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, September 27, 2022

- 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 September 27, 2022, agenda
- 5. Action to approve the September 20, 2022, minutes of the Board of Codington County Commissioners
- 6. Public Hearing on the 2023 Codington County Provisional budget
- 7. Action to adopt the 2023 Codington County Provisional budget and accompanying resolution
- 8. Monthly Reports
 - a. Emergency Management
 - b. Sheriff
- 9. Action to approve a change order for the Courthouse roofing project
- 10. Discussion/possible action regarding change of County phone system
- 11. Action to re-appoint Highway Superintendent, Rick Hartley, per SDCL 31-11-1
- 12. Action to accept DOH Health Improvement Innovation Grant (Social Services Strategic Planning Marketing) and authorize Chair to sign consultant contract
- 13. Note mileage rate change for Elected Officials per ARSD 5:01:02:01
- 14. Action to approve claims for payment
- 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, October 4, 2022; at the Codington County Court House 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

September 20, 2022

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, September 20, 2022, at the Codington County Court House. Commission members present were: Lee Gabel (via zoom), Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair Hanten, presiding. The pledge of allegiance was led by Chair Hanten.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair Hanten 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 Waterman, to approve the September 20th, 2022 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Waterman, to approve the minutes of September 8th, 2022; all voted aye; motion carried.

PLAT RESOLUTIONS

Zoning Officer, Luke Muller, reviewed two plats and noted both have been recommended for approval by the Codington County Planning and Zoning Commission. The Board adopted the following resolutions.

RESOLUTION #2022-22

A Resolution to approve the platting of the Don Mack 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:

Don Mack Addition, located in the Southwest Quarter (SW1/4) of Section 32-T116N-R51W of the 5th Prime Meridian, 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; all voted aye; whereupon the Chair of the Board of County Commissioners declared the same to be duly passed and adopted.

Dated this 20th day of September, 2022, at Watertown, Codington County, South Dakota

Brenda Hanten

Commission Chair, Codington County, South Dakota

STATE OF SOUTH DAKOTA

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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 2022-22, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 20th day of September, 2022, at Watertown, Codington County, South Dakota.

Cindy Brugman

County Auditor, Codington County, South Dakota

RESOLUTION #2022-23

A Resolution to approve the platting of the Redlin Second 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:

Redlin Second Addition, located in the East Half (E1/2) of the Northeast Quarter (NE1/4) of Section 19-T119N-R52W of the 5th Prime Meridian, in the former Sisseton Wahpeton Indian Reservation, 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 Gabel; all voted aye; whereupon the Chair of the Board of County Commissioners declared the same to be duly passed and adopted.

Dated this 20th day of September, 2022, at Watertown, Codington County, South Dakota

Brenda Hanten

Commission Chair, Codington County, South Dakota

Codington County, 20 September 2022

STATE OF SOUTH DAKOTA

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Cindy Brugman

County Auditor, Codington County, South Dakota

FLOOD MAPS UPDATE

Zoning Officer, Luke Muller, advised the Board that the adoption process for updating of flood maps will be slowed due to data, sent to FEMA since 2015, not being accepted.

2023 PROVISIONAL BUDGET PUBLIC HEARING

The Board held a public hearing, as previously advertised, to allow any and all interested parties to comment on the 2023 Codington County Provisional Budget. Chair Hanten opened the public hearing at this time. No comments were offered by persons present for this hearing. Chair Hanten closed the public hearing at this time. The Board will conduct a final public hearing, during their regular meeting, on September 27th, 2022. The provisional budget will be adopted during the Board's regular meeting on September 27th at which time the budget may be amended upon action of the Board.

MONTHLY REPORTS

Welfare Director, Sara Foust, presented the Board with a report of unique individuals served during August along with other office updates. CARES/ERA August hours 60 with \$3,000 in administrative fees reimbursed; ICAP 25.4 hours for case management, housing assistance, jail needs, apartment needs, and community meetings. The Welfare Director attended the SDACO annual conference; the Beacon Center invited Welfare office staff to participate in certification training for Adult Needs & Strengths Assessment; IMPACT program - working on setting up the Community Assessment Referral Team meeting; currently there are no hotels in Watertown that will accept vouchers from the Welfare Office or Salvation Army for clients in need of temporary shelter. The Interagency Meeting centered on Resilient Communities; Helpline Center/211 Codington County Network of Care - a meeting will be held in November to establish guidelines. Strategic Planning included housing, community transformation, mental health, centralized services & community education, and childcare. The Welfare Director discussed a transportation need in the office to transport clients to various agencies as necessary. Facilities Manager, Steve Molengraaf, updated the Board. Detention Center – generator issues are being addressed and a cell door is being manufactured to replace a door per a previously approved project. Ag. Building – several events are taking place at the facility and the American Corn Hole Association will be conducting a competition in the facility October 6 - 8, 2022. Courthouse – the reroofing project has been completed and a change order will need to be approved at the Board's next meeting. Memorial Park – staff is preparing the facility for the September 30th closing for the season and the Girl Scout agreement is being reviewed by the States Attorney. 2022 bookings have resulted in \$170,669.08 in revenue and point of sale revenue stands at \$4,045.00. Weed Department - 3/4 of the County ROW have been sprayed; 1/3 of the Township ROW have been completed; State roads will be addressed after re-growth following a recent top-cut; and the State Weed Commission meeting and tour was held on September 21st and 22nd, which was attended by the Facilities Manager and Chair Hanten. Highway Supt., Rick Hartley, updated the Board. Fall mowing is underway; dig outs have taken place on County road 8 - east of Rauville; 2022 asphalt projects are not yet complete as shoulder work is still

being completed; the Micro-seal project is complete on County roads 6A and 17-4; the shop in Henry has been updated/improved; the DOT may change the current format for the striping of County roads in the coming years; and striping of County roads, which were chip sealed this summer, should begin approximately October 1st this year, subject to weather conditions.

WATERTOWN COMMUNITY FOUNDATION GRANT

Motion by Johnson, second by Waterman, to authorize the Welfare Director to apply for grant funding from the Watertown Community Foundation to complete a survey to assess childcare needs; all voted aye; motion carried.

SOUTH DAKOTA COMMUNITY FOUNDATION - BEYOND IDEA GRANT

Motion by Gabel, second by Johnson, to authorize the Welfare Director to apply for grant funding from the South Dakota Community Foundation for a community needs assessment and to establish a collective impact model "Backbone Infrastructure" – hire a consultant to facilitate this process; all voted aye; motion carried.

HIGHWAY SHOP FOREMAN MECHANIC JOB DESCRIPTION

Motion by VanDusen, second by Waterman, to approve an updated job description for the position of County Highway Shop Foreman Mechanic; all voted aye; motion carried.

HIGHWAY SHOP FOREMAN MECHANIC POSITION VACANCY

Motion by Johnson, second by Waterman, to approve advertising and hiring of a Highway Shop Foreman Mechanic to fill a vacancy; all voted aye; motion carried.

CELL PHONE STIPENDS

Motion by VanDusen, second by Gabel, to approve \$40 per month cell phone stipends for the following new hire Deputy Sheriffs: Chandler Flowers, effective 7/1/2022 and Dakota Dobbs, effective 10/1/2022; all voted aye; motion carried.

DETENTION CENTER INTERCOM SYSTEM

Motion by VanDusen, second by Gabel, to accept a proposal from Integrated Technology & Security, in the amount of \$49,838.69, for an intercom system in the Detention Center, as budgeted; all voted aye; motion carried.

COMMISSIONER GABEL WAS EXCUSED AT 10:03 AM

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

Motion by Johnson, 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 August, 2022, all present voted aye; motion carried.

Cash on hand	\$	6,787.64
Checks in Treasurers' possession		
less than 3 days	\$	50,914.89
Credit Card Charges	\$	5,170.54
Cash Items	\$	488.25
TOTAL CASH ASSETS ON HAND	\$	63,361.32
RECONCILED CHECKING		
Great Western Bank Checking (Memorial Park)	\$.	7,213.00
Reliabank Dakota	\$ 35	,512,772.19
INVESTMENTS		
SD Public Funds Investment	\$	7,266.24

Codington County, 20 September 2022

TOTAL CASH ASSETS	\$35,590,612.75
General Ledger Cash Balance by Funds	
General	\$18,491,259.08
General restricted cash	\$ 500,000.00
Sp. Revenue	\$15,631,643.27
Custodial	\$ 967,710.40
(schools 175,309.56, townships 58,924.45; city/towns 48	8,357.91)
TOTAL GENERAL LEDGER CASH	\$35,590,612.75

The Board noted Register of Deeds fees, in the amount of \$34,752.90 were collected in the month of August, 2022.

CLAIMS APPROVED

Motion by Johnson, second by Waterman, to approve a claim in the amount of \$23,064.58, payable to the City of Watertown, for July 911 surcharge collections; Gabel, Waterman, Johnson, and Hanten voted aye; VanDusen was recused; motion carried. Motion by VanDusen, second by Johnson, to approve for payment the following list of claims; all voted aye; motion carried: A-OX WELDING 21.76 SUPPLIES, A&B BUSINESS SOLUTIONS 25.01 REP, AC PROPERTIES 6690.00 RENT, AGTERRA TECHNOLOGIES, INC 7210.00 SVC, ALCOHOL MONITORING SYSTEMS 1295.30 SVC. AMERICINN 154.00 TRAV, CAROLE ANDERSON 54.20 JURY, AP AUTO PROS 330.00 REP, AUSTIN LAW OFFICES 9613.80 SVC, AUTOMATIC BUILDING CONTROLS 897.00 REP, AVERA MCKENNAN 2984.00 SVC, AVERA SACRED HEART HOSPITAL 500.00 SVC, AXON ENTERPRISE, INC 1376.58 EQUIP, BANNER ASSOCIATES, INC 13456.50 OTHER IMPROVE., BARCODES LLC 378.87 SUP, BOB BARKER CO. 387.36 SUP, BATTERIES UNLIMITED 239.99 SUP, BAUER LAW OFFICE PC 2201.80 SVC, BEACON CENTER 1000.00 PMT, RHONDA BLAIS 52.52 JURY, BRYAN BLEEKER 25.00 CELL, BLUEPEAK 366.77 UTIL, BLUEPEAK 79.99 UTILITIES, BORNS GROUP 2.79 POST, BORNS GROUP 2485.08 POST, BOYS & GIRLS CLUB 7896.00 PMT, DOUGLAS BRANDRIET 52.52 JURY, BRATLAND LAW 1464.50 SVC, BRIAN'S GLASS & DOOR INC. 370.00 REPAIRS/MAINT., BROWNELL'S 129.99 SUP, BROWNLEE CONSTRUCTION 150.00 REPAIRS/MAINT., BUILDING SPRINKLERS INC 379.45 REP, BURNS LAW OFFICE 3000.00 SVC, NEIL BUSCH 65.00 REF, BUTLER MACHINERY 1415.02 SUPPLIES, PATRICIA CABLER 52.52 JURY, CARTNEY BEARING & SUPPLY 194.61 REPAIRS/MAINT., JEFF CASE 25.00 CELL, CASHWAY LUMBER INC. 27.18 REP, CENTURYLINK 629.54 UTIL, CITIWIDE PROPERTY MANAGEMENT 3240.00 RENT, RICK CLARK 50.84 JURY, CODINGTON-CLARK ELECTRIC COOPE 35.62 UTILITIES, CODINGTON CLERK OF COURTS 750.81 PMT, CODINGTON TREASURER PETTY CASH 63.25 SUP, COLE PAPERS, INC. 4402.42 SUP, COMPASS COUNSELING 4500.00 SVC, REBECCA CONGER 51.68 JURY, CONNECTING POINT COMPUTER CENT 6636.00 MAINT, CONNECTING POINT 97.00 SUPPLIES, CONSOLIDATED CORRECTIONAL 15016.00 SUP, CORNELL APARTMENTS 308.00 RENT, CRAWFORD-OSTHUS FUNERAL CHAPEL 3779.29 SVC, CREDIT COLLECTIONS BUREAU 725.62 PMT, CREDIT COLLECTIONS BUREAU 151.18 PMT, CULLIGAN WATER CONDITIONING 450.50 SUP, DAKOTA DATA SHRED 442.67 SUP, DAKOTA FLUID POWER INC. 333.40 REPAIRS/MAINT., DAKOTA PORTABLE TOILETS, INC 680.00 RENT, MATTHEW DARGATZ 25.00 CELL, ANDREW DELGADO 54.00 TRAV, DIAMOND VOGEL PAINT CENTER 53.64 SUP, JAMIE DOLEN 25.00 CELL, DUININCK INCORPORATED 999842.95 PMT, DUPONT ELECTRICAL, LLC. 1387.76 REPAIRS/MAINT., EASTSIDE EQUIPMENT 3300.00 EQUIP, EIGHT TEN PROPERTIES. LLC 1740.00 RENT, RYAN ELLIOTT 40.00 CELL, ELLYSON LAW OFFICE 4325.83 SVC, EMC INSURANCE 521.00 REPAIRS/MAINT., ENGELSTAD ELECTRIC CO. 809.96 REP, MARIA ESCAMILLA 40.00 CELL, RANDALL G. FALVEY 25.00 CELL, FIRST INTERSTATE BANK MASTERCARD 237.63 MISC, ROBIN FLEMMING 63.44 JURY, TOWN OF FLORENCE 156.40 UTILITIES, ALLISON FORBUSH 40.00 CELL, DAN FOX 165.07 SVC, GALLS, LLC 197.65 SUP,

DANNILLE GOETTE 20.00 WIT, GRAINGER 447.08 SUP, GREAT AMERICA FINANCIAL SVC 435.54 RENT, GREEN, ROBY, OVIATT, 8315.45 SVC, PAUL GRIEPP 2640.00 RENT, JUSTIN HALAJIAN 40.00 CELL, ADAM HANSON 51.68 JURY, RICK HARTLEY 40.00 CELL, RON HARTLEY 25.00 CELL, DAVID HEDDING 25.00 CELL, JAMES HEDGES 25.00 CELL, MICHAEL HENRICHS 72.68 JURY, HILLYARD/SIOUX FALLS 764.63 SUP, RICK HOLINKA 25.00 CELL. HYVEE #1871 ACCTS RECEIVABLE 945.85 SUP, INTERLAKES COMMUNITY ACTION 1152.92 PMT, INTERSTATE ALL BATTERY CENTER 1882.40 SUP, JC RENTALS 4800.00 RENT, JEFFERSON PARTNERS LP 50.50 ASST, DOUGLAS JERDE 51.68 JURY, BART JOHNSON 324.00 REF, JOHNSON CONTROLS, INC. 513.47 REP, KIM JOHNSON 110.63 TRAV, MITCHELL KALLHOFF 25.00 CELL, JOHN DEERE FINANCIAL 1538.84 REPAIRS/MAINT., KIESLER POLICE SUPPLY 1088.20 SUP, RICHARD KOHN 25.00 CELL, K&R MANAGEMENT 2903.82 RENT, KEVIN KRANZ 58.40 JURY, J.H. LARSON COMPANY 72.37 REP, VAL LARSON 24.00 SVC, LATC CORPORATE EDUCATION 4416.00 GRANT, LEWIS & CLARK BHS 368.00 SVC, LEWNO LAW OFFICE 146.57 SVC, LINCOLN CO TREASURER 1418.55 SVC, DARCY LOCKWOOD 24.00 SVC, JODI LOEHRER 732.58 TRAV, THE LOFTS, LLC 1739.20 RENT, STEVEN LOWRY 40.00 CELL, LTD BROADBAND 109.99 UTIL, CAPITOL ONE TRADE CREDIT 100.66 SUP, CAPITOL ONE TRADE CREDIT 43.54 SUPPLIES, CHARLES MACK 53.36 JURY, MACKSTEEL WAREHOUSE, INC. 235.34 SUP, MAIER RENTALS 3200.00 RENT, MATHESON TRI-GAS INC 90.45 SUP, RUSSELL MATHEWS 40.00 CELL, LES MCELHANEY PROPERTIES 2800.00 RENT, MENARDS 1028.68 SUP, MENARDS 358.36 SUPPLIES, MEND CORRECTIONAL CARE 14777.32 SVC, MIDCONTINENT COMMUNICATIONS 364.76 UTIL, MULTI BUSINESS SOLUTIONS INC 3350.00 SVC, MUNICIPAL UTILITIES 2813.73 ASST, MUNICIPAL UTILITIES 17818.22 UTIL, MUNICIPAL UTILITIES 396.79 UTILITIES, NAPA CENTRAL 1271.12 SUPPLIES, SHAWN NILLS 40.00 CELL, NORTH CENTRAL RENTAL & LEASING 2920.00 REPAIRS/MAINT., NORTHERN CON-AGG 6683.74 SUPPLIES, NORTHWESTERN ENERGY 186.19 UTILITIES, NYBERG'S ACE 12.34 SUPPLIES, OFFICE PEEPS, INC. 5661.03 SUP, OFFICE PEEPS 44.48 SUPPLIES, JERROD OLSON 40.00 CELL, OTTERTAIL POWER CO, 83.58 UTILITIES, MICHELLE PEDERSON 40.00 CELL, PERFORMANCE TOWING 297,00 SVC, PHARMCHEM INC 94.35 SUP. PMB 0112 214.11 UTIL, POMP'S TIRE SERVICE, INC. 3354.76 SUPPLIES, PRAIRIE FIRE SOLUTIONS, LLC 340.00 REP, PRAIRIE LAKES HEALTH CARE CENT 5110.24 SVC, PRAIRIE PASQUE 1372.95 RENT, PRIES LASER WORKS 1776 LLC 65.00 SUP, PRINT 'EM NOW 349.00 SUP, QUALITY INN & SUITES 539.00 ASST, DAN RADERSCHADT 5955.00 RENT, RAMKOTA PIERRE 288.00 TRAV, ANJALI A RANADIVE 3850.00 SVC, RC FIRST AID 107.00 SUPPLIES, REDWOOD TOXICOLOGY LABORATORY 1777.50 SUP, ADAM REEVES 40.00 CELL, REBECCA MORLOCK REEVES 40.00 CELL, ROBYN RITER 25.00 CELL, JAY ROBERTS 94.00 TRAV, RON'S SAW SHOP 83.99 REP, TODD ROSE 330.25 TRAV, RUNNING SUPPLY INC. 215.30 SUPPLIES, DAWN RUSSELL 317.40 SVC, FRED SAUER 52.52 JURY, TREVER SCHIMMEL 40.00 CELL, SCHUMACHER ELEVATOR COMPANY 808.62 REP, BRAD SCHWINGER 25,00 CELL, SD ATTORNEY GENERAL'S OFFICE 3615.00 PMT, SD DEPARTMENT OF HEALTH 90.00 SVC, SD DEPARTMENT OF PUBLIC SAFETY 2700.00 MAINT, SOUTH DAKOTA DEPT. OF TRANSPOR 850.16 REPAIRS/MAINT., S.D. FEDERAL PROPERTY 1755.00 SUP, SD STATE TREASURER 671411.94 SEPTEMBER REMITTANCE, SDACO 750.00 PMT, SDHSC 600.00 SVC, SDN COMMUNICATIONS 1363.51 UTIL, MELISSA SEARS 40.00 CELL, SECURUS TECHNOLOGIES 1472.80 SUP, HEIDI SELCHERT 40.00 CELL, SERVICE PLUS 59.00 REP, SHERWIN WILLIAMS 1918.93 SUP, SHOPKO EYECARE 4054 124.99 SVC, SIOUX EQUIPMENT 234.61 REPAIRS/MAINT., SIOUX RURAL WATER SYSTEM 58.60 UTILITIES, SIOUX VALLEY COOP 7746.63 FUEL, SIOUX VALLEY COOP 4206.39 SUPPLIES, KAREN SKINNER 51.68 JURY, SOCIA LAW, PC 6133.68 SVC, SODAK PROPERTIES 3223.00 RENT, LYNN SOLBERG 86.00 CELL, SOUTH DAKOTA HOUSING 55414.51 FUNDS, TOWN OF SOUTH SHORE 76.00 UTILITIES, SOUTH SHORE GAZETTE 1664.23 PUB, SPENCER QUARRIES, INC. 3574.77 SUPPLIES, STEVE STAHLKE 25.00 CELL, STAN HOUSTON 675.00 RENT, STAN HOUSTON EQUIPMENT 25.00

REPAIRS/MAINT., STAR LAUNDRY 3048.27 SUP, STAR LAUNDRY 190.83 SUPPLIES, MICHAEL STURM 59.24 JURY, SUTTON LAW OFFICE PC 5268.66 SVC, SCOTT SWANSON 25.00 CELL, THOMSON REUTERS-WEST 1294.10 SUP, THREE ACORNS, LLC 775.00 RENT, THREE OAKS II 4292.00 RENT, DOUGLAS D. TORSTENSON 25.00 CELL, JAMES TORSTENSON 20.00 CELL, TRANSOURCE 169.39 REPAIRS/MAINT., TWO WAY SOLUTIONS, INC 7463.64 REP, JENNIFER VAN DER LINDEN 51.68 JURY, VAN DIEST SUPPLY COMPANY 8245.00 SUP, VERIZON WIRELESS 1971.92 UTIL, VERIZON 40.01 UTILITIES, VISA – RELIABANK 1183.65 MISC, MARLONIE VOGELSANG 25.00 CELL, GAIL WAHL 1500.00 PMT, SCOTT WAHL 1500.00 PMT, ERIC WALDNER 70.16 JURY, WALMART - CAPITAL ONE 369.76 SUP, CAPITAL ONE 239.26 SUPPLIES, WARNE PLUMBING 998.57 REP, TODD B WARNE 40.00 CELL, WATERTOWN AMBULANCE 250.00 SVC, WATERTOWN FORD 194.27 SVC, WATERTOWN MHP, LLC 3040.99 RENT, WATERTOWN PUBLIC OPINION 1099.00 PUB, DARIAN WHITLOCK 20.00 WIT, WW TIRE SERVICE INC 726.20 REP, XEROX CORPORATION 127.00 SUPPLIES, YANKTON CO. SHERIFF 50.00 SVC, YANKTON CO TREASURER 127.50 SVC, SHANE YOST 40.00 CELL, KARA ZAUG 60.92 JURY.

PERSONNEL CHANGES

Motion by VanDusen, second by Johnson, to approve the following personnel changes: Cindy Feldmeyer, new hire Auditor Administrative Assistant, G25/step 1 - \$19.58 per hour, effective 9/19/2022 and Dakota Dobbs, new hire Deputy Sheriff, G40/step 1 - \$25.11 per hour, effective 9/15/2022; all voted aye; motion carried.

TRAVEL REQUESTS

Motion by Johnson, second by Waterman, to approve the following travel requests; all voted aye; motion carried: Facilities Manager, SD Parks & Recreation annual conference and 2022 Joint Safety & Loss Training conference.

EXECUTIVE SESSION

Motion by Johnson, second by Hanten, to enter into executive session, per SDCL 1-25-2 (1), personnel issues; at 10:10 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:46 a.m., no action was taken. Human Resource Representative, Natalie Remund was present for executive session.

ADJOURNMENT

With no further business to come before the Board, a motion was made by Johnson, second by Waterman, to adjourn at 10:46 a.m., until 9:00 a.m., Tuesday, September 27th, 2022; 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 lisability in employment or the provision of service. Published once at the total approximate cost of \$

COUNTY TAX LEVIES	DOLLARS	\$'S/1,000	_
WITHIN LIMITED LEVY	9,415,249.00	2.841	
*General County Purposes			ADOPTION OF ANNUAL BUDGET FOR
10-12-9			Codington County, South Dakota
Library			1
	*		Whereas, (7-21-5 thru 13), SDCL provides that the Board of County
			Commissioners shall each year prepare a Provisional Budget of all
			contemplated expenditures and revenues of the County and all it's
			institutions and agencies for such fiscal year, and,
LIMITED LEVY (10-12-21)-			Whereas, the Board of County Commissioners did prepare a
SUB TOTAL	9,415,249.00	2.84	Provisional Budget and cause same to be published by law, and
OUTSIDE LIMITED LEVY:	2,113,213.00	2.017	Whereas, due and legal notice has been given to the meeting of the
County Snow Removal Fund			Board of County Commissioners for the consideration of such
(34-5-2)			Provisional Budget and all changes, eliminations, and additions
Highway and Bridge Reserve			have been made thereto.
(10-12-13)			NOW THEREFORE BE IT RESOLVED, That such provisional
Courthouse, Jail, etc., Bldg.			budget as amended and all it's purposes, schedules, appropriations,
(7-25-1)			amounts, estimates, and all matters therein set forth, SHALL BE
Bond Interest Sinking	+		APPROVED AND ADOPTED AS THE ANNUAL BUDGET OF
(7-24-18)			THE APPROPRIATIONS AND EXPENDITURES FOR
(7-24-16) Ag Building			CODINGTON COUNTY, South Dakota and all it's institutions
Ag Bunding (7-27-1)			and agencies for calendar year beginning January 1, 2023 and
(/-2/-1)			-
	+ +		ending December 31, 2023, and the same is hereby approved and
	+		adopted by the Board of County Commissioners of Codington
	+		County, South Dakota this 27th day of September, 2022. The
	+		Annual Budget so adopted is available for public inspection during
			normal business hours at the office of the County Auditor,
NA NAMES AND TOTAL	 		Codington County, South Dakota. The accompanying taxes
JNLIMITED LEVY - SUB TOTAL	0.00	0.000	are levied by Codington County for the year January 1, 2023
			through December 31, 2023.
LIMITED AND UNLIMITED			BOARD OF COUNTY COMMISSIONERS OF
LEVY - SUB-TOTAL	9,415,249.00	2.841	CODINGTON COUNTY, SOUTH DAKOTA
OTHER SPECIAL LEVIES			
SECONDARY ROAD (Unorg. PT-76)			
(31-12-27)			Brenda Hanten
Fire Protection (34-31-3)			Chair Brenda Hanten
		·····	
			Lee Gabel
**************************************			Commissioner Lee Gabel
			Charlie Waterman
			Commissioner Charlie Waterman
OTAL TAXES LEVIED BY COUNTY	9,415,249,00	2.841	
			Myron Johnson
			Commissioner Myron Johnson
			•
These Amounts include the 25% to be distributed	d to Cities.		
			Troy VanDusen
			Commissioner Troy VanDusen
as of September 27th, 2022 these levies are not a	oproved by the		

Cindy Brugman

Cindy Brugman, County Auditor

GUARANTEE ROOFING & SHEET METAL

Contractor Name codington county courthouse

Contractor Address 14 1st ave se

City, State, Zip watertown,sd 57201

Scope of Work Description:

CHANGE ORDER #1 tear off existing wet insulation, install plywood at perimeter wall

Trade: Roofing & Sheet Metal
Sub's Name: Guarantee Roofing & Sheet Metal

Project:

Date: _____Sales Tax %: 0.00%

Sub's Name:
Project:
Date:

Scone of Work Description		Mat	Materials				Labor			Equipment	ment		
cope of work Describation	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	Hrs.	Total	Eq. Type	# Hrs.	Rate	Total	Total Cost
	plywood and anchors		43	\$50.00	\$2,150.00		ļ 	\$0.00				\$0.00	\$2.150.00
	labor	Ė	120	\$85.00	\$10,200.00	\$85.00		\$0.00		<u></u>	·····	\$0.00	\$10,200.00
	tear off insulation				\$0.00	\$85.00		\$0.00		<u></u>		\$0.00	\$0.00
	dunp		-	\$950.00	\$950.00	\$85.00		\$0.00				\$0.00	\$950.00
***************************************	labor	Ė	110	\$85.00	\$9,350.00			\$0.00				\$0.00	\$9,350.00
	crane		-	\$1,000.00	\$1,000.00			\$0.00				\$0.00	\$1,000.00
	crane operator	Ė	12	\$85.00	\$1,020.00			\$0.00				\$0.00	\$1,020.00
					\$0.00			\$0.00				\$0.00	\$0.00
					\$0.00			\$0.00				\$0.00	\$0.00
					\$0.00			\$0.00				\$0.00	\$0.00
					\$0.00		*****	\$0.00				\$0.00	\$0.00
					\$0.00			\$0.00				\$0.00	\$0.00
					\$0.00			\$0.00			 ! !	\$0.00	\$0.00
					\$0.00			\$0.00				\$0.00	\$0.00
					\$0.00			\$0.00			 	\$0.00	\$0.00
					\$0.00	<u>i</u>		\$0.00				\$0.00	\$0.00
					\$0.00			\$0.00				\$0.00	\$0.00
					\$0.00			\$0.00				\$0.00	\$0.00
					\$0.00			\$0.00				\$0.00	\$0.00
					\$0.00			\$0.00				\$0.00	\$0.00
					\$0.00		****	\$0.00				\$0.00	\$0.00
					\$0.00			\$0.00				\$0.00	\$0.00
Subtotals					\$24,670.00		0.00	\$0.00		0.0		\$0.00	\$24,670.00
											•	Taxes	\$0.00

Page_1_ of_1_

Sub's OH&P Total Cost

10%

APPOINTED HIGHWAY SUPERINTENDENT CODINGTON COUNTY

I hereby acknowledge that I am appointed under SDCL 31-11-1 to the position of Highway Superintendent for Codington County for a period of 24 months ending October 1, 2024

My appointment is to serve at the pleasure of the Codington County Commission.

I understand and agree, as condition of my employment, that I am subject to termination, at any time, with or without cause, upon resolution of the Codington County Commission with a thirty (30) day notice.

I do not have any property interest in my position, and I understand that I cannot join the union.

Rick Hartley Codington County Highway Superintendent September 27, 2022

Brenda Hanten, Chair Codington County Commission September 27, 2022

<u>2 3 S C 0 9 _ _ _ _ _ </u>

STATE OF SOUTH DAKOTA CONSULTANT CONTRACT BETWEEN

Codington County Welfare 7 W Kemp Ave Watertown, SD, 57201 (605) 882-6286 Division of Family and Community Health Office of Disease Prevention & Health Promotion 600 East Capitol Avenue Pierre, SD 57501-2536 (605) 773-3361

South Dakota Department of Health

Referred to as "Consultant"

Referred to as "State"

State and Consultant hereby enter into a contract for Professional Services.

I. CONSULTANT

- A. The term of this Contract shall begin September 1, 2022 and end May 31, 2023.
- B. Consultant is not a full or part-time employee of State or any agency of the state of South Dakota.
- C. Consultant, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
- D. Consultant will not use equipment, supplies or facilities owned by the state of South Dakota.
- E. Consultant will not purchase capital assets or equipment using State funds.
- F. Consultant agrees to:
 - 1. Implement the approved Health Improvement Innovation workplan, including, but not limited to the following:
 - a. Create a media campaign to raise awareness about the social services available in Codington County and how to access them based on the needs identified in the strategic planning process completed by the Codington County Social Services Advisory Council.
 - b. Promote the strategic plan through local media, social media, and print materials.
 - c. Create a centralized landing page for social services on the Codington County Welfare website.
 - d. Provide materials for social services events.
 - e. Highlight a different social service each month through an awareness campaign.

- 2. Complete all strategies funded by the State and outlined in the workplan as part of the agreement.
- 3. Submit an agreed upon monthly progress report and itemized invoice to the State by the 10th of each month. A final invoice for the contract period will be required no later than June 9, 2023, as determined by the State.
- 4. Acknowledge SD DOH as the funding source for any funded material. The use of SD DOH and other program logos are protected and cannot be utilized without the written permission of SD DOH.
- 5. Obtain prior written approval from the State for changes to the approved work plan and budget if changes are requested during the funding cycle.
- 6. Obtain written approval from the State prior to changing grant facilitators or fiscal agents.
- 7. The fiscal agent must carry commercial general liability insurance coverage, which cannot be paid for with award funds.
- 8. Maintain phone and email capability. Notify the state if any information changes.
- 9. Establish and maintain communication with the State.
- 10. Funds may not be used for trainings or speakers unless approved by the SD DOH.
- 11. Funds may not be used to purchase permanent electronic equipment (laptops, printers, TVs, furniture, etc.).
- 12. Funds may not be used to fund political parties, candidates, partisan political organizations, individuals, or "for-profit" businesses.
- 13. Funds may not be used for research, construction, or renovation.
- 14. Funds may not be used to lobby for State of South Dakota laws or ordinances.
- 15. Funds may not be used for direct clinical care.
- 16. Funds may not be used for out-of-state travel.
- 17. Funds may not be used for the purchase of food or drink.
- G. INSURANCE: Consultant agrees, at its sole cost and expense, to maintain the following insurance:

1. <u>Commercial General Liability Insurance:</u>

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

2. Professional Liability Insurance:

Consultant shall procure and maintain professional liability insurance with a limit of not less than one million dollars.

3. Business Automobile Liability Insurance:

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

4. Worker's Compensation Insurance:

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

5. Certificates of Insurance:

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

- H. Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of performing services hereunder. This section does not require Consultant to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents or employees.
- I. This contract does not require Consultant to engage in a function or activity involving the use or disclosure of State's Protected Health Information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR § 160.103.

II. STATE

A. State will pay, upon the State's satisfaction that the payments are in accordance with all items of the contract, up to \$25,000.00. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used.

B. State will not pay Consultant expenses as a separate item.

Travel expenses will be reimbursed at state rates as defined in South Dakota Administrative Rules 05:01:02:14 (In State Per Diem) and 05:01:02:11 (Out of State Per Diem), found at http://sdlegislature.gov/rules/RulesList.aspx.

- C. TOTAL CONTRACT AMOUNT (Not to Exceed) \$25,000.00. Payment will be made consistent with SDCL Ch. 5-26.
- D. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported. However, the final invoice of the State of South Dakota fiscal year, ending every year on June 30th, shall be submitted no later than June 9th so payment may be made in the same Fiscal Year as the services are provided.

E. State agrees to:

Remit funds to cover expenses upon receipt of an itemized monthly invoice.
 Reimbursement for personnel salary, fringe benefits, travel/training, and supplies will be in accordance with the approved budget.

III. OTHER PROVISIONS

- A. CHOICE OF LAW AND FORUM. The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. INTEGRATION. This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. TERMINATION: This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. NOTICE: Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Consultant Contact Person on behalf of 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.
- E. ASSURANCES: The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbing Amendment (31 USC 1352), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, and Section 106 (g) of the Trafficking Victims Protection Act of 2002, as amended (22 U.S.C. 7104) as applicable.
- F. RESTRICTION OF BOYCOTT OF ISRAEL: Pursuant Executive Order 2022-01, for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract Consultant certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and

agreed that, if this certification is false, such false certification will constitute grounds for State to terminate this contract. Consultant further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.

- G. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: Consultant agrees that neither Consultant, nor any of Consultant's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Consultant will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Consultant, or any of Consultant's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Consultant further agrees that if this contract involves federal funds or federally mandated compliance, then Consultant is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- H. FUNDING TERMINATION: This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.
- I. NONASSIGNMENT/SUBCONTRACTING: Consultant shall not assign this contract, or any portion thereof, without the prior written consent of State. Consultant's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of State. Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. 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.
- J. FEDERAL AND STATE LAWS: Consultant agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.
- K. OWNERSHIP: All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Consultant's business, will become the sole property of State. State hereby grants Consultant the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Consultant's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Consultant shall be delivered to State upon completion or termination of services under this contract.
- L. REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE: Consultant agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Consultant or State to liability. Reporting to State under this section does not satisfy Consultant's obligation to report any event to law enforcement or other entities as required by law.
- M. SEVERABILITY: In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.

N. AUDIT REQUIREMENTS:

(EXPENDING \$750,000 OR MORE)

A nonprofit subrecipient, (as well as profit hospitals) (Consultant), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.

Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completed satisfactorily.

- O. FORCE MAJEURE: Neither Consultant nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.
- P. CONTRACT ORIGINAL AND COPIES: An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Consultant.
- Q. RECORD RETENTION/EXAMINATION: Consultant agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- R. LICENSING AND COMPLIANCE: The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.
- CONFIDENTIALITY OF INFORMATION: For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5. modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.
- T. CONFLICT OF INTEREST: Provider agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.
- U. RECYCLING. State strongly encourages Consultant to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

The parties signify their agreement by signing below.

Beth Dokken, Director Division of Family and Community H Department of Health	Date ealth	Consul	tant Signature	Date
2 - Parametri VI II Valla.		Brenda	Hanten	
			Type Consultant N	lame
		bhanter	@codington.org	
Darcy McGuigan, Director Division of Finance Department of Health	Date		ant e-mail address	
State Contact Person:Laura Streich		Phone:	(605) 773-7046	
Consultant Contact Person: Sara Foust		Phone:	(605) 882-6286	
The following shall be completed by th	e Consultan	ıt:		
Nonprofit Profit				
Consultant fiscal year beginning		_ and ending _		
The following shall be completed by th	e State:			
MSA Account code 5204				
Fund Source Name:	Fund Source	Name:	Fund Source	Name:

2000 – Federal COVID 2000 – Federal COVID 2000 – Federal COVID

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

CFDA No:

Program: 0901001-

3047-Other

1000-General

CO: 2018-Federal

CFDA No: 93.391

3047-Other

1000-General

Program: 0904006-R20RC

CO: 2018-Federal \$25,000.00

CFDA No:

Program: 0901001-

CO: 2018-Federal

3047-Other

1000-General

Fund	Act G/L#	Vendor Name			-· · · ·	Amount
101	411.0 429.3 09/13/2022 09/13/2022 09/13/2022 09/13/2022	THE LOFTS, LLC SOUTH DAKOTA HOUSING THREE OAKS II		Total For G/L #: 429.31	:	1,739.20 55,414.51 2,067.00 2,225.00
				10ta: F0: 0/L#. 429.31		61,445.71
101	411.0 429.3	2 ERA - 2 RENT/UTILITIES				
	09/13/2022	· · · · · · · · · · · · · · · · · · ·	,		!8	3,150.00
	09/13/2022	AC PROPERTIES			:8	3,540.00
	09/13/2022	CITIWIDE PROPERTY MANAGEMEN	т .		14	1,485.00
	09/13/2022	CITIWIDE PROPERTY MANAGEMENT	Т		<u>\$</u> 4	1,755.00
	09/13/2022	CORNELL APARTMENTS			15	308.00
	09/13/2022	PAUL GRIEPP			ā	2,640.00
	09/13/2022	JC RENTALS				4,800.00
	09/13/2022	K&R MANAGEMENT				2,840.00
	09/13/2022			. •		63.82
	.09/13/2022	MAIER RENTALS				3,200.00
	09/13/2022	LES MCELHANEY PROPERTIES				2,800.00
	09/13/2022					2,813.73
	09/13/2022				1113	1,372.95
	09/13/2022	DAN RADERSCHADT			.777	5,955.00
	09/13/2022	SODAK PROPERTIES			-805	3,223.00
	09/13/2022	WATERTOWN MHP, LLC			830	1,440.00
	09/13/2022	WATERTOWN MHP, LLC			830	1,600.99
				Total For G/L#: 429.32		42,987.49
			Total For Act #:			104.433.20
		Total For Fund#: 101				104,433.20

09/21/2022 Opt #64-1,1,1

CODINGTON COUNTY *** CHECKS DETAILED HISTORY REPORT **

Page 1

Fund Act G/L#	Vendor Name	Desc	cription	Box Status	Check#	Amount
204 311.0 433.10 09/13/2022	R&B HAUL ROAD RESTORATION BANNER ASSOCIATES, INC	OTHER IMPROVE		99	164659	665.00
	Tota! For Fund#: 204	Total For Act #: 311.0	G/L#: 433.10			665.00 665.00 665.00



INDIVIDUAL EMPLOYEE TRAVEL REQUEST

SEP 1 9 2022

CODINGTON COUNTY AUDITOR
Department States Attorney
Name of traveling employee
Employee title Employee status exempt nonexempt
Purpose of travel Attend mid-year States Attorney Confétraining
Method of transportation <u>Automobive</u>
Destination
Departure date and time Destination arrival date and time
Return departure date and time eturn arrival date and time
Costs of travel
Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) Vehicle mileage - \$210.00 approx.
Lodging expense 2 rooms - 75.00/night+tak. Night/room will be veimbursed.
Meals Registration

Other costs

Overtime costs involved in the requested travel

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

Is this travel a budgeted item? Yes \(\section No_

County Commission

Yes_____ No ____ If no, why _____

Travel request approved: yes_____ no ____ Comments___

Commission Chairman, _____ Date ____

Department Weed & Pest
Name of traveling employee
Employee title Employee status exempt X nonexempt
Purpose of travel Weed District Meetings
Method of transportation County vehicle
Destination Rapid City & Pierre, SD
Departure date and time
Return departure date and time_ <u>Opm_Return arrival date and time_</u>
Costs of travel
Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) <u>fuel</u>
Lodging expense \$200
Meals <u>\$32</u> Registration <u>\$30</u>
Other costs
Overtime costs involved in the requested travel
Can the traveling employee's hours be flexed to reduce or eliminate overtime costs?
Yes <u>X</u> No If no, why
Is this travel a budgeted item? Yes X No_
County Commission
Travel request approved: yes no Comments
Commission Chairman, Date

DepartmentWeed & Pest
Name of traveling employee
Employee title Employee status exempt X nonexempt
Purpose of travel Weed District Meetings
Method of transportation County vehicle
Destination
Departure date and time Destination arrival date and time 1
Return departure date and time_Return arrival date and time
Costs of travel
Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) <u>fuel</u>
Lodging expense
Meals\$ Registration\$30
Other costs
Overtime costs involved in the requested travel
Can the traveling employee's hours be flexed to reduce or eliminate overtime costs?
Yes X No If no, why
Is this travel a budgeted item? Yes X_ No
County Commission
Travel request approved: yes no Comments
Commission Chairman, Date

Department	Government Buildings
Name of traveling employee	
Employee title	Employee status exempt nonexempt _X_
Purpose of travel202	22 Annual Safety & Loss Training Conference
Method of transportation	County vehicle
Destination	~ _ .
Departure date and time_	_Destination arrival date and time
Return departure date and time_	pm Return arrival date and time
Costs of travel	
	ehicle mileage, vehicle rental, etc.) <u>fuel</u>
Lodging expense	\$120
Meals <u>\$22</u> F	Registration <u>\$70</u>
Other costs	
	equested travel
Can the traveling employee's hou	urs be flexed to reduce or eliminate overtime costs?
Yes X No If no	, why
Is this travel a budgeted item? Ye	es X No_
County Commission	
Travel request approved: yes	no Comments
Commission Chairman	Date

Department	Weed & Pest
Name of traveling employee	
Employee titleWeed Board	Employee status exempt nonexempt _x_
Purpose of travel	
	County vehicle
Destination	
Departure date and time	Destination arrival date and time
Return departure date and time_	eturn arrival date and time 1
Costs of travel	
Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) <u>fuel</u>	
Lodging expense	
Meals \$ Re	
Other costs	
Overtime costs involved in the requested travel	
Can the traveling employee's hours be flexed to reduce or eliminate overtime costs?	
Yes <u>X</u> No If no, why	
Is this travel a budgeted item? Yes \underline{X} No	
County Commission	
Travel request approved: yes no Comments	
	noComments
Commission Chairman,	Date