT 12.04 JURY, MOODY COUNTY SHERIFF 20.00 SVC, SAMUEL MOONEY 12.04 JURY, DONDRA MORRIS 12.04 JURY, CODY MULHOLLAND 13.06 JURY, MULTI BUSINESS SOLUTIONS INC 3520.00 SVC, MUNICIPAL UTILITIES 5884.71 UTIL, MUNICIPAL UTILITIES 6361.86 UTIL, MUNICIPAL UTILITIES 3111.89 PMT, MUNICIPAL UTILITIES 1098.86 UTILITIES, MUTH ELECTRIC 289.28 REP, NAPA CENTRAL 291.18 SUPPLIES, NARTEC, INC 188.51 SUP, NASRO 50.00 DUES, NATIONAL SHERIFF'S ASSOCIATION 250.00 DUES, LAW OFFICE OF JENNIFER NELSON 6146.70 SVC, JESSE NELSON 12.04 JURY, CHRISTINE NESS 52.04 JURY, NEWMAN TRAFFIC SIGNS 291.18 SUPPLIES, SHAWN NILLS 120.00 MISC, JASON NORGAARD 12.04 JURY, NORTHWESTERN ENERGY 527.13 UTILITIES, RUSSELL NURNBERG 368.16 JURY, NYBERG'S ACE 19.98 SUPPLIES, JANELLE NYGAARD 14.08 JURY, ODNEY 719.88 SVC, OFFICE PEEPS, INC. 5805.79 SUP, OTTERTAIL POWER CO, 51.57 UTILITIES, NICOLE PAHL 12.04 JURY, MICHELLE PEDERSON 40.00 CELL, PENNINGTON COUNTY JAIL 138.41 TRAV, BENJAMIN PETERSEN 16.12 JURY, PITNEY BOWES 210.00 RENT, POMP'S TIRE SERVICE, INC. 31.80 REPAIRS/MAINT., PPWIX WEBSITE SERVICES 37.50 SVC, PRAIRIE LAKES HEALTH CARE CENT 4539.16 SVC, PRINT 'EM NOW 125.00 SUP, PRINT EM NOW 521.00 SUPPLIES, PRO LINE, INC. 175.73 REPAIRS/MAINT., RAMKOTA HOTEL 156.00 TRAV, RAMKOTA HOTEL 1157.88 WIT, ANJALI A RANADIVE 14146.68 SVC, REDWOOD TOXICOLOGY LABORATORY 1969.89 SUP, REBECCA MORLOCK REEVES 40.00 CELL, EVAN RIEBER 15.10 JURY, ROBYN RITER 25.00 CELL, SHAHARA ROE 12.04 JURY, WILLIAM ROHRBACH 13.06 JURY, DAWN ROLLA 10.00 REF, MATTHEW ROLLA 13.06 JURY, RON'S SAW SHOP 311.99 SUPPLIES, HAROLD ROUNDS 25.00 CELL, RICHARD RUCKDASCHEL 51.02 JURY, DAWN RUSSELL 1066.60 SVC, SAGE PROJECT CONSULTANTS 1372.50 SVC, BILL SCHAEFFER 15.00 SVC, DAVID SCHMIDT 16.12 JURY, ALYSSA SCHNEIDER 15.10 JURY, BRAD SCHWINGER 25.00 CELL, SD ATTORNEY GENERAL'S OFFICE 4267.00 PMT, SD DEPARTMENT OF HEALTH 6343.00 SVC, SOUTH DAKOTA DEPT. OF TRANSPOR 5458.65 REPAIRS/MAINT., S.D. FEDERAL PROPERTY 2797.25 SUP, SOUTH DAKOTA FEDERAL PROPERTY 46.75 SUPPLIES, SD LAW REVIEW 35.00 PMT, SD STATE TREASURER 626512.21 MARCH REMITTANCE, SD ASSOCIATION OF COUNTY HIGHW 100.00 TRAVEL & CONF., SDACO 466.00 PMT, SDN COMMUNICATIONS 1363.51 UTIL, SDPAA 1627.54 INS, SDPAA 117838.94 INS, SDWA BAY MHP, LLC 3097.41 RENT, MELISSA SEARS 40.00 CELL, HEIDI SELCHERT 40.00 CELL, SIGNPRO 265.50 SUP, SIOUX RURAL WATER SYSTEM 59.70 UTILITIES, SIOUX VALLEY COOP 6294.16 SUPPLIES, SOCIA LAW, PC 9206.27 SVC, LYNN SOLBERG 40.00 CELL, HEATHER SPECHT 376.94 SVC, RAMONA ST JOHN 100.40 WIT, STEVE STAILKE 25.00 CELL, STAR LAUNDRY 2076.33 SUP, STAR LAUNDRY

133.62 SUPPLIES, BRUCE STAUFER 449.76 JURY, CHAD STEINER 11.02 JURY, DANIEL STERNHAGEN 13.06 JURY, KATHLEEN STRICKER 51.02 JURY, SCOTT SWANSON 25.00 CELL, TOM SWEET 12.04 JURY, TANGO TANGO 1615.00 MAINT, RAYMOND TESCH 400.80 JURY, ABIGAIL THOMAS 11.02 JURY, THOMSON REUTERS-WEST 668.20 SVC, PAMELA TODD-LEE 13.06 JURY, NATASHA TORGERSON 16.12 JURY, DOUGLAS D. TORSTENSON 25.00 CELL, JAMES TORSTENSON 20.00 CELL, MALLORY TOWLE 11.02 JURY, STEVEN TRAUTNER 368.16 JURY, TUCKER VOLESKY LAW. PROF. LLC 2671.70 SVC, ABBY TURBAK 400.80 JURY, TWO WAY SOLUTIONS, INC 150.00 SUP, TWO WAY SOLUTIONS, INC 169.99 REPAIRS/MAINT., TWOTREES TECHNOLOGIES 3445.75 SUP, TYLER TECHNOLOGIES, INC 898.00 SUP, VERIZON WIRELESS 656.13 UTIL, VERIZON WIRELESS 1174.66 UTIL, MITCHELL A VILHAUER 1180.26 SVC, RELIABANK VISA 498.49 PMT, RELIABANK VISA 534.02 PMT, RELIABANK VISA 2800.99 PMT, RELIABANK VISA 155.26 PMT, RELIABANK VISA 91.89 PMT, RELIABANK VISA 104.45 PMT, MARLONIE VOGELANG 25.00 CELL, VUONG LAW 2380.75 SVC, MURIEL WAIT 368.16 JURY, TIMOTHY WAITE 27.34 JURY, DIXIE WALKINS 376.32 JURY, WALMART - CAPITAL ONE 228.00 PMT, WATERTOWN DEVELOPMENT COMPANY 60000.00 PMT, WATERTOWN FORD 346.45 REP, WATERTOWN LAWN & GARDEN 30.00 SUP, WATERTOWN MOTOR COMPANY 54566.00 EQUIP, WATERTOWN PUBLIC OPINION 101.56 PUB, WHEELCO 3.00 SUPPLIES, KENDRA WHEELER 13.06 JURY, WHITE CAP, L.P. 14235.00 SUPPLIES, MATTHEW WHITLOCK 368.16 JURY, AYRTON WILLIAMS 12.04 JURY, TIMOTHY WOODS 12.04 JURY, WW TIRE SERVICE INC 1847.45 REP, XEROX CORPORATION 127.53 SUPPLIES, CHESTER YACKLEY 11.02 JURY, YANKTON CO. SHERIFF 100.00 SVC, JODIE YOUNG 13.06 JURY, YOUNGBERG LAW 197.95 SVC, YWH, LLC 7780.00 RENT

COMMISSIONERS CONTINGENCY TRANSFER

Motion by VanDusen, second by Gabel, to approve a Commissioner Contingency transfer to the Coroner budget in the amount of \$55,272.19; all voted aye; motion carried.

PERSONNEL CHANGE

Motion by Johnson, second by Waterman, to approve the following personnel changes: Jeff Riley, seasonal, Highway Dept., Maintenance, step 1/\$16.74 per hour, effective 5-01-2024; John Engels, seasonal Assistant Weed Supervisor, Weed Department, step/DD 3/\$23.70, effective 4-15-2024; Steve Rondell, seasonal Park Technician, Park Department, step BB #1/\$18.57, effective 4-15-2024; Steve Deville, seasonal Custodian, Memorial Park Department, step BB #6/\$19.97, effective 4-15-2024; all voted aye; motion carried.

TRAVEL REQUESTS

Motion by Gabel, second by VanDusen, to approve the following travel requests: State's Attorney staff to attend an annual conference, Detention Center, 2 instructors to attend instructor renewal class, Detention Center, 2 instructors to attend taser certification renewal, Detention Center, 1 correction officer to attend a development class; Community Services Office, to attend a Helpline Center Transition to Success training; all voted aye; motion carried

NEW BUSINESS

Commissioner Gabel informed the Board that there are some things that need to finish up with the architect including site criteria including the current location and other possible sites, funding for the County to construct larger projects is to collect property tax which works on day to day operations but when the need for a larger project arises, all there is to pay for it is property tax which the Board could pass a resolution that raises the property tax but it is referable, so in Codington's case it would be best to refer it initially which allows us to get a better bond rate with voter approval.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Gabel, to adjourn at 10:04 a.m., all voted aye; motion carried.

ATTEST:

Brenda Hanten
Codyington County Auditor

Codyington County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of service.

Published once at the total approximate cost of \$_____

Commissioner Report

Codington

January-March

PERSONNEL/OFFICE:

Kaia Varns passed her nursing boards in February, so she is now a registered nurse. She is completing additional training to be able to provide services that were not in her scope of practice from when she was a licensed practical nurse. She will be able to complete all services in the office when training is completed.

STAFF TRAINING:

All staff have been given the opportunity to attend virtual trainings on the second Tuesday of each month on Cultural Competency Skill Building. These started in February and are scheduled to go through August with protentional more trainings to follow. All staff have also been given the opportunity to attend virtual trainings on the fourth Tuesday of each month on being Trauma Informed. These started in March and are scheduled to go through October with protentional more training to follow. State staff are attending Active Shooter Training in April which will take place in Sioux Falls.

IMMUNIZATIONS:

We are partnering with the Watertown Public School to provide Kindergarten immunization that will take place on April 4th and 5th. Immunization rates have been steady in our office. We worked with the Bramble Park Zoo and was able to provide TB testing to all employees at the end of February.

WIC (WOMEN, INFANT, CHILDREN):

MATERNAL HEALTH:

Nurses have been trained in a pregnancy curriculum that we will be implementing to help unify education that is being provided to pregnant women. There is education and handouts that are for prenatal all the way up to toddlers third year.

CHILD/ADOLESCENT SERVICES:

School contracts have been finalized as sent to the state. We will be completing services again in 5 schools within Codington County. Additional education was added to two schools.

BRIGHT START:

Bright start is offered in Watertown and surrounding areas. Jane is the registered nurse who is covering

this area and continues to have her own caseload. She does refer clients to the office if there is need for a client to receive a pack'n'play or car seat.

COMMUNITY INVOLVEMENT:

Codi continues to be active in the interagency meetings that are held by the Welfare office each month.

STATEWIDE UPDATES:

As of April 3rd there are 990 new cases of influenza, 39 new hospitalizations, and 1 new death. Total cases for this year is 18,277, total hospitalizations are 761 and a total of 35 deaths. Peak was the week ended on March 9th.

Codi Martin
Community Health Nurses
Codington County Community Health
04/03/2024

2024 Q 1 STATS

WIC (JAN-MARCH)	Number of Food Packages			Total Estimated Food Dollars
Total				
<i>*Average cost of food package is based on data from 2020.</i>				
WIC Appointments	JAN	FEB	MAR	1st QUARTER
Nutrition Counseling				0
Certifications				0
Mid-Cert Assessments				0
Caseload				0
Total Visits	0	0	0	0

WIC Appointments	APR	MAY	JUNE	2nd QUARTER
Nutrition Counseling				0
Certifications				0
Mid-Cert Assessments				0
Caseload				0
Total Visits	0	0	0	0

ASQs* Completed	JAN	FEB	MAR	1st QUARTER
Monthly Total	8	16	16	40
ASQs* Completed	APR	MAY	JUNE	2nd QUARTER
Monthly Total				0

*Ages and Stages Developmental/Social Emotional Screenings

Cribs for Kids	JAN	FEB	MAR	1st QUARTER
Distributed (No Charge to Client)	6	4	5	15
Cribs for Kids	APR	MAY	JUNE	2nd QUARTER
Distributed (No Charge to Client)				0

Presented by Community Health Nurse Office on 04/09/2024

IMMUNIZATIONS	JAN	FEB	MAR	1st QUARTER
VFC DOSES	28	58	23	109
NON-VFC DOSES	1	3	4	8
NON-VFC DOSES				0
INFLUENZA DOSES	12	12	6	30
	APR	MAY	JUNE	2nd QUARTER
VFC DOSES				0
NON-VFC DOSES				0
INFLUENZA DOSES				0

*The Vaccines For Children (VFC) program is a federally funded program that provides vaccines at no cost to children who might not otherwise be vaccinated because of inability to pay. NON-VFC doses were billed to private insurance.

PHQ9	JAN	FEB	MAR	1st QUARTER
Monthly Total	8	8	15	31
	APR	MAY	JUNE	2nd QUARTER
Monthly Total				0

*Depression Screenings

Fluoride Varnish	JAN	FEB	MAR	1st QUARTER
Monthly Total	5	16	3	24
	APR	MAY	JUNE	2nd QUARTER
Monthly Total				0
Total Value \$30	\$720.00			

CAR SEATS	JAN	FEB	MAR	1st QUARTER
Monthly Total	8	6	6	20
	APR	MAY	JUNE	2nd QUARTER
Monthly Total				0



PROPOSAL

Johnson Controls, Inc.
2320 N 12th Street
Fargo, ND 58102
Service: 1-866-818-5332
Fax: 701-838-1266

To: **Codington County Courthouse**
14 1st Ave SE
Watertown, SD 57201
Attn: **Steve Molengraaf**

Date: **April 05, 2024**
Project: **Courthouse ERV**
Location: **Courthouse**

Work Proposed

Codington County Courthouse- Replace the current failed ERV core with a new ERV core to provide the units performance needed. The current core has failed causing the Energy Recovery Ventalatiior(ERV) not to preform to effeciency standards.

Exclusions

1. Any labor or materials not specifically included in the "Work Proposed" section above.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Any applicable taxes, or special freight charges are also excluded from this proposal.

The price for this work is: **\$11,460.00** , payable upon completion of the work.

(IMPORTANT: This proposal incorporates by reference the terms and conditions attached).

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject, however to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid for the next
30 days

Purchase Order Number: _____

Steve Molengraaf
#REF!

Johnson Controls, Inc.

Signature:

Signature:

Name: _____
Title: _____
Date: _____

Name: **Jesse Greve**
Title: **Service and Sales**
Date: **April 05, 2024**

Proposal

Sioux Falls SD Common Branch
3413 S GATEWAY BLVD
SIOUX FALLS, SD 57106-1555
Phone: 866-598-7001
Fax: 866-818-5508

TO: Codington County
14 1st Avenue SE
Watertown, SD 57201
Steve Molengraaf

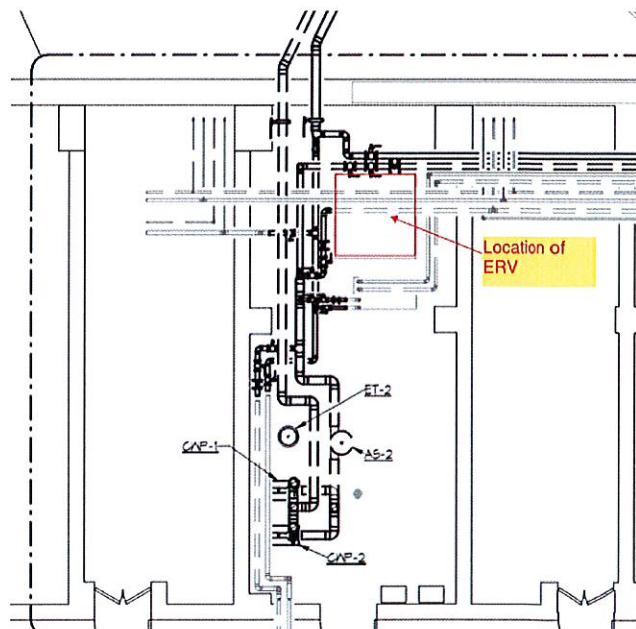
Date: March 21, 2024
Project: ERV Replacement
Proposal Ref: Jesse Greve

We propose to furnish the materials and/or perform the work described below for the net price of:
\$47,000.00

FORTY-SEVEN THOUSAND AND 0/100 DOLLARS

For the above price this proposal includes:

- Furnish one (1) new Energy Recovery Ventilator (ERV)
 - Renew Aire HE-3XJINV-S35WW---ANT---L (see attached submittal)
- Disconnect electrical and controls on existing ERV.
- Remove and dispose of existing ERV
- Install new like for like ERV weathertight to existing curb.
- Complete the reconnection of electrical and controls.



This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Apr. 18, 2024

Codington County

Johnson Controls, Inc.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO: _____

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, including a deposit invoice for 30%, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

No: This signed contract satisfies requirement Yes: Please reference this PO Number _____

AR Invoices are accepted via e-mail:

Yes: E-mail address to be used: _____

No: Please submit invoices via mail

No: Please submit via _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Purchaser via electronic delivery via EFT/ACH. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JCI will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing and explain the basis of the dispute.

JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices for products covered by this proposal may be adjusted by JCI, upon notice to Purchaser at any time prior to shipment and regardless of Purchaser's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements

3. **DEPOSIT.** Purchaser agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to JCI providing any labor or materials on the project. JCI will generate an invoice for the 30% deposit within three business days after JCI's receipt of a written agreement or order from Purchaser. JCI will not commence work until receipt of the deposit.

4. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. **LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI

Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. In any case, the entire aggregate liability of the JCI Parties under this agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

7. TAXES/TARIFFS. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, Purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

8. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

10. SCHEDULE. JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

11. DISPUTES. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

14. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

15. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

16. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

17. PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

18. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing,

if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

19. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. PRIVACY.

(a) *JCI as Processor*: Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JCI as Controller*: JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

21. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

22. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

OFFICIAL PROCEEDINGS
 Codington County Board of Equalization
 April 9, 2024 – 1:00 p.m.
 Commissioners Chambers - Codington County Courthouse
 14 1st Ave SE, Watertown, SD 57201

The 2024 meeting of the Codington County Board of Equalization convened at 1:00 p.m., Tuesday, April 9, 2024, in the Commissioners Chambers in the Codington County Courthouse. Board members present were Lee Gabel, Charlie Waterman, Troy VanDusen, Randall Schweer, absent was Myron Johnson; Chairman, Randall Schweer, presiding. All Board members signed their County Board of Equalization oath. Codington County Director of Equalization, Shawna Constant; Appraisal and Office staff; were also present for this meeting.

AGENDA APPROVED

Motion by VanDusen, second by Gabel, to approve the agenda; all present voted aye; motion carried.

APPEALS

The following appeals were presented:

<u>Name</u>	<u>DOE#</u>	<u>Assessor's Value</u>	<u>Appeal Value</u>	<u>Assessor's Recommendation</u>
Ken & JoAnn Comes	4388	\$1,367,652	\$1,226,023	\$1,367,652

Appellants were present for this appeal. Appellants objected to the increase in their assessed valuation of their house. The house sits on ag land not on a small acreage and is located on a township road. The Director of Equalization noted that this property was part of the re-appraisal area and the recommended value is based on comparable properties and market value. The Director of Equalization provided the Board with data on several comparable properties. Motion by Gabel, second by VanDusen, to lower the value to \$360,000; all voted aye; motion carried.

<u>Name</u>	<u>DOE#</u>	<u>Assessor's Value</u>	<u>Appeal Value</u>	<u>Assessor's Recommendation</u>
Timothy Lindgren	4331	\$538,103	\$440,736	\$538,103

Appellant was present for this appeal. Appellant objected to the increase in their assessed valuation of their house, the house was built in 1911 & moved to the property and they paid \$1,800 for it when they purchased it. The house is very old and drafty with no amenities like fancy woodwork. The Director of Equalization noted that this property was part of the re-appraisal area and the recommended value is based on comparable properties and market value. The Director of Equalization provided the Board with data on several comparable properties. Motion by VanDusen, second by Gabel, to concur with the Director's recommended value; Gabel, VanDusen & Schweer voted aye, Waterman voted no; motion carried.

<u>Name</u>	<u>DOE#</u>	<u>Assessor's Value</u>	<u>Appeal Value</u>	<u>Assessor's Recommendation</u>
Grass Lake Farms, LLP	3276	\$46,345	none given	\$46,345

Appellant was not present for this appeal. Appellant noted on the appeal form that they are losing plantable acres each year. The Director of Equalization noted that they are receiving a reduction due to them qualifying for the Wetland Program. The Director of Equalization provided the Board with data on several comparable properties. Motion by Gabel, second by Waterman, to concur with the Director of Equalization's recommended value; all voted aye; motion carried.

<u>Name</u>	<u>DOE#</u>	<u>Assessor's Value</u>	<u>Appeal Value</u>	<u>Assessor's Recommendation</u>
Bunker Hills Retreat, LLP	3280	\$82,280	none given	\$82,280

Appellant was not present for this appeal. Appellant noted on the appeal form that they are losing plantable acres each year. The Director of Equalization provided the Board with data on several comparable properties. Motion by VanDusen, second by Waterman, to concur with the Director of Equalization’s recommended value; all voted aye; motion carried.

Name	DOE#	Assessor’s Value	Appeal Value	Assessor’s
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Grass Lake Farms, LLP	3282	\$252,425	none given	\$252,425
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Appellant was not present for this appeal. Appellant noted on the appeal form that they are losing plantable acres each year. The Director of Equalization provided the Board with data on several comparable properties. Motion by Gabel, second by Waterman, to concur with the Director of Equalization’s recommended value; all voted aye; motion carried.

Name	DOE#	Assessor’s Value	Appeal Value	Assessor’s
------	------	------------------	--------------	------------

Beth Ann Mack	20358	\$26,232	\$18,000	\$26,232
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Appellant was not present for this appeal. Appellant noted that no improvements have been done. The lot has nothing on it, no water, sewer or electricity. The Director of Equalization provided the Board with comparable sales and lot sizes and values to prove equalization. Motion by VanDusen, second by Gabel, to concur with the Director of Equalization’s recommended value; all voted aye; motion carried.

Name	DOE#	Assessor’s Value	Appeal Value	Assessor’s
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Beth Ann Mack	20360	\$25,434	\$16,956	\$25,434
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Appellant was not present for this appeal. Appellant noted that no improvements have been done. The lot has nothing on it, no water, sewer or electricity. The Director of Equalization provided the Board with comparable sales and lot sizes and values to prove equalization. Motion by VanDusen, second by Gabel, to concur with the Director of Equalization’s recommended value; all voted aye; motion carried.

STIPULATIONS

Motion by Gabel, second by Waterman, to approve the following stipulated changes as recommended by the Director of Equalization; all present voted aye; motion carried:

Name	DOE#	Assessor’s Value	Stipulated Value
Charles Rossow	4529	\$13,934	\$12,869 – house torn down
RGC Properties, LLC	5179	\$41,673	\$35,000 – purchase price
Labolt Farmers Grain Co. Annex	4486	\$259,701	\$185,924 – add OBS to Elevator &

OWNER OCCUPIED

Motion by Gabel, second by VanDusen, to approve the following properties for owner occupied status; all voted aye; motion carried.

Name	DOE#
Nina Marie Harding	18137 - add
Glen Wilson	18267 - add
Glen Wilson	4733 - add

DISABLED VETERAN’S PROPERTY TAX EXEMPTION

Motion by Gabel, second by Waterman, to approve exemption status on properties which qualify for Disabled Veteran Exemption, all present voted aye; motion carried.

PARAPLEGIC VETERAN'S PROPERTY TAX EXEMPTION

Motion by VanDusen, second by Gabel, to approve exemption status on properties which qualify for Paraplegic Veteran Exemption, all present voted aye; motion carried.

ELDERLY ASSESSMENT FREEZE EXEMPTION

Motion by Gabel, second by Waterman, to approve exemption status on properties which qualify for Elderly Assessment Freeze Exemption, all present voted aye; motion carried.

TAX EXEMPT PROPERTY APPLICATIONS

Motion by Gabel, second by VanDusen, to approve the applications for annual tax-exempt status of a private organization, as recommended by the Director of Equalization, all present voted aye; motion carried.

RENEWABLE ENERGY RESOURCE CREDIT EXEMPTION

Motion by Gabel, second by Waterman, to approve the applications for renewable energy resource, as recommended by the Director of Equalization; all voted aye; motion carried.

BOARD ADJOURNS

There being no further business to come before this Board a motion was made by VanDusen, second by Waterman, to adjourn at 2:13 p.m., as a 2024 Codington County Board of Equalization; all present voted aye; motion carried.

ATTEST:

Brenda Hanten
County Auditor

Codington County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of service.

Published once at the total approximate cost of \$_____

The Codington County/City of Watertown Consolidated Board of Equalization met on April 9, 2024 at 6:30 PM in the Council Chambers, City Hall, 23 2nd St NE. Chairman Randy Schweer presided. Upon roll call the following members were present: Codington County Commissioners: Randy Schweer, Lee Gabel, Charlie Waterman & Troy VanDusen; City Council Members: Dan Schutte and Michael Danforth; and Watertown School District Board Member Jean Moulton.

Motion by VanDusen, seconded by Gabel, to approve the agenda as presented. Motion carried.

The following appeals were heard by the Board:

Name	DOE #	Abstract Code	Assessor's Value	Owner's Value	Assessor's Recommendation
Richard & Collette Hermann	11942	NA-D15 NA-D-5	\$270,450 \$45,541	\$265,000	\$249,459 \$45,541

Richard & Collette Hermann were not present. Motion by VanDusen, seconded by Moulton, to reduce the assessor's recommended total value of \$295,000. Motion carried with Gabel and Schutte opposed.

Dean Koehn	7222	NA-D1 NA-D	\$138,468 \$63,070	\$152,000	\$138,468 \$63,070
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Traci Nygaard presented the appeal on the owners behalf. Motion by Gabel, seconded by Danforth, to concur with the assessor's recommended total value of \$201,538. Motion carried with all voting Aye.

Motion by Gabel, seconded by Moulton, to approve the following stipulated changes to the assessed values:

OWNER	RECORD #	2024 ASSESSED VALUE	2024 RECOMMENDED VALUE
Jeffrey & Amber Case	7936	\$445,659	\$505,126
Jeffrey & Amber Case	7935	\$111,158	\$0
Jeffrey & Amber Case	7956	\$36,484	\$62,441
Jeffrey & Amber Case	7957	\$26,460	\$0
Duane Hanson & Jeff Koehn	10351	\$116,081	\$69,000
Darrel Rohlf's Jr. & Colleen Rohlf's	9253	\$451,946	\$671,902
Darrel Rohlf's Jr. & Colleen Rohlf's	9252	\$335,517	\$0
Robert & Pamela Drake	11631	\$1,154,677	\$1,012,000
Casey & Crystal Brooks	6255	\$249,592	\$225,000
Gary & Eileen Mislán	15542	\$653,998	\$585,000
Robert Weeks	5831	\$183,442	\$175,241
Earl Benson	10257	\$232,275	\$199,412
Watertown Lodging Associates LLC	7171	\$4,353,193	\$4,167,482
Watertown Lodging Associates LLC	7419	\$3,217,509	\$3,010,685
Watertown Lodging Associates LLC	20611	\$741,539	\$661,991
Watertown Lodging Associates LLC	20836	\$683,614	\$610,280
Colin & Vicki Galvin	12185	\$319,990	\$307,812

The following recommended decreases in value were considered by the Board:

	DOE #	Assessed Value	Recommended Value
LeRoy Bullis	6790	\$293,214	\$290,281
William Cordell	12654	\$316,324	\$316,110
James & Shelly Pieper	20607	\$350,808	\$313,175
Sanford Medical Center	20608	\$348,167	\$310,817
Sanford Medical Center	20609	\$347,778	\$310,470
Sanford Medical Center	20610	\$353,487	\$315,566

Motion by VanDusen, seconded by Waterman, to approve the decreases in value as presented. Motion carried with all voting Aye.

There being no further appeals before the Board for consideration. Motion by VanDusen, seconded by Gabel to adjourn. Motion carried with all voting Aye.

Randy Schweer
Codington County Commissioner

Kristen Bobzien
Watertown City Finance Officer

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CODINGTON COUNTY

TAXING DISTRICT	# TOWERS		TAX DISTRIBUTION
	69/87		
COUNTY- 35%			\$ 183,225.46
TWP - GERMANTOWN	6/87		\$ 6,828.28
TWP - LEOLA	18/87		\$ 20,484.84
TWP - RAUVILLE	4/87		\$ 4,552.19
TWP - WAVERLY	41/87		\$ 46,659.90
SCHOOL - WAVERLY SOUTH SHORE - 50%			\$ 261,750.67
TOTAL TAXES		\$ 523,501.34	

FILED

APR 05 2024

CODINGTON COUNTY AUDITOR

CODINGTON COUNTY

TAXING DISTRICT	# TOWERS		TAX DISTRIBUTION
	57/88		
COUNTY			\$ 152,272.61
TWP - KRANZBURG	33/88		\$ 37,781.92
TWP - WAVERLY	24/88		\$ 27,477.76
SCHOOL - WATERTOWN 14-4	13/88		\$ 49,612.63
SCHOOL - WAVERLY SOUTH SHORE 14-5	44/88		\$ 167,919.67
TOTAL TAXES		\$ 435,064.59	

FILED

APR 05 2024

CODINGTON COUNTY AUDITOR

CODINGTON COUNTY

TAXING DISTRICT	# TOWERS		TAX DISTRIBUTION
	15/72		
COUNTY- 35%			\$ 72,710.85
TWP - GERMANTOWN	12/15		\$ 24,929.44
TWP - LEOLA	3/15		\$ 6,232.36
SCHOOL - WAVERLY SOUTH SHORE - 50%			\$ 103,872.66
TOTAL TAXES		\$ 207,745.31	\$ 207,745.30

FILED

APR 05 2024

CODINGTON COUNTY AUDITOR

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME Jeff Jenson		DATE 3/29/2024
EFFECTIVE DATE 4/15/2024	POSITION TITLE Seasonal Park Custodian	DEPARTMENT Park
CURRENT STEP	NEW STEP AA #2	
CURRENT PAY RATE	NEW PAY RATE \$17.02	
REASONS FOR CHANGE Rehire		

EMPLOYEE SIGNATURE Jeff Jenson

DEPARTMENT HEAD SIGNATURE Steve Molengraaf

DATE 4-9-2024

COUNTY COMMISSIONERS _____

DATE _____

PLEASE SUBMIT FORM TO THE AUDITOR'S OFFICE ONE MONTH PRIOR TO THE EFFECTIVE OR ANNIVERSARY DATE.

FILED

APR 09 2024

CODINGTON COUNTY AUDITOR

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Veteran Service Office

Name of traveling employee _____

Employee title VSO Employee status exempt nonexempt

Purpose of travel Veterans Affair Mini Conference

Method of transportation County Vehicle

Destination _____

Departure date and time _____ Destination arrival date and time _____

Return departure date and time _____ Return arrival date and time _____

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) County Vehicle
Gas will be paid for the travel acct under VSO

Lodging expense None

Meals None Registration None

Other costs None

Overtime costs involved in the requested travel None

Can the traveling employee's hours be flexed to reduce or eliminate overtime costs? N/A

Yes No If no, why _____

Is this travel a budgeted item? Yes No

County Commission

Travel request approved: yes no Comments _____

Commission Chairman, _____ Date _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Veteran Service Office

Name of traveling employee _____

Employee title VSO Employee status exempt nonexempt

Purpose of travel Veterans Affairs Mini Conference

Method of transportation County Vehicle

Destination _____

Departure date and time _____ Destination arrival date and time _____

Return departure date and time _____ Return arrival date and time _____

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) County Vehicle pass

Lodging expense None

Meals None Registration None

Other costs None

Overtime costs involved in the requested travel None

Can the traveling employee's hours be flexed to reduce or eliminate overtime costs? N/A

Yes No If no, why _____

Is this travel a budgeted item? Yes No

County Commission

Travel request approved: yes no Comments _____

Commission Chairman, _____ Date _____