

**AGENDA**  
**Codington County Board of Commissioners**  
**Codington County Courthouse, 14 1<sup>st</sup> Ave SE, Watertown SD**  
**Commission Chambers, Room #114**  
**9:00 a.m., Tuesday, November 5, 2020**

1. Pledge of Allegiance
2. Call for public comment. Public comment may be submitted via telephone at 605-882-6248 and 605-882-6297
3. Conflict of interest items
4. Action to approve the November 5<sup>th</sup>, 2020 agenda
5. Action to approve the minutes of October 27<sup>th</sup>, 2020
6. Canvas of the 2020 General Election results and action to approve
7. Monthly reports
  - a. Extension
  - b. Veterans Service Officer
  - c. Welfare Director
8. Action to accept a contract between Codington County and the SDHDA
9. Action to approve a change order for the Rip Rap Project on County Road 10-1
10. Action to approve a 5-year contract with Johnson Controls for heating and cooling operations in the Courthouse and Detention Center
11. Action to advertise and fill a position for Deputy States Attorney to fill an upcoming vacancy
12. Discussion/possible action to adopt a resolution to ban open burning
13. Action to approve claims for payment
14. Action/possible discussion on COVID-19 practices, procedures, policy
15. Action to approve automatic budget supplements
16. Action to approve personnel changes
17. Action to approve travel requests
18. Public Notices – a possible quorum of Commissioners could be in attendance at:
19. Old Business
20. New Business
21. Open
  - a. Public Comments
  - b. Commission Comments
22. 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)**

**23. Action to adjourn until 9:00 a.m., Tuesday, November 10<sup>th</sup>, 2020; at the Codington County Courthouse**

**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, Watertown, South Dakota  
Codington County Courthouse  
14 1<sup>st</sup> Ave SE**

October 27, 2020

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, October 27, 2020, at the Codington County Courthouse. Commission members present were: Lee Gabel, Charlie Waterman, and Brenda Hanten; Commissioners Myron Johnson and Troy VanDusen appeared via Zoom; Chair Brenda Hanten, presiding. Commissioner Hanten, lead the pledge of allegiance.

**CALLS FOR PUBLIC COMMENT**

Chair Hanten noted public comment will be taken during the open portion of the meeting.

**CONFLICT OF INTEREST ITEMS**

There were no conflict of interest items to note.

**AGENDA APPROVED**

Motion by Gabel, second by Waterman, to approve the October 27, 2020 agenda as posted; all voted aye; motion carried.

**MINUTES APPROVED**

Motion by VanDusen, second by Gabel to approve the minutes of October 13, 2020 and the minutes of the un-official meeting held October 20, 2020; all voted aye; motion carried.

**MONTHLY REPORTS**

**Highway Supt., Rick Hartley**, updated the Board on the following: recent snowfall has interrupted the fall mowing process; the project to build up County 8-1, near Stink Lake, should be completed soon, less the rip rap; some gravel has been hauled in the western part of the County; the bank stabilization project on County 7-5 has been completed; the grade raise project on County 8-2 is complete; rip rap has been installed on County roads 8-1A, 10-1, and 23-6; the culvert installation project on County 17-6, which was scheduled to begin on October 19<sup>th</sup>, has been delayed due to the weather, the project is now scheduled to begin on November 2<sup>nd</sup> and the road will be closed until completion; the bridge replacement on County 4 is slowly progressing; Banner Associates has started their post construction evaluation on the roads affected by the wind energy projects; and Blattner Energy has hired a local construction company to dig out the soft spots on the County gravel roads affected by the wind energy projects. The Highway Supt. noted there are numerous bales and drain tile pipe currently laying in the County right of way which will need to be removed before winter sets in. State law requires these items to be removed from the right of way by October 1<sup>st</sup> of each year. **Emergency Management Director, Jamie Torstenson**, updated the Board on the following: monitoring of COVID numbers and needs continues through the Unified Task Force; the South Dakota Dept. of Health has drafted a POD contract for this area; a Homeland Security grant project for the Watertown Fire Dept. entails adding a secondary repeater on the 14<sup>th</sup> Ave water tower site; a LEPC meeting was held October 13<sup>th</sup> with another meeting scheduled for November 10<sup>th</sup>; HAZMAT awareness training is scheduled for November 6<sup>th</sup> and 20<sup>th</sup>; and the Emergency Management Director assisted with a Grant County POD exercise which was held in Milbank. Search and Rescue calls for assistance were received from Day and Hamlin Counties. Assistance was provided at a local house fire; contact has been made with First District Association of Local Governments for a grant application for the County's Pre-Disaster Mitigation Plan; the weather service has provided a LA Nina update that indicates possible above normal precipitation chances for the next 90 days, and the weekly fire report shows no critical fire conditions to be expected. **Sheriff, Brad Howell**, provided the Board with the

following statistics, compiled during the month of September 2020, for the Detention Center and Sheriff's Office: fees collected in the amount of \$10,152.36 were retained by the County; 673 cases/calls for service; responded to 9 accidents; 68 arrest warrants served; 240 sets of civil papers served; 4,474 transport miles – 15 transports with 17 individuals transported; average daily inmate population 43.4 (high of 48 and low of 38); 1 individual wearing a SCRAM (security continuous remote alcohol monitor) bracelet; 0 individuals testing daily for PBT'S; 49 individuals reporting twice weekly for UA Drug testing; 2 individuals using sweat patches; 187 bookings; \$7,850.00 collected in fees for out of county prisoner contracts; \$0.00 collected in work release fees due to a temporary suspension of the program; \$3,130.00 collected in fees for the 24/7 program; and no funds collected for SCRAM fees. Sheriff Howell noted there have been no cases of COVID 19 in the Detention Center, the South Dakota State Penitentiary is asking that all penitentiary sentences be delayed for a 10 day period due to high COVID 19 numbers in the penitentiary at this time, and the Sheriff's office will monitor the parking lot, at the Extension Center polling place, periodically on General Election day, Tuesday, November 3<sup>rd</sup>, to monitor campaign activities and for election security.

#### **2021 BRIDGE IMPROVEMENT GRANT FUNDING AGREEMENT**

Motion by Gabel, second by Waterman, to authorize the Chair to sign a grant funding agreement with the SDDOT in order to open up the funding for the 2021 Bridge Improvement Grant for preliminary engineering; all voted aye; motion carried.

#### **HIGHWAY VEHICLES PURCHASE FROM STATE BIDS**

Motion by Gabel, second by Waterman, to authorize the purchase of a Chevy 3/4 ton crew cab truck, in the amount of \$32,618.00 and a Freightliner semi, approximately \$160,000.00, from the State bid list, per the request of Highway Supt., Rick Hartley, and as budgeted in 2021; all voted aye; motion carried.

#### **RESOLUTION TO LIFT BAN ON OPEN BURNING**

Motion by Gabel, second by VanDusen, to approve Resolution 2020-31, rescinding the County's recent ban on open burning; all voted aye; motion carried.

### **RESOLUTION 2020-31 A RESOLUTION TO LIFT BURNING BAN ENACTED BY PRIOR RESOLUTION**

WHEREAS, Resolution 2020-28 declared a fire danger emergency and banned open burning in the rural area of Codington County, and

WHEREAS, the weekly fire report shows no critical fire conditions to be expected,

NOW, THEREFORE BE IT RESOLVED, by the Codington County Board of Commissioners that the ban on open burning pursuant to Resolution 2020-28 is hereby rescinded.

Approved this 27<sup>th</sup> day of October, 2020

Brenda Hanten  
Chair

ATTEST:

Cindy Brugman  
Codington County Auditor

Codington County, October 27, 2020

**HAZMAT PLAN DEVELOPMENT AGREEMENT**

Motion by Gabel, second by Johnson, to authorize the Chair to sign an agreement with the First District Association of Local Governments for the development of a HAZMAT plan. The contract cost is \$5,000, HMPG funds will cover \$4,000 of the cost and the remaining \$1,000 cost will be covered through the County's annual dues paid to First District. Upon vote of the Board; all voted aye; motion carried.

**WALWORTH COUNTY INMATE HOUSING AGREEMENT**

Motion by Gabel, second by VanDusen, to approve an agreement to house adult inmates from Walworth County due to the closing of the jail in Walworth County. Sheriff Howell noted he does not expect many inmates to be housed under this contract and housing of local inmates will have primary consideration. Upon vote of the Board; all present voted aye; motion carried.

**STATES ATTORNEY COPIER EQUIPMENT**

Motion by Gabel, second by Waterman, to approve the purchase of a Toshiba e-Studio 4518A copier/fax machine, from Office Peeps, in the amount of \$5,849.00, for the States Attorney's office, per the request and as budgeted by States Attorney, Rebecca Morlock Reeves; all voted aye; motion carried.

**COMMISSIONER'S CONTINGENCY TRANSFER**

Motion by Gabel, second by Hanten, to approve the transfer of Commissioners Contingency budget to the Legal Catastrophic budget in the amount of \$7,516.00; all voted aye; motion carried.

**FY2022 WEED & PEST GRANT AGREEMENT**

Motion by Gabel, second by Waterman, to approve an application to apply for FY2022 Weed & Pest grant funds; all voted aye; motion carried.

**PLAT RESOLUTIONS APPROVED**

Zoning Officer, Luke Muller, reviewed the plats of the Jordan and Jennifer Collins Addition and Lot 1 of the Nuttbrock First Addition. The adopted the following resolutions:

**RESOLUTION #2020-29**

A Resolution to approve the platting of the Jordan and Jennifer Collins Addition in the County of Codington, South Dakota.

BE IT RESOLVED by the County Commissioners of Codington County, South Dakota, as follows:

That an examination has been made of the plat entitled:

Jordan and Jennifer Collins Addition, in the Southeast Quarter (SE1/4) of Section 20-T117N-R51W of the 5<sup>th</sup> P.M., in the County of Codington, South Dakota; and it appearing to the Board of County Commissioners that the arrangement of streets and alleys and the area within its jurisdiction have not been interfered with by the said plat and survey, and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

NOW, THEREFORE, said plat is hereby approved and the County Auditor of Codington County, South Dakota, is hereby authorized to endorse on the said plat a copy of the Resolution and to certify to the same thereon.

The above and foregoing resolution was moved for adoption by Commissioner Johnson, second by Commissioner VanDusen; whereupon the Chair of the Board of County Commissioners declared the same to be duly passed and adopted.

Dated this 27<sup>th</sup> day of October, 2020, at Watertown, Codington County, South Dakota

Brenda Hanten  
Chair

STATE OF SOUTH DAKOTA  
§  
COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2020-29, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 27<sup>th</sup> day of September, 2020, at Watertown, Codington County, South Dakota.

Cindy Brugman  
County Auditor, Codington County, South Dakota

#### **RESOLUTION #2020-30**

A Resolution to approve the platting of the Lot 1 of Nuttbrock First Addition in the County of Codington, South Dakota.

BE IT RESOLVED by the County Commissioners of Codington County, South Dakota, as follows:

That an examination has been made of the plat entitled:

Lot 1 of Nuttbrock First Addition, in the Northwest Quarter (NW1/4) of Section 32-T117N-R51W of the 5<sup>th</sup> P.M., in the County of Codington, South Dakota; and it appearing to the Board of County Commissioners that the arrangement of streets and alleys and the area within its jurisdiction have not been interfered with by the said plat and survey, and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

NOW, THEREFORE, said plat is hereby approved and the County Auditor of Codington County, South Dakota, is hereby authorized to endorse on the said plat a copy of the Resolution and to certify to the same thereon.

The above and foregoing resolution was moved for adoption by Commissioner Gabel, second by Commissioner VanDusen; whereupon the Chair of the Board of County Commissioners declared the same to be duly passed and adopted.

Dated this 27<sup>th</sup> day of October, 2020, at Watertown, Codington County, South Dakota

Brenda Hanten  
Chair

Codington County, October 27, 2020

STATE OF SOUTH DAKOTA  
 §  
 COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2020-30, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 27<sup>th</sup> day of October, 2020, at Watertown, Codington County, South Dakota.

Cindy Brugman  
 County Auditor, Codington County, South Dakota

**AGREEMENT WITH ICAP FOR SYSTEMS OF CARE COMMUNITY-WIDE CASE MANAGEMENT**

The Board held a discussion regarding entering into a contract with Inter Lakes Community Action for the provision of Systems of Care Community-Wide Case Management. Commissioner Gabel reviewed the agreement and noted the cost would be approximately \$500.00 per week. Arleen Weerheim, Inter Lakes Community Action Chief Operating Officer, who was present via Zoom, noted ICAP does have an employee who would fit into this program. Welfare Director, Sarah Petersen, who was present via Zoom, opined that entering into this agreement is premature and further study should be given to handling of case management, in-house, by the Welfare Office staff. The Welfare Director noted she does not support this contract at this time. Motion by Gabel, second by VanDusen, to enter into an agreement with Inter Lakes Community Action for the provision of Systems of Care Community-Wide Case Management. After further discussion Gabel, Hanten, and VanDusen voted aye; Waterman and Johnson vote no; motion carried.

**COMPENSATION STUDY**

Commissioner Gabel presented the Board with an agreement, from McGrath Human Resources Group, to conduct a comprehensive compensation and classification study for Codington County. Commissioner Gabel reviewed the agreement which has a total maximum cost of \$25,715.00. Human Resource Representative, Natalie Remund, also contributed to this discussion. Motion by Gabel, second by Hanten, to enter in the agreement with McGrath Human Resources Group. After further discussion the following roll call vote was taken: Gabel aye; Waterman no; Johnson aye; VanDusen aye; and Hanten aye; motion carried.

**SALARY CLAIMS**

Motion by Gabel, second by VanDusen, to approve October salary claims; all voted aye; motion carried: Commissioners: 10,417.27 total salaries. Auditor: 21,166.86 total salaries; Debbie Melville 3600.06 step increase. Co. Treasurer: 31,978.23 total salaries. States Attorney: 38,609.66 total salaries. Gov. Buildings: 18,776.87 total salaries. Dir. Equalization: 42,900.84 total salaries. Reg. of Deeds: 22,202.31 total salaries. Veterans Service: 10,214.82 total salaries. Sheriff: 92,866.66 total salaries; Vanna Engst 3523.50 step 7 New Hire. Co. Jail: 111,223.05 total salaries; Brittni Schliesman PT New Hire step 4 19.90 per hr.; Jennifer Matejek 4214.28 step increase; Kylie Lewis 3480.00 step increase; Maria Escamilla 4334.34 step increase. Coroner: 1,695.49 total salaries. Welfare: 6,687.04 total salaries. County Nurse: 4,900.10 total salaries. Co. Park: 8,638.28 total salaries. Ag. Bldg.: 9,403.91 total salaries. Co. Extension: 10,004.48 total salaries. Weed: 2,783.85 total salaries. Planning Board: 454.84 total salaries. Road & Bridge: 97,933.10 total salaries. Emergency Management: 12,972.68 total salaries. Crime Victim: 6,831.95 total salaries. W.I.C.: 4,555.36 total salaries. Total 567,217.65. Breakdown of withholding amounts which are included in the above: S.D. Retirement 50,722.68; S.D. Retirement 68.59 spouse option; S.D. Supplemental Retire. 3115.00 suppl. retire.; Sanford 73,084.66 ins.; Reliance Standard Life

Codington County, October 27, 2020

Insurance 483.94 life ins.; Delta Dental 6,219.32 ins.; Avesis 871.94 ins.; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 519.20 employee union dues; AFLAC 4,016.10 ins.; John Hancock 4,965.00 suppl. retire.; AFLAC 781.17 ins.; Watertown United Way 65.00 employee contributions; Office of Child Support 435.00 employee payments; Sioux Valley Credit Union 25,375.07 employee payments; SDRS Supplemental Retirement 4,480.00 Roth retirement; Teamsters Local Union 120 381.00 employee union due; Codington County Deputy Sheriff's Association 120.00 employee union dues; ReliaBank Dakota 38,312.28 federal withholding; ReliaBank Dakota 64,710.06 social security; Credit Collections Bureau 542.72 garnishment; Barbara Curtis 800.00 employee payment. Delta Dental 42.50 premium for employee on FMLA; Reliance Insurance 5.38 premium for employee on FMLA; Sanford 1,067.82 premium for employee on FMLA.

#### **CLAIMS APPROVED**

Motion by Gabel, second by VanDusen, to approve for payment the following claims; all voted aye; motion carried: City of Watertown 22897.28 August 911 surcharge collections, Visa – Reliabank 1374.94 trav/sup.

#### **UNIFIED COMMAND CAMPAIGN FOR MASKS**

Chair Hanten informed the Board that the Unified Command is planning a community campaign for the wearing of masks and a request for funds may be coming.

#### **AUTOMATIC BUDGET SUPPLEMENT**

Motion by Gabel, second by Waterman, to approve an automatic budget supplement to the Veterans Service Office budget in the amount of \$2,863.00 with CARES Act reimbursement funds; all voted aye; motion carried.

#### **PERSONNEL CHANGES**

Motion by VanDusen, second by Gabel, to approve the following personnel changes: Barbara Martenson, Director of Equalization Clerk, anniversary step increase, step 14/\$20.59 per hour, effective 10/15/2020; effective 10/4/2020; Vanna Engst, Sheriff's Office Criminal Civil Support Coordinator, new hire, step 7/\$20.25 per hour, effective 10/15/2020; Al Benck, Highway Maintenance III, anniversary step increase, step 14/\$25.42 per hour, effective 11/1/2020; Jamie Dolen, Highway Maintenance III, anniversary step increase, step 8/\$23.36 per hour, effective 11/1/2020; Brad Schwinger, Highway Maintenance III, anniversary step increase 14/\$25.42 per hour, effective 11/1/2020; all voted aye; motion carried.

#### **ADJOURNMENT**

There being no further business to come before the Board a motion was made by Johnson, second by Gabel, to adjourn at 10:40 a.m., until 9:00 a.m., Thursday, November 5<sup>th</sup>, 2020; all voted aye; motion carried.

ATTEST:

Cindy Brugman

Codington 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 \$ \_\_\_\_\_



**Current: 3 NOV 20 - Codington County Veterans Service Office – Todd Rose**

**Watertown CBOC continues to see patients even with uptick in COVID cases, they are looking forward and planning for ongoing operations at the clinic. They have been trying to utilize telephonic and video consults as much as possible to encourage social distancing. They continue to give flu shots to walk-ins and veterans attending in person appointments. The second new hire to work at the front desk is starting this week.**

**The VFW is planning to conduct Veterans Day activities at the extension center starting at 1030. They are laying out the extension center to encourage social distancing and mask wearing. The event is planned to be broadcasted over some of the local radio stations and might be recorded to be played back on GOV TV. Mike Cartney is the guest speaker.**

**Attended Marine Corp League, DAV, and VFW local organization meetings. For the most part they continue to try and conduct their business the best they can with the current environment.**

**We currently have 6 qualified drivers and 5 in process. 3 trips Made in October and 1 currently scheduled for December. Just checked with the DAV Post 1 in Sioux Falls and the vehicle application has not been released yet.**

**VA is changing the process for travel reimbursement. They are going to online computer entry and access and there will not be any kiosks at the clinics to my understanding. I am predicting we will be fielding issues and concerns on this.**

**Attended Sea of Goodwill mtg Friday.**

**Future:**

**Complete my training for Veterans Benefits Management System, finally got access to website.**

**Nothing new on establishing the computer in entry area of the VSO office for veterans to use.**

**Working to get more generalize and meaningful information out to the veterans in the county without telling them to go to a website. Writing articles for local organization's newsletters and providing basic information at their monthly meetings.**

**Any questions or concerns?**

## Cindy Brugman

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**From:** Sarah Petersen  
**Sent:** Thursday, October 29, 2020 11:56 AM  
**To:** Cindy Brugman  
**Subject:** SD CARES ACT Contract  
**Attachments:** SD CARES ACT Contract Agreement Codington signed.pdf

Cindy,

Please add agenda item. Agree to accept Contract between Codington County and South Dakota Housing Development Authority.

Tom Burns reviewed and found no issues with the contract.

Sarah K Petersen, Director  
Codington County Welfare  
605.882.6286

## **SOUTH DAKOTA HOUSING DEVELOPMENT AUTHORITY PROGRAM SERVICES CONTRACT**

Agreement made and entered into this 22nd day of October, 2020, by and between the South Dakota Housing Development Authority, an independent public instrumentality of the State of South Dakota established under South Dakota Codified Law § 11-11-10, of 3060 East Elizabeth Street, Pierre, South Dakota, (the "Authority") and Codington County Welfare, a department of Codington County, a political subdivision of the State of South Dakota, of 125 S. Broadway, Watertown, South Dakota (the "Consultant").

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the "CARES Act"), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19"); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, the Consultant acknowledges that the State may, in its discretion, utilize CARES Act funds to provide emergency financial assistance to individuals and families directly impacted by a loss of income or financial hardship due to the COVID-19 public health emergency, in particular through a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure, all as outlined in applicable U.S. Department of Treasury ("Treasury") guidance and frequently asked questions; and

WHEREAS, due to the COVID-19 public health emergency, individuals and families throughout South Dakota have faced loss of income or increased expenses, creating severe hardship and increasing the risk of homelessness through eviction from or foreclosure of the individuals' and families' primary residence; and

WHEREAS, the State of South Dakota has therefore determined it is necessary to establish, by and through the Authority, an emergency financial assistance program to assist individuals with payment of overdue rent or mortgage payments, as well as utility payments, to avoid eviction, foreclosure, or interruption of utility service (the "Program"), and in order to provide such support through the Authority's partners the State of South Dakota, in its sole discretion, has allocated a portion of its CARES Act funds on a statewide basis to support such efforts as delineated herein; and

WHEREAS, the Authority seeks Consultant's program services to support Authority's provision of assistance to individuals and families through the Program.

NOW THEREFORE, the Authority hereby enters into this Agreement for program services with the Consultant in consideration of and pursuant to the terms and conditions set forth herein.

1. The Consultant will provide program services to support the Program as more fully set out in the Scope of Work attached hereto as Exhibit A and hereby incorporated by reference.
2. The Consultant's services under this Agreement shall commence on October 1, 2020, and end on December 31, 2020, unless sooner terminated pursuant to the terms hereof.
3. The Consultant will not use Authority equipment, supplies or facilities. The Consultant will provide the Authority with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
4. The agreed upon hourly rate for services performed by the Consultant under this Agreement is charged at the rate of fifty dollars (\$50.00) per hour of actual staff time spent, tracked in increments of fifteen (15) minutes. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$25,000.00. The Authority will make payment for services upon satisfactory completion of the services. Payment will be made pursuant to itemized monthly invoices. Payment will be made consistent with SDCL Chapter 5-26.
5. The Consultant agrees to indemnify and hold the Authority, the State of South Dakota, its/their officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the Authority or the State, its officers, agents or employees. The Consultant's obligations under this provision survive termination of this Agreement.
6. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Consultant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

**B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:**

The Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

**C. Business Automobile Liability Insurance:**

The Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

**D. Worker's Compensation Insurance:**

The Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Consultant shall furnish the Authority with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the Authority and provide a new certificate of insurance showing continuous coverage in the amounts required. The Consultant shall furnish copies of insurance policies if requested by the Authority.

7. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent, or employee of the Authority or the State of South Dakota.
8. The Consultant agrees to report to the Authority any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject the Consultant or the Authority to liability. The Consultant shall report any such event to the Authority immediately upon discovery.

The Consultant's obligation under this section shall only be to report the occurrence of any event to the Authority and to make any other report provided for by their duties or applicable law. The Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the Authority under this section shall not excuse or satisfy any obligation of the Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the Authority at any time with or without notice. If termination for such a default is effected by the Authority, any payments due to the Consultant at the time of termination may be adjusted to cover any additional costs to the Authority because of the Consultant's default. Upon termination the Authority may take over the work and may award another party an agreement to complete the work under this Agreement. If after the Authority terminates for a default by the Consultant it is determined that the Consultant was not at fault, then the Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.
10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the Authority. Termination for any of these reasons is not a default by the Authority nor does it give rise to a claim against the Authority.
11. This Agreement may not be assigned without the express prior written consent of the Authority. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
13. The Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
14. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of the Authority. The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the Authority, and to provide insurance coverage for the benefit of the Authority in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

15. The Consultant agrees that permitted or required approval by the Authority of any services or deliverables furnished by the Consultant shall not in any way relieve the Consultant of its responsibility for the professional and technical accuracy and adequacy of its work. The Authority's review, approval, acceptance, or payment for any of the Consultant's services or deliverables herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the Authority caused by the Consultant's performance or failure to perform under this Agreement.
16. The Consultant represents and warrants that:
- A. The Consultant is an entity duly organized, validly existing and in good standing under the laws of its state of organization and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;
  - B. The execution, delivery and performance of this Agreement has been duly authorized by the Consultant and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for the Consultant to enter into this Agreement and perform its obligations under this Agreement;
  - C. The Consultant is duly authorized to conduct business in and is in good standing in each jurisdiction in which Consultant will conduct business in connection with this Agreement;
  - D. The Consultant has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Consultant's performance of the services. Consultant will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense;
17. The Consultant acknowledges the Authority's need to keep confidential information it maintains that is subject to various confidentiality statutes and legal privileges held by the Authority as well as other State of South Dakota agencies, state agency clients, in-state and out-of-state government entities, and third parties.

In order to protect the confidentiality and legal privileges associated with such Authority information, the Consultant agrees that, absent specific approval of the Authority, the Consultant:

- A. Will not, at any time, either directly or indirectly, make public, reveal, or communicate to any person, firm, or corporation or public entity, in any

manner whatsoever, any information concerning any matters affecting or relating to confidential records, data or other information that may be obtained or developed in the course of performing services under this Agreement;

- B. Will not reproduce or transfer in any way or manner or share with any person any confidential data or information provided by the Authority or developed by the Consultant, except as authorized by the Authority; and
  - C. Will not read, review, monitor, access, or attempt entry or other accession, of any data, documents, records, files (private or public), databases, communications, research trails, cookies, hard drives, servers, backup tapes or other back up mechanisms or facilities, on any Authority computer that is not specifically related to the performance of services under this Agreement.
  - D. Consultant will enforce the terms of this Confidentiality Provision to its fullest extent. In the event that an employee, agent, or subcontractor has or is suspected to have violated the terms of this Confidentiality Provision, Consultant agrees to remove such employee, agent, or subcontractor from performing work under this Agreement and to immediately notify the Authority of the violation or suspected violation.
18. The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. The Consultant further agrees that it will immediately notify the Authority if during the term of this Agreement the Consultant or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
19. The Consultant agrees to abide by all applicable provisions of the following assurances:
- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352);
  - B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686);
  - C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.; PL 101-336);
  - D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107);
  - E. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended;



- F. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended;
  - G. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended;
  - H. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq);
  - I. The Civil Rights Restoration Act of 1987;
  - J. The Drug-free Workplace Act of 1988 (41 U.S.C. 702);
  - K. The Buy America Act (49 U.S.C. 5323 (j));
  - L. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328);
  - M. Executive Order 11246 Equal Employment Opportunity
  - N. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708).
  - O. Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).
  - P. Debarment and Suspension (Executive Orders 12549 and 12689).
  - Q. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
20. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to **Lorraine Pollak** on behalf of the Authority, and by and to the **undersigned individual**, on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
21. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
22. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement and Exhibit A constitutes the entire agreement with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

AUTHORITY

BY: Mark Lauseng  
Mark Lauseng  
Executive Director  
South Dakota Housing  
Development Authority

10/22/2020  
(DATE)

CONSULTANT

BY: Sarah K. Petersen  
Sarah K. Petersen  
Director  
Codington County Welfare

10-22-2020  
(DATE)

## **Exhibit A**

### **Consultant Scope of Work**

Consultant will provide all staff necessary for program support in the following areas:

**1. Interaction with the public**

- In-person, email, and telephonic interaction with potential applicants to answer questions, pre-screen eligibility, or refer to alternate assistance sources;
- Assistance to applicants to facilitate completion of applications;
- Public awareness activities through Consultant's established media and public information channels to highlight the Program;
- Interaction with local units of government, housing and/or homelessness commissions, and other non-profit organizations to support the Program;

**2. Application processing**

- Accept completed applications and supporting documentation from applicants for review on behalf of the Authority;
- Analyze applications and supporting documentation for eligibility in accordance with applicable guidelines and requirements set forth by the Authority and federal and state fair housing laws and regulations;
- Contact landlords, mortgage servicers, utility providers, and others as needed to verify applicant eligibility and establish payment processes;
- Refer summary recommendations concerning eligibility to the Authority for final approval, supplying the applicant's full file on request of the Authority;
- Retain all applications for five (5) years, or as directed by the Authority, in the event of U.S. Treasury Department audit;

**3. Fiscal Operations**

- Consultant is not required to perform fiscal operations related to grant funds;

**4. Reporting**

- Track application statistics, such as total number of applications, number referred for approval and denial, etc. and provide reporting to the Authority on a weekly basis;
- Provide a final summary of applications at the conclusion of the Agreement.

Consultant's staff providing services to applicants or analyzing applications under the Agreement shall:

- Have prior experience providing housing-related services to the public;
- Have working knowledge of federal and state fair housing laws and regulations;
- Have working knowledge of basic accounting principles;

- Receive instruction as to maintaining the confidentiality of applicant financial information, except as necessary to assess applications or coordinate payments to qualified third party payees on behalf of the applicant.

**SDML WORKERS' COMPENSATION FUND  
CERTIFICATE OF COVERAGE**

This certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Member Document.

**NAME & ADDRESS OF MEMBER:**

Codington County

14 First Ave. SE

Watertown, SD 57201

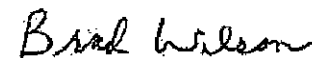
This is to certify that the Member Document listed below has been issued to the Member named above and is in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the Member Document described herein is subject to all the terms, exclusions, and conditions of such Member Document under which it is issued.

Member No.	Effective Date	Expiration Date	Type of Coverage	Limit of Coverage
<u>107</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	Workers' Compensation	Workers' Compensation Statutory Limits
			Employer's Liability	Combined Single Limit of Liability 2,000,000

**Project Identification Number:**

**Date Issued:** 10/23/2020

*"This certificate of coverage does not affirmatively or negatively amend, extend, or alter the coverage afforded by the coverage document".*



Authorized Representative

SDML Workers' Compensation Fund  
Insurance Benefits, Inc. - Administrator  
4901 Isabel Place #210  
Sioux Falls, SD 57108

**NAME & ADDRESS OF CERTIFICATE HOLDER:**

South Dakota Housing Development Authority -  
CARES ACT  
3060 E Elizabeth St

Pierre, SD 57501

# **SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE CERTIFICATE OF COVERAGE**

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the Risk Sharing Certificate listed below.

NAME AND ADDRESS OF MEMBER: Codington County

14 First Avenue SE, Watertown, SD 57201

RISK SHARING/MEMBER NO.: 133

This is to certify that the Risk Sharing Certificates listed below have been issued to the Member named above and is in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the Risk Sharing Certificate described herein is subject to all the terms, exclusions and conditions of such Risk Sharing Certificate and the Intergovernmental Contract under which it is issued.

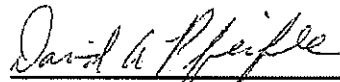
EFFECTIVE DATES	TYPE OF COVERAGE	LIMIT OF COVERAGE
<u>3/01/2020 -</u> <u>3/01/2021</u>	Governmental General Liability	
	General Cvg	<u>\$2,000,000</u> Each Occurrence <u>\$0</u> Deductible Each Claim Including LAE
<u>3/01/2020 -</u> <u>3/01/2021</u>	Governmental Automobile Liability	
	General Cvg	<u>\$2,000,000</u> Each Occurrence <u>\$0</u> Deductible Each Claim Including LAE

This certificate does not affirmatively or negatively amend, extend, or alter the coverage afforded by the coverage document. In the event the coverage document is cancelled prior to the expiration date, notice will be delivered in accordance with the coverage provisions.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

South Dakota Housing Development Authority  
CARES ACT  
3060 E Elizabeth St.  
Pierre, SD 57501

DATE ISSUED: 10/23/2020



Authorized Representative

South Dakota Public Assurance Alliance  
5024 Bur Oak Place, Suite 103  
Sioux Falls, SD 57108

## Cindy Brugman

---

**From:** Rick Hartley <cchighwaydept@vastbb.net>  
**Sent:** Wednesday, October 28, 2020 2:22 PM  
**To:** Cindy Brugman  
**Subject:** [EXT] Change Order Rip Rap 2020  
**Attachments:** CHANGE ORDER RIP RAP PROJECT 10-1 2020.docx; RIP RAP BID 2020.pdf; CLAUSEN AND SONS INVOICE RIP RAP 2020.pdf

Cindy,

Here is the change order for the Rip Rap project. If you have any questions give me a call.

Thank you

Rick Hartley  
Codington County Hwy Supt  
1201 10<sup>th</sup> st Nw  
605-882-6271  
605-881-3542  
cchighwaydept@vastbb.net  
Watertown, SD 57201

# CHANGE ORDER

Change order No. 1

Date November 3, 2020

Agreement Date November 3, 2020

PROJECT NAME: Rip Rap Project County Road 10-1

OWNER: CODINGTON COUNY HWY

CONTRACTOR Clausen and Sons Construction

The following changes are hereby made to the Contract Documents:

**Justification**

Item A. Increase of Rip Rap due to deep mud and deep water.

Total Tons 4226.63 Increase of 2,150

\$ 147,932.05

7,525.00

600.00

Bid B. 1,575 tons reduced to 1,559.01

54,565.35

2,800.00

280.00

Bid C. 1,630 tons reduced to 1221.04

42,736.40

3,640.00

\$260,078.80

Change Order Adjustments Bid Item A

\$ 37,508.80

---

CONTRACT AFTER CHANGE ORDER

\$ 37,508.80

CHANGE ORDER APPROVED BY: \_\_\_\_\_



*my copy*  
**Estimate**

Clausen & Sons Construction LLC  
1300 23rd St SE  
Watertown, SD 57201  
605-882-3735  
Ken, Chad & Jeremy Clausen  
clausenandsons@hotmail.com

Date	Estimate #
9/22/2020	277

Name / Address

Codington County Hwy Dept  
1201 10th St NW  
Watertown SD 57201

Description	Qty	Rate	Total
Project: Rip Rap 10-1, 8-1A, 23-6			
Bid A County Road 10-1			
furnish, haul and install approx tons of Class B rip rap	2,150	35.00	75,250.00
furnish, haul and install approx tons Class A rip rap	580	35.00	20,300.00
furnish and install approx ft drainage fabric	4,300	1.75	7,525.00
install two 18" corrugated metal culverts (furnished by county) 60 ft each	120	5.00	600.00
Bid B County road 8-1A			
furnish, haul and install approx tons Class B rip rap	1,575	35.00	55,125.00
furnish and install approx ft drainage fabric	1,600	1.75	2,800.00
install one 18" corrugated metal culvert (furnished by county)	56	5.00	280.00
Bid C County road 23-6			
furnish, haul and install approx tons Class B rip rap	1,630	35.00	57,050.00
furnish and install approx ft drainage fabric	2,080	1.75	3,640.00
Bid includes mobilization, excise tax and cost of bond			
Thank you for allowing us to quote this project.		<b>Subtotal</b>	\$222,570.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$222,570.00

Clausen & Sons Construction LLC  
1300 23rd St SE  
Watertown, SD 57201  
605-882-3735

# Invoice

Date	Invoice #
10/23/2020	1373

## Bill To

Codington County Hwy Dept  
1201 10th St NW  
Watertown SD 57201

## Terms

## Due Date

Net 30

11/22/2020

Description	Quantity	Rate	Amount
Project: Rip Rap 10-1, 8-1A, 23-6			
Bid A County Road 10-1 furnish, haul and install approx tons of Class B and Class A rip rap All tickets are at my office if needed	4,226.63	35.00	147,932.05
furnish and install approx ft drainage fabric	4,300	1.75	7,525.00
install two 18" corrugated metal culverts (furnished by county) 60 ft each	120	5.00	600.00
Bid B County road 8-1A furnish, haul and install approx tons Class B rip rap ( tickets at office)	1,559.01	35.00	54,565.35
furnish and install approx ft drainage fabric	1,600	1.75	2,800.00
install one 18" corrugated metal culvert (furnished by county)	56	5.00	280.00
Bid C County road 23-6 furnish, haul and install approx tons Class B rip rap ( tickets at office)	1,221.04	35.00	42,736.40
furnish and install approx ft drainage fabric	2,080	1.75	3,640.00
Excise tax included			

Please make check payable to Clausen & Sons Construction and remit to above address.  
Thank you!

## Subtotal

\$260,078.80

## Sales Tax (0.0%)

\$0.00

## Total

\$260,078.80

## Payments/Credits

\$0.00

## Balance Due

\$260,078.80

## Cindy Brugman

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**From:** Steve Molengraaf  
**Sent:** Thursday, October 22, 2020 11:52 AM  
**To:** Cindy Brugman  
**Subject:** FW: [EXT] FW: Codington County Renewal  
**Attachments:** Codington County Renewal 20-25.pdf

Cindy

I need to have this contract renewal on next weeks agenda. The 5 year contract is up December 31, and this will renew the contract for the heating and cooling operations for the courthouse and detention center. The amount per year is \$20750, I believe that it is slightly higher than the previous 5 year contract.

Steve Molengraaf  
Codington County Facility Manager  
605-882-6255  
605-881-9396

---

**From:** Bryan A Lund <Bryan.A.Lund@jci.com>  
**Sent:** Wednesday, October 21, 2020 2:28 PM  
**To:** Steve Molengraaf <codmain@codington.org>  
**Cc:** Natalie N Hahne <Natalie.N.Page@jci.com>  
**Subject:** [EXT] FW: Codington County Renewal

Steve,  
Attached is the renewal we spoke about. Please let us know if you have any questions.



Bryan Lund  
HVAC Branch Service Mgr  
[Bryan.a.lund@jci.com](mailto:Bryan.a.lund@jci.com)  
605-362-5317 office  
605-759-3118 cell  
Toll free service desk  
866-818-5508

---

**From:** Natalie N Hahne  
**Sent:** Wednesday, October 21, 2020 2:25 PM  
**To:** Bryan A Lund <[Bryan.A.Lund@jci.com](mailto:Bryan.A.Lund@jci.com)>  
**Subject:** Codington County Renewal

## Executive Summary

### PLANNED SERVICE PROPOSAL FOR CODINGTON COUNTY COURTHOUSE

Dear Steve,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 5 Years starting 01/01/2021 and ending 12/31/2025.
- The agreement price for first year is \$20750.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Bryan Lund  
Service Manager  
(866) 818-5508

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**  
PREPARED FOR CODINGTON COUNTY COURTHOUSE

**Planned Service Agreement**

Customer Name : CODINGTON COUNTY COURTHOUSE  
Address: 14 1ST AVE SE WATERTOWN, SD 57201-3611  
Proposal Date: 10/21/2020  
Estimate #: 1-18SILN26

**Scope of Service**

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

**Extended Service Options for Premium Coverage**

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

**Equipment List**

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

**Term / Automatic Renewal**

This Agreement takes effect on 01/01/2021 and will continue until 12/31/2025 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

**Refrigerant Charges**

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL  
PREPARED FOR CODINGTON COUNTY COURTHOUSE

**Schedule A - Equipment List**

**CODINGTON COUNTY COURTHOUSE**

**14 1ST AVE SE  
WATERTOWN, SD 57201-3611**

**Boiler, Gas-Fired, Fire Tube, 51-150 HP**

Quantity: 3

Coverage Level: Basic

**Services Provided**

1 Operational  
1 Combustion Analysis  
1 Comprehensive

**Air Handling Unit (AHU), Make-Up Air Unit (MAU), <15 HP**

Quantity: 2

Coverage Level: Basic

**Services Provided**

1 Operational  
1 Comprehensive

**Pump, Circulating, 0-10 HP**

Quantity: 4

Coverage Level: Basic

**Services Provided**

1 Operational  
1 Comprehensive

**Pump, Hot Water, 0-10 HP**

Quantity: 2

Coverage Level: Basic

**Services Provided**

1 Operational  
1 Comprehensive

**Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 0-20 poin**

Quantity: 5

Coverage Level: Basic

**Services Provided**

1 Operational  
1 Comprehensive

**Controls (Controller/End Devices), Generic Input/Output, Johnson Controls, 0-20 points**

Quantity: 14

Coverage Level: Basic

**Services Provided**

1 Operational  
1 Comprehensive

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL  
PREPARED FOR CODINGTON COUNTY COURTHOUSE

<b>CODINGTON COUNTY COURTHOUSE</b>		<b>14 1ST AVE SE WATERTOWN, SD 57201-3611</b>	
<b>Heat Exchanger-All</b>		<b>Services Provided</b>	
Quantity:	3	1	Comprehensive
Coverage Level:	Basic		
<b>Air Compressor/Dryer, Air Compressor, Commercial, &lt;5 HP</b>		<b>Services Provided</b>	
Quantity:	1	1	Operational
Coverage Level:	Basic	1	Comprehensive
<b>Buildup Unit, Supply-Return Fan, 10-40HP</b>		<b>Services Provided</b>	
Quantity:	1	1	Operational
Coverage Level:	Basic	1	Comprehensive
<b>Chiller, Air Cooled, Scroll, 10-40 Tons</b>		<b>Services Provided</b>	
Quantity:	2	1	Operational
Coverage Level:	Basic	1	Comprehensive
		1	Condenser Coil Cleaning
		1	Refrigerant Analysis (2 Circuits)
<b>Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, &lt;8 Tons</b>		<b>Services Provided</b>	
Quantity:	1	1	Cooling Comprehensive (with Economizer)
Coverage Level:	Basic	1	Gas Heating Comprehensive (with Economizer)
		2	Operational (Mid Season - Cooling/Heating with Economizer)
<b>Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons</b>		<b>Services Provided</b>	
Quantity:	2	1	Cooling Comprehensive (with Economizer)
Coverage Level:	Basic	1	Gas Heating Comprehensive (with Economizer)
		2	Operational (Mid Season - Cooling/Heating with Economizer)
<b>Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points</b>		<b>Services Provided</b>	
Quantity:	1	2	Operational
Coverage Level:	Basic	1	Offsite Backup Storage

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL  
PREPARED FOR CODINGTON COUNTY COURTHOUSE

**CODINGTON COUNTY COURTHOUSE**

**14 1ST AVE SE  
WATERTOWN, SD 57201-3611**

**Pneumatic, Room Thermostat**

Quantity: 75

Coverage Level: Basic

**Services Provided**

1 Operational

**Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points**

Quantity: 1

Coverage Level: Basic

**Services Provided**

2 Operational

**Controls (Controller/End Devices), Central Cooling Plant, Johnson Controls, 0-50 points**

Quantity: 1

Coverage Level: Basic

**Services Provided**

2 Operational



## Equipment Tasking

### Air Compressor/Dryer, Air Compressor, Commercial, <5 HP

#### Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Drain condensate from tank and check traps
- Check safety relief valve
- Check condition of pulley and belts (if applicable)
- Inspect air filters and wash or replace as needed
- Replace oil in compressor and check for proper level
- Lubricate motor bearings (per manufacturer's recommendations)
- Check PE switch and starter
- Check pressure reducing station for proper operation
- Inspect pressure reducing station filters and clean or replace as required
- Check for proper operation of air drier
- Check air drier condenser coil
- Brush air dryer, condenser and cover grills as required
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

#### Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Drain condensate from tank and check traps
- Check safety relief valve
- Check condition of pulley and belts (if applicable)
- Inspect air filters
- Check for proper oil level in compressor
- Lubricate motor bearings (per manufacturer's recommendations)
- Check PE switch and starter
- Check pressure reducing station for proper operation
- Check for proper operation of air drier
- Check air drier condenser coil
- Brush air dryer, condenser and cover grills as required
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME  
Jill Schweitzer

DATE  
10/28/2020

EFFECTIVE DATE  
11/15/2020

POSITION TITLE  
Clerk

DEPARTMENT  
Register of Deeds

CURRENT STEP  
12

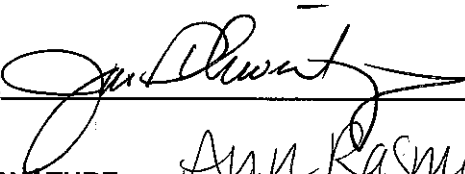
NEW STEP  
13

CURRENT PAY RATE  
\$20.19

NEW PAY RATE  
\$20.44

REASONS FOR CHANGE  
Anniversary Date / Education Incentive

EMPLOYEE SIGNATURE



DEPARTMENT HEAD SIGNATURE



DATE

10/28/2020

COUNTY COMMISSIONERS

DATE

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

# PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME :		DATE:
Megan LaFromboise		10/27/2020
EFFECTIVE DATE:	POSITION TITLE:	DEPARTMENT:
9/1/2020	Deputy State's Atty	State's Atty
CURRENT STEP:	NEW STEP:	
—	—	
CURRENT PAY RATE:	NEW PAY RATE:	
31.61/hr. / 5500. <sup>00</sup> mo.	32.69/hr. / 5,666.67	
REASONS FOR CHANGE:		<b>FILED</b> OCT 28 2020
6 month review as deputy.		
CODINGTON COUNTY AUDITOR		

EMPLOYEE SIGNATURE

DEPARTMENT HEAD SIGNATURE

DATE 10/27/2020

COUNTY COMMISSIONERS

DATE

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