

**AGENDA**  
**Codington County Board of Commissioners**  
**Codington County Court House, 14 1<sup>st</sup> Ave SE, Watertown SD**  
**Commission Chambers, Room #114**  
**9:00 a.m., Tuesday, October 17, 2023**

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 October 17, 2023, agenda
5. Action to approve the October 10, 2023, minutes of the Board of Codington County Commissioner
6. Tax deed property auction
7. Update by Eric Kunzweiler, Chief Executive Officer, Inter-Lakes Community Action Partnership
8. Monthly Reports
  - a. Highway
  - b. Welfare
  - c. Facility Manager
9. Discussion/possible action to approve Chair to sign Joint Powers Agreement with the State DOT
10. Discussion/possible action to approve Chair to sign Project Development Agreement Proposal with Johnson Controls for HVAC Equipment, Products and Services for Courthouse Generator & Extension Building Generator & Fire Protection Installation
11. Action to authorize application for FY25 Contractual Weed Grant
12. Action to accept grand funds from the Watertown Area Community Foundation for marketing Connect Cares
13. Discussion/possible action to authorize Welfare Director to apply for a Sioux Valley Coop fuel card and Chair to sign the application
14. Note the Board will not meet on 10/31/2023 due to previously adopted policy
15. Discussion/possible action to enact a burn ban resolution
16. Action to approve abatement applications
17. Action to approve claims for payment
18. Action to approve automatic budget supplements
19. Action to approve personnel changes
20. Action to approve travel requests
21. Public Notices – a possible quorum of Commissioners could be in attendance at:
  - a. Sioux Valley Commissioners Association meeting, 11/08/2023, 12:00 noon, St. Paul's Lutheran Church, Clear Lake
  - b. Farm Business Banquet, November 30, 2023, 5:30 p.m., Studio 212 (former Shopko building)
22. Old Business

**23. New Business**

**24. Open**

- a. Public Comments
- b. Commission Comments

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

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

**26. Action to adjourn upon completion of agenda item**

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 1<sup>st</sup> Ave SE  
Watertown, SD 57201**

October 10, 2023

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, October 10, 2023, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Randall Schweer; Chair Gabel, presiding. The pledge of allegiance was led by Auditor, Brenda Hanten.

**CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS**

Chair Gabel 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 Schweer, to approve the October 10<sup>th</sup>, 2023 agenda as posted; all voted aye; motion carried.

**MINUTES APPROVED**

Motion by Johnson, second by Waterman, to approve the minutes of October 3<sup>rd</sup>, 2023; all voted aye; motion carried.

**MONTHLY REPORTS**

**Auditor, Brenda Hanten**, updated the Board: working on property tax values, for taxes payable in 2024; Dept. of Revenue sent out the school values last week and working on them; will be attending an election school to learn all the new rules that have been adopted by the rules committee and the Secretary of State Office. **Director of Equalization, Shawna Constant**, updated the Board: Nearing the November 1 assessment deadline, continue to take applications for the assessment programs which also the deadline for these is November 1<sup>st</sup>, the appraisers are finishing up their fieldwork for the summer reappraisal; starting the commercial building permits in the city limits of Watertown, to get some of the bigger new buildings measured before it gets cold, then will start the residential building permits by the end of the month, which will take a couple months to complete.

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

Motion by VanDusen, second by Schweer, 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 September, 2023, all present voted aye; motion carried.

Cash on hand	\$ 6,390.39
Checks in Treasurers' possession	
less than 3 days	\$ 149,955.88
Credit Card Charges	\$ 9,390.24
Cash Items	\$ 441.50
<b>TOTAL CASH ASSETS ON HAND</b>	<b>\$ 166,178.01</b>
<b>RECONCILED CHECKING</b>	
Great Western Bank Checking (Memorial Park)	\$ 1,000.00
Reliabank Dakota	\$ 702,581.62
<b>INVESTMENTS</b>	
SD Public Funds Investment	\$30,875,000.00

Codington County, 10 October 2023

TOTAL CASH ASSETS	<b>\$31,744,759.63</b>
General Ledger Cash Balance by Funds	
General	\$21,435,252.00
General restricted cash	\$ 500,000.00
Sp. Revenue	\$ 8,480,922.13
Custodial	\$ 1,328,585.50
(schools \$468,132.61, townships \$63,322.24; city/towns \$112,836.98)	
TOTAL GENERAL LEDGER CASH	<b>\$31,744,759.63</b>

The Board noted Register of Deeds fees, in the amount of \$32,189.85 were collected in the month of September, 2023.

#### **SURPLUS LAW ENFORCEMENT VEHICLE**

Motion by VanDusen, second by Schweer, to declare GEN01639 – 2017 Ford Explorer, VIN6928; surplus, to be traded for a new law enforcement vehicle; per the request of Sheriff Howell; all voted aye; motion carried.

#### **LACTF FUNDS**

Motion by Johnson, second by Schweer, to approve allocating a one-time payment from the Local Assistance and Tribal Consistency Funds in the amount of \$1,000.00 which is 1% of the total amount received of \$100,000.00 to the South Dakota Assn. of County Commissioners on behalf of NACO (National Assn. of Counties) for the purpose to support the National Center for Public Land Counties; all voted aye; motion carried.

#### **BURN BAN DISCUSSION**

The Board decided there was no need to at this time.

#### **CLAIMS**

Motion by VanDusen, second by Schweer, to approve for payment the following list of claims; all voted aye; motion carried. A-OX WELDING 21.76 SUPPLIES, ACCREDITATION, AUDIT AND 150.00 SVC, A&B BUSINESS SOLUTIONS 28.76 REP, ADVANCED CORRECTIONAL 18583.16 SVC, ADVANTAGE GRAPHICS 1080.00 SUP, ANGELA HYDE 750.00 SVC, AIRGAS USA, LLC 30.15 SUP, ALCOHOL MONITORING SYSTEMS 916.70 SVC, AMG RADIOLOGY ABERDEEN 51.00 SVC, AP AUTO PROS 385.00 EQUIP, AUSTIN LAW OFFICES 5985.70 SVC, AUTO VALUE 7.99 SUP, AVERA MCKENNAN HOSPITAL 1121.98 SVC, AVERA ST LUKES HOSPITAL 280.81 SVC, AXON ENTERPRISE, INC 1895.00 SUP, BANNER ASSOCIATES, INC 609.00 REPAIRS/MAINT., BOB BARKER CO. 1546.20 SUP, BATTERIES UNLIMITED 32.00 SUP, BATTERIES UNLIMITED 19.99 REPAIRS/MAINT., BAUER LAW OFFICE PC 5561.60 SVC, BEACON CENTER 1000.00 PMT, JOHN BEASLEY 53.06 JURY, SHANNON BERG 4900.00 RENT, BLUEPEAK 484.87 UTIL, BLUEPEAK 79.99 UTILITIES, BORNS GROUP 2627.58 POST, BOYS & GIRLS CLUB 7896.00 PMT, DOUGLAS BRANDRIET 53.06 JURY, BRATLAND LAW 7671.70 SVC, BUTLER MACHINERY 17598.70 SUPPLIES, JEFF CASE 25.00 CELL, CHRISTIANSON APARTMENTS 3228.00 RENT, CITIWIIDE PROPERTY MANAGMENT 350.00 RENT, RICK CLARK 51.02 JURY, CODINGTON CLARK ELECTRIC 199.78 ASST, CODINGTON-CLARK ELECTRIC COOPE 35.62 UTILITIES, CODINGTON TREASURER PETTY CASH 16.50 EQUIP, COLE PAPERS, INC. 2075.97 SUP, COLE'S PETROLEUM 7335.41 SUPPLIES, CONNECTING POINT COMPUTER CENT 14855.00 SUP, CONNECTING POINT 1830.50 SUPPLIES, CONSOLIDATED CORRECTIONAL 14786.16 SUP, SHAWNA CONSTANT 296.90 TRAV, CORNELL II APARTMENTS 2504.00 RENT, CR LAURENCE CO, INC 7036.37 EQUIP, C & R SUPPLY 280.35 SUP, CREDIT COLLECTIONS BUREAU 900.40 PMT, CREDIT COLLECTIONS BUREAU 351.51 PMT, CRESCENT ELECTRIC SUPPLY COMPA 87.71 REPAIRS/MAINT., CULLIGAN WATER CONDITIONING 170.50 SUP,



DAKOTA SUPPLY GROUP 325.86 REP, MATTHEW DARGATZ 25.00 CELL, DELANEY NIELSEN  
 SANNES PC 20337.00 SVC, ANDREW DELGADO 134.00 TRAV, DIAMOND DRUGS, INC 1664.90  
 SVC, DIAMOND MOWERS, INC 431.76 SUPPLIES, JAMIE DOLEN 25.00 CELL, DOUG'S  
 ANCHOR MARINE 751.33 REP, DANA DRACY 50.00 SVC, DUININCK INCORPORATED  
 10000.00 REPAIRS/MAINT., CAROL DUNN 55.10 JURY, JOSEPH DUPONT 52.04 JURY, EIGHT  
 TEN PROPERTIES, LLC 1740.00 RENT, ELITE DRAIN & SEWER CLEANING 175.00 REP, MARIA  
 ESCAMILLA 140.00 PMT, FALL RIVER COUNTY SHERIFF'S 220.00 SVC, RANDALL G.  
 FALVEY 25.00 CELL, FARMERS IMPLEMENT & IRRIGATION 544.53 REPAIRS/MAINT.,  
 DANIEL FAWCETT 211.00 REF, FIRST DISTRICT ASSN OF LCL GOV 100.00 SUP, ALLISON  
 FORBUSH 220.00 PMT, FOX LAW FIRM, PLLC 285.76 SVC, WENDY FRENCH 51.02 JURY, D  
 LEE GABEL 158.12 PMT, MICHELLE GAIKOWSKI 756.50 SVC, GAST SALES, INC 315.95 SUP,  
 GH2.0 320.00 RENT, GIGFIRE 80.00 UTIL, GRAINGER 149.24 SUP, GREAT AMERICA  
 FINANCIAL SVC 283.70 RENT, GREEN, ROBY, OVIATT, 6425.50 SVC, TRAVIS GUTZMER  
 154.00 TRAV, JUSTIN HALAJIAN 40.00 CELL, ADAM HANSON 104.08 JURY, BRENDA  
 HANTEN 109.76 TRAV, RICK HARTLEY 40.00 CELL, RON HARTLEY 25.00 CELL, HARTWIG  
 HEATING 51591.55 REP, DAVID HEDDING 25.00 CELL, JAMES HEDGES 25.00 CELL, HEFTY  
 SEED COMPANY 5354.10 SUP, WADE HEISER 2550.00 RENT, HELSPER, MCCARTY &  
 RASMUSSEN 19616.95 SVC, HILLYARD/SIOUX FALLS 546.64 SUP, HOLIDAY INN EXPRESS  
 200.00 TRAV, CHERI HOWELL 134.00 TRAV, TROY HOYLES 565.00 SVC, HUMAN SERVICE  
 AGENCY 23233.50 SVC, HYVEE #1871 ACCTS RECEIVABLE 267.88 SUP, INTERLAKES  
 COMMUNITY ACTION 2282.43 PMT, JEFFERSON PARTNERS LP 220.48 TRAV, JEFF'S  
 VACUUM CENTER 22.99 REP, DOUGLAS JERKE 104.08 JURY, JOHNSON CONTROLS, INC.  
 5614.34 MAINT, MYRON JOHNSON 132.20 TRAV, JOURNAL TECHNOLOGIES, INC 5.27 SUP,  
 JURGENS PRINTING 49.00 SUP, MITCHELL KALLHOFF 25.00 CELL, MARK KATTERHAGEN  
 33.00 SVC, AARON KELLER 1640.00 RENT, DEBRA KELLER 76.52 JURY, KENNEDY PIER  
 LOFTUS & REYNOLDS 866.70 SVC, JOHN DEERE FINANCIAL 291.72 SUPPLIES, RICHARD  
 KOHN 25.00 CELL, CHAD KOISTINEN 52.04 JURY, ERIK KOSAK 25.00 CELL, DARLENE  
 KRUSE 55.10 JURY, VAL LARSON 33.00 SVC, LEWIS & CLARK BHS 639.00 SVC, LINCOLN CO  
 TREASURER 1493.25 SVC, LOAD KING, LLC 158.21 REPAIRS/MAINT., THE LODGE @  
 DEADWOOD 480.00 TRAV, DAVID LOWE 57.14 JURY, MAAG PROPERTIES, LLC 1375.00  
 RENT, CAPITOL ONE TRADE CREDIT 95.21 SUP, CAPITOL ONE TRADE CREDIT 190.69  
 SUPPLIES, MACKSTEEL WAREHOUSE, INC. 37.65 SUP, MACKSTEEL WAREHOUSE, INC.  
 50.75 SUPPLIES, MARSHALL & SWIFT/BOECKH, LLC 2120.30 MAINT, FIRST INTERSTATE  
 BANK 473.90 PMT, MASTERS TELECOM LLC 270.52 UTIL, LES MCELHANEY PROPERTIES  
 4950.00 RENT, MCKESSON MEDICAL SURGICAL 162.16 SUP, MCKINLEY COURT -  
 RIVERSIDE MHP 2133.28 RENT, MENARDS 1685.14 SUP, MENARDS 46.45 SUPPLIES, MICK'S  
 SCUBA 325.00 SVC, MIDCONTINENT COMMUNICATIONS 364.35 UTIL, MIDWEST  
 AUTOMOTIVE INC 189.99 SUP, KLAYTON MILLER 25.00 CELL, KATIE MOES 80.00 REIMB,  
 MULTI BUSINESS SOLUTIONS INC 3520.00 SVC, MUNICIPAL UTILITIES 13616.96 UTIL,  
 MUNICIPAL UTILITIES 4292.94 ASST, MUNICIPAL UTILITIES 131.08 UTIL, MUNICIPAL  
 UTILITIES 407.75 UTILITIES, MUTH ELECTRIC 578.08 REP, NAPA CENTRAL 264.62 SUPPLIES,  
 BARBARA NELSON 2200.00 RENT, LAW OFFICE OF JENNIFER NELSON 363.80 SVC,  
 NEWMAN TRAFFIC SIGNS 1351.91 SUPPLIES, ERIC NIELSEN 26.00 REF, SHAWN NILLS 40.00  
 CELL, NORTHERN SAFETY TECHNOLOGY 5107.58 REP, NORTHWESTERN ENERGY 171.42  
 ASST, NORTHWESTERN ENERGY 169.42 UTILITIES, ODNEY 600.00 SVC, OFFICE PEEPS, INC.  
 3110.35 SUP, OFFICE PEEPS 130.20 SUPPLIES, OTTERTAIL POWER CO, 45.35 UTILITIES,  
 SUSAN PATRICK 2300.00 RENT, MICHELLE PEDERSON 240.00 PMT, PELICAN TOWNSHIP  
 44586.32 PMT, PENNINGTON COUNTY JAIL 738.28 TRAV, PITNEY BOWES 210.00 RENT,  
 POMP'S TIRE SERVICE, INC 28.75 REP, POMP'S TIRE SERVICE, INC. 528.29 SUPPLIES,  
 PRAIRIE LAKES HEALTH CARE CENT 8093.86 SVC, PRECISION KIOSK TECHNOLOGIES  
 16200.00 RENT, PRINT 'EM NOW 308.00 SUP, PRO MAINTENANCE 1700.00 REP, PROSOURCE

SPECIALTIES LLC 745.29 SUP, T&L QUICKCARE, LLC 170.00 SVC, BEST WESTERN PLUS RAMKOTA 1010.00 TRAV, ANJALI A RANADIVE 7350.00 SVC, ANN RASMUSSEN 122.00 TRAV, REDWOOD TOXICOLOGY LABORATORY 1959.48 SUP, REBECCA MORLOCK REEVES 40.00 CELL, ROBYN RITER 25.00 CELL, JAY ROBERTS 197.00 TRAV, RON'S SAW SHOP 349.00 REPAIRS/MAINT., TODD ROSE 40.00 TRAV, HAROLD ROUNDS 25.00 CELL, RUNNINGS 92.93 SUP, DAWN RUSSELL 176.85 SVC, SANFORD HEALTH 2374.00 SVC, FRED SAUER 106.12 JURY, DEAN SCHAEFER COURT REPORTING 300.00 SVC, TREVER SCHIMMEL 134.00 TRAV, RANDY SCHWEER 112.20 TRAV, BRAD SCHWINGER 25.00 CELL, SD ATTORNEY GENERAL'S OFFICE 4212.00 PMT, SD DEPARTMENT OF HEALTH 7689.77 PMT, SD DEPARTMENT OF HEALTH 3245.00 SVC, SD DEPARTMENT OF PUBLIC SAFETY 2700.00 REP, SOUTH DAKOTA DEPT. OF TRANSPOR 1116.91 REPAIRS/MAINT., S.D. FEDERAL PROPERTY 50.58 SUP, SD SHERIFFS ASSOCIATION 1609.75 DUES, SD STATE TREASURER 669854.22 SEPTEMBER REMITTANCE, SDACC 20.00 TRAV, SDACO 640.00 PMT, SDN COMMUNICATIONS 1363.51 UTIL, SDWA BAY MHP, LLC 2537.53 RENT, MELISSA SEARS 240.00 PMT, HEIDI SELCHERT 240.00 PMT, SHERATON SIOUX FALLS 225.00 TRAV, SHERWIN WILLIAMS 434.24 SUP, SIGN SOLUTIONS 62.81 SUPPLIES, SIOUX RURAL WATER SYSTEM 55.00 UTILITIES, SIOUX VALLEY COOP 6609.27 SUP, KAREN SKINNER 104.08 JURY, SNAP-ON 51.25 SUPPLIES, SOCIA LAW, PC 12319.62 SVC, LYNN SOLBERG 40.00 CELL, BRENT SOLUM 40.00 TRAV, TOWN OF SOUTH SHORE 86.00 UTILITIES, SOUTH SHORE GAZETTE 453.56 PUB, STEVE STAHLKE 25.00 CELL, STAR LAUNDRY 3228.94 SUP, STAR LAUNDRY 133.62 SUPPLIES, STATE INDUSTRIAL PRODUCTS 76.25 SUP, STEVE'S WORLD 1009.14 REPAIRS/MAINT., KATHLEEN STRICKER 51.02 JURY, SCOTT SWANSON 25.00 CELL, THOMSON REUTERS-WEST 652.42 SVC, THREE ACORNS 1036.00 RENT, DOUGLAS D. TORSTENSON 25.00 CELL, JAMES TORSTENSON 20.00 CELL, TRAV'S OUTFITTER INC 716.88 UNIF, TRITECH SOFTWARE SYSTEMS 565.44 REP, TRUE TRAVEL UNLIMITED 525.60 TRAV, TWO WAY SOLUTIONS, INC 175.00 SUPPLIES, ULINE 1538.82 EQUIP, DUSTIN VANCLEVE 14.00 REF, JENNIFER VAN DER LINDEN 104.08 JURY, VAN DIEST SUPPLY COMPANY 12408.00 SUP, VERIZON WIRELESS 2213.80 UTIL, VERIZON WIRELESS 1168.54 UTIL, VERIZON 40.01 UTILITIES, RELIABANK VISA 372.43 PMT, RELIABANK VISA 1940.74 PMT, RELIABANK VISA 20.00 PMT, RELIABANK VISA 920.20 PMT, RELIABANK VISA 138.29 PMT, RELIABANK VISA 206.94 PMT, RELIABANK VISA 1561.62 PMT, RELIABANK VISA 157.52 PMT, RELIABANK VISA 60.74 PMT, MARLONIE VOGELSANG 25.00 CELL, ERIC WALDNER 74.48 JURY, WALMART - CAPITAL ONE 254.07 SUP, WATERTOWN AMBULANCE 500.00 SVC, WATERTOWN FORD 649.42 REP, WATERTOWN FORD 386.30 REPAIRS/MAINT., WATERTOWN LAWN & GARDEN 105.00 SUP, WATERTOWN MHP, LLC 1781.64 RENT, WATERTOWN MOTOR COMPANY 70823.00 EQUIP, WATERTOWN PUBLIC OPINION 2142.37 PUB, WIGHT & COMES FUNERAL CHAPEL 3952.00 SVC, WINDOW PROS 17.00 REP, KRISTIN WOODALL 421.40 SVC, WATERTOWN LANDFILL 33.62 SVC, WW TIRE SERVICE INC 774.66 REP, WYODAK PROPERTIES, LLC 1550.00 RENT, XEROX CORPORATION 116.31 SUPPLIES, YANKTON CO. SHERIFF 100.00 SVC, YANKTON CO TREASURER 372.90 SVC, LUKE YELLOW ROBE 1500.00 SVC, YOUNGBERG LAW 203.30 SVC, YWH, LLC 4925.00 RENT,

### **PERSONNEL CHANGE**

Motion by Johnson, second by Waterman, to approve the following personnel changes: new hire, Morgan Brandenburg (Wermedal), Public Safety Support Tech, Jail, step 3/\$21.71 per hour, effective 10-15-2023; new hire, David Winnett, part-time Corrections Officer, step 1/\$23.86 per hour, effective 10-10-2023; all voted aye; motion carried.

### **TRAVEL REQUEST**

Motion by VanDusen, second by Schweer, to approve the following travel requests: Director of Equalization Office staff to attend a workshop, Weed & Pest Dept. staff to attend district meetings,

Highway Dept. staff to attend a conference, and Auditor Office staff to attend training; all voted aye; motion carried.

**ADJOURNMENT**

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Schweer, to adjourn at 9:19 a.m., all voted aye; motion carried.

ATTEST:

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Brenda Hanten  
Coddington County Auditor

Coddington 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 \$\_\_\_\_\_

14 1 AVE SE  
WATERTOWN SD 57201  
(605) 882-6274

PROPERTY OWNER: CODINGTON COUNTY

14 1 AVE SE  
WATERTOWN SD 57201-

Property Address: 1201 4 AVE NW  
MH Serial #:

Title #:

Legal: WATERTOWN CITY  
LOT 10  
BLK 7  
DAVIS ADD TAX EXEMPT

DAVIS ADD

10 - 7 - 0 - 0

Record #: 6846

Total Acres/Lots: .00

Filed:  
Deed Type: QTCL  
Lot Size: 25 X 150

Instrument: 12/18/1980  
Sequence:  
Last known Selling Price:

Book: 295  
Sale Codes: - -

Page: 440  
Year Built: 0  
Parcels Sold:

#### TAXING DISTRICTS

Town/Township: 51 WATERTOWN CITY  
School: 14-4 WATERTOWN SCHOOL

#### Special Districts -

1: 0	4: 0	7: 0
2: 1 EAST DAKOTA WATER	5: 0	8: 0
3: 0	6: 0	9: 0

	2023 F & T	LOC? #	CO.? #	ST.? #	2022 Last Year
Ag Building Exemption:					
AG BR AG-D1					
BC AG-DC2					
LR AG-D					
LC AG-DC					
NA BR NA-D1					
BC NA-DC2					
LR NA-D					
LC NA-DC					
MH NA-DM1					
OO BR NA-D1-S					
LR NA-D-S					
MH NA-DM1-S					
TOTALS:	0	0	0	0	0

QUIT CLAIM DEED—State Form

43-25-7A

OTTES N. SHARP, et al

grantor of 435 9th Ave. NE, Watertown, Codington  
County, State of South Dakota, for and in consideration of  
One and NO/100 Dollars,  
convey and quit claim to Codington County, the  
grantee, of Watertown, SD P. O. all interest in the following described real  
estate in the County of Codington in the State of South Dakota:

Lot 10 Block 7 Davis Addition to City of Watertown

Dated this 18 day of December, 19 80

*Ottis M. Sharp*  
*Viola A. Sharp*

STATE OF SOUTH DAKOTA,  
County of Codington ss.

STATE OF SOUTH DAKOTA, COUNTY OF CODINGTON-SS  
FILED THIS 15 DAY OF June 1981 AT 2:55 O'CLOCK P. M. BOOK 295  
PAGE 440 *Indezmet* DEPUTY

On this the 18th day of December, 19 80, before me

Lois R. Barrett

the undersigned officer, personally  
appeared Otis M. Sharp and Viola A. Sharp, known to me  
or satisfactorily proven to be the person whose names subscribed to the within instrument  
and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

*Lois R. Barrett*

NOTARY PUBLIC

My commission expires June 13, 19 88

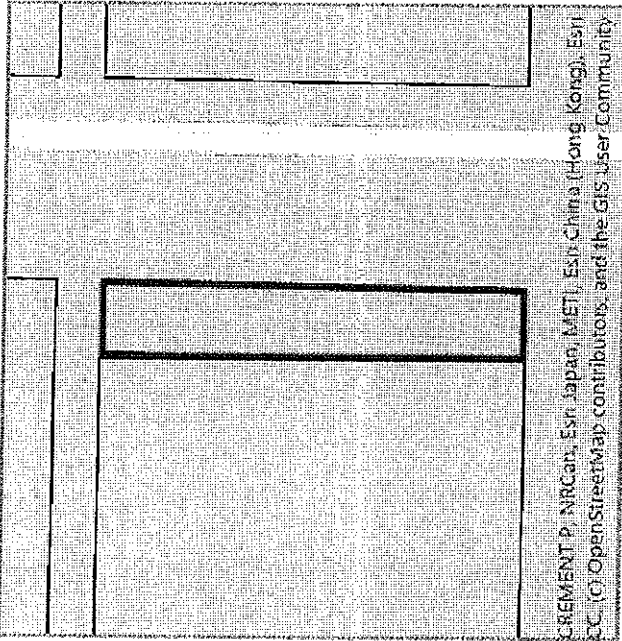
Title of Officer



Historical Assessed Values - Updated 3/3/2023			
Year	Land	All Bldgs	Total
2023	\$0	\$0	\$0
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$0	\$0	\$0
2014	\$0	\$0	\$0
2013	\$0	\$0	\$0
2012	\$0	\$0	\$0
2011	\$0	\$0	\$0
2010	\$0	\$0	\$0
2009	\$0	\$0	\$0
2008	\$0	\$0	\$0
2007	\$0	\$0	\$0
2006	\$0	\$0	\$0



Codington County, SD - Property Report 8/22/2023		
Record #	Property Address	Legal
6846	1201 4 Ave Nw	LOT 10 BLK 7 DAVIS ADD TAX EXEMPT



Owner Information	
Owner Name	CODINGTON COUNTY
Street	14 1 AVE SE
City	WATERTOWN
State	SD
Zip	57201-



Mobile  
Maps and  
Information

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Parcel Information			
Legal Acres	Landuse Class	School District	Last Updated
0	CITY	14-4	1/1/2009
			25 X 150

Public Land Survey Information			
Township/Town Name	Section/Lot	Range	Twp/Block
WATERTOWN CITY	10		7



**JOINT POWERS FORCE ACCOUNT AGREEMENT  
BETWEEN  
STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
AND  
CODINGTON COUNTY, SOUTH DAKOTA**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as "STATE," and Codington County, South Dakota, referred to in this Agreement as "COUNTY."

**1. JOINT POWERS**

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by COUNTY and STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

**2. BACKGROUND:**

- A. COUNTY has sustained damage to COUNTY'S Federal Aid Highway System due to a natural disaster, with the extent of the damage being identified in the Detailed Damage Inspection Report(s) (DDIR), attached to and incorporated in this Agreement as **Exhibit B**.
- B. The beginning date for Traditional Flooding for the 2023 Flood is April 9, 2023.
- C. COUNTY is eligible for Federal Aid Emergency Relief Funds for restoration of said damaged highways as provided for under Federal Aid Policy Guide Part 668.
- D. It is necessary to expedite repair of the damaged COUNTY highway(s) in order to provide for the safe movement of essential and emergency traffic.
- E. The damaged COUNTY highway(s), collectively referred to in this Agreement as "PROJECT," whether one or more, is/are identified as follows:

Traditional Flooding Projects, beginning date April 9, 2023:

Site No.	Project No.	PCN	Total Project Cost Estimate on DDIR
1	ER 6287(03)	09LN	\$80,000.00

**STATE AND COUNTY MUTUALLY AGREE AS FOLLOWS:**

**3. THE PROJECT**

- A. COUNTY will perform the required restoration of PROJECT with COUNTY'S own forces and equipment under force account cost procedures as provided for by 23 CFR Parts 635.201 through 635.204, each inclusive.
- B. COUNTY will limit restoration to the scope of work identified in the attached Detailed Damage Inspection Report for PROJECT. Any alteration in the scope of work must receive STATE'S prior written approval. Emergency work performed through contracts initiated within 270 days of the

beginning date must comply with South Dakota Codified Laws. All other work contracted after the 270 days must also comply with the requirements of 23 CFR Parts 630 through 637, each inclusive.

- C. COUNTY will maintain force account cost records for labor, equipment, and materials, using current rates for such work as established by COUNTY based on Legislative Audit County Accounting Manual procedures and in accordance with Office of Management and Budget Circular Regulations found at 2 CFR Part 200. Materials purchased specifically for this PROJECT must be billed at actual invoice costs.
- D. STATE may, at STATE'S option, inspect COUNTY'S restoration work throughout COUNTY'S progress.

#### **4. PAYMENT**

- A. COUNTY will submit bills to STATE for reimbursement in a timely manner.
- B. STATE will make progress and final payments under this Agreement for work completed based on Force Account and other accounting and related records submitted by COUNTY to STATE.
- C. COUNTY will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by STATE. If COUNTY withholds payment beyond this time period, COUNTY will submit written to STATE designated Engineer upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, STATE may withhold future estimated payments and may direct COUNTY to make such payment to the subcontractor or supplier. Prompt payment deviations will be subject to price adjustments.

#### **5. INDEMNIFICATION**

COUNTY will indemnify STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of COUNTY'S performance under this Agreement. This section does not require COUNTY to be responsible for or defend against claims or damages arising solely from errors or omissions of STATE, its officers, agents, or employees.

#### **6. AUDIT**

- A. PROJECT charges will be subject to audit in accordance with current Department of Transportation procedures and U.S. Office of Management and Budget (OMB) Circular Regulations found at 2 CFR Part 200. The CFDA Number for these funds is 20.205.
- B. COUNTY will maintain an accurate cost accounting system for all costs incurred under this Agreement and clearly identified with activities performed under this Agreement.
- C. Upon reasonable notice, COUNTY will allow state and federal auditors to audit all records related to this Agreement during normal business hours. COUNTY will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement and all other pending matters are closed.
- D. If COUNTY expends \$750,000.00 or more in federal funds during any COUNTY fiscal year covered, in whole or in part, under this Agreement, then COUNTY will be subject to the single agency audit requirements of the U.S. Office of Management and Budget (OMB) Circular Regulations Found at 2 CFR Part 200. If COUNTY expends less than \$750,000.00 during any COUNTY fiscal year, STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the eligibility of services or costs, and adherence to Agreement provisions.

- E. COUNTY will include the provisions of Section 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto.

## **7. TERMINATION**

Either party may terminate this Agreement on thirty (30) days' written notice to the other. If COUNTY breaches any term or condition of this Agreement, STATE may terminate this Agreement with or without notice. STATE retains all applicable administrative, legal, and equitable remedies. If termination for such a default is affected by STATE, STATE may adjust any payments due to COUNTY at the time of termination to cover any additional costs to STATE due to COUNTY'S default. If, after STATE terminates for a default by COUNTY, it is determined COUNTY was not at fault, STATE will pay COUNTY for eligible services rendered and expenses incurred up to the date of termination.

## **8. AMENDMENT**

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and will be signed by an authorized representative of each of the parties.

## **9. INDEPENDENT CONTRACTOR PROVISION**

No COUNTY employee engaged in the performance of services required under this Agreement will be considered an employee of STATE. No claim arising under the South Dakota Workers' Compensation Act on behalf of said employees or other persons while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under this Agreement by COUNTY will in any way be the responsibility of STATE.

## **10. AMERICANS WITH DISABILITIES ACT**

COUNTY will provide services in compliance with the Americans with Disabilities Act of 2016 and any amendments.

## **11. DISPUTES**

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties will be referred to STATE'S Secretary of Transportation or duly authorized representative for determination, whose decision in the matter will be final and conclusive on the parties to this Agreement.

## **12. CERTIFICATION REGARDING LOBBYING**

- A. COUNTY certifies, to the best of COUNTY'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of COUNTY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, COUNTY will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. COUNTY will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**13. NON-DISCRIMINATION**

COUNTY will be bound by the "STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES," attached as **Exhibit A** and made a part of this Agreement by reference.

**14. COMPLIANCE WITH CLEAN AIR ACT**

COUNTY stipulates that any facility to be utilized in the performance of this Agreement under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20 and that STATE will be promptly notified of the receipt by COUNTY of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the agreement is under consideration to be listed on the EPA List of Violating Facilities.

**15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

COUNTY certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**16. COMPLIANCE WITH THE TRANSPARENCY ACT:**

COUNTY will comply with the Federal Funding Accountability and Transparency Act of 2006 (S.2590) and will provide all applicable information to the STATE as requested.

**17. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST:**

The COUNTY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the COUNTY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

**18. EMPLOYEE STATUS:**

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

**19. SIGNATURE AUTHORITY**

COUNTY has designated its COUNTY Commission Chairperson as COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of COUNTY after consideration of the matter during a regularly scheduled meeting. A copy of

COUNTY'S Board of Commissioner's minutes or resolution authorizing the execution of this Agreement by the Chairperson as COUNTY'S authorized representative is attached to this Agreement as **Exhibit C**.

[SIGNATURE PAGE FOLLOWS]

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

Codington County, South Dakota

State of South Dakota  
Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Joel M. Jundt

Its: County Commission Chairperson

Its: Department Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

County Auditor/Clerk

[County Seal]

TRANSPARENCY ACT INFORMATION:

County DUNS Number: \_\_\_\_\_

County Seat: \_\_\_\_\_

Nine Digit Zip Code: \_\_\_\_\_

STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES  
APPENDIX A & E  
MARCH 1, 2016

During the performance of this contract, COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:


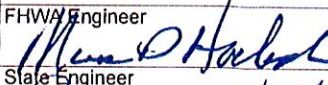
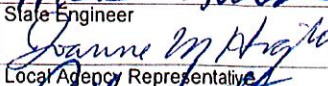
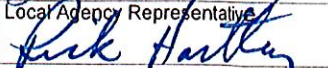
**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability), and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC Ch. 471, § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. Ch. 471, § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

\*\*\*\*\*



Exhibit B

 <b>DETAILED DAMAGE INSPECTION REPORT</b> (Title 23, Federal-aid Highways)						Report Number Cordington 1	
Location (Name of Road and Milepost)						Sheet 1 of 1	
Approx. 1/2 mile east of Waverly on 164th Str. between 462nd and 463rd Ave.						FHWA Disaster Number SD23-1	
Description of Damage						Inspection Date 7/13/2023	
Culvert piping, washed out surfacing - Repair culvert piping, reset end sections, tie joints, add flowable fill, place new gravel and replace asphalt surfacing						Federal-aid Route Number 6287	
						State SD	
						County Cordington	
Cost Estimate							
Emergency Repair	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost		
					Completed	Remaining	
	Repair culvert piping, reset end sections, tie joints, add flowable fill, place gravel and asphalt resurfacing, seeding, erosion control					\$80,000.00	
Method				Subtotal	\$0.00	\$80,000.00	
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE			
				Emergency Repair Total		\$80,000.00	
Permanent Restoration		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
		ea					
Method				Subtotal	\$0.00		
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE			
				Right-of-Way			
				Perm. Repair Totals			
Environmental Assessment Recommendation				Estimated Total			
<input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EAVEIS				\$80,000.00			
Recommendation				FHWA Engineer		Date	
<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible						8/7/2023	
Concurrence				State Engineer		Date	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						8/7/2023	
Concurrence				Local Agency Representative		Date	
<input type="checkbox"/> Yes <input type="checkbox"/> No						8-15-2023	





## Codington County Extension Building & Courthouse Projects

Date: June 27, 2023

Name: Extension Building & Courthouse Projects

Document Type: Project Development Agreement Proposal

### Codington County

Owner: Codington County  
Address: 14 1<sup>st</sup> Avenue SE  
Watertown, SD 57201  
Phone: (605) 882-6284  
Website: [www.codington.org](http://www.codington.org)

Owner Contact: Steve Molengraf  
Title: Facilities Manager  
Phone: (605) 882-6255  
Email: [codmain@codington.org](mailto:codmain@codington.org)

### Johnson Controls Inc

Name: Johnson Controls Inc.  
Address: HVAC Branch Office  
3413 South Gateway Boulevard  
Sioux Falls, SD 57106  
Phone: (605) 361-0680  
Website: [www.johnsoncontrols.com](http://www.johnsoncontrols.com)

Contact: Jonathan Paul  
Title: Mechanical Service Sales Specialist  
Phone: (701) 630-0548  
Email: [jonathan.f.paul@jci.com](mailto:jonathan.f.paul@jci.com)



## OVERVIEW

This Spring and Summer Johnson Controls has been working under a Project Development Agreement for a set of Facility Improvement Measures (FIMs) at the Codington County Detention Center. JCI has been asked to look into utilizing our Prime Retrofit Team to also assess you're a Backup Generator and Sprinkler System for the County Extension Building as well as a Backup Generator for the Courthouse. This document includes a new Project Development Agreement for those scopes.

## FACILITY IMPROVEMENT MEASURES PRELIMINARY BUDGETS

FIM #1 – Courthouse Building Generator Upgrade	\$335,000
FIM #2 – Extension Building Generator Upgrade	\$445,000
FIM #1 – Extension Building Fire Protection Installation	\$440,000
Total Preliminary Turnkey Budget	\$1,220,000*

\*Preliminary turnkey budgets will need to be confirmed so we recommend factoring 15% over/under until we finalize a construction proposal.

### FIM #1 – Courthouse Building Generator Upgrade Scope of Work

- Install a new standby packaged generator located on the exterior of the building at a location coordinated with the County. This will likely be on the east side of the facility; however, the final location will be determined during the project development agreement phase of the project. The new generator will be 208V/3Ph and is preliminarily anticipated to be 175kW in capacity based on 2022 peak utility data. The final generator capacity will be determined in cooperation with the County during the project development agreement phase of the project. The generator will be packaged in an enclosure with all necessary cooling, starting, and noise control equipment. The generator will also be provided with a new automatic transfer switch with service disconnect. The intent will be to install the automatic transfer switch in the lower level of the courthouse as close to the existing main distribution panel as possible. The new generator will be installed on a new concrete pad.
- Set and wire automatic transfer switch in the lower level of the courthouse. Provide a new feeder (conduit and wiring) from the generator to the automatic transfer switch. This will require excavation on the exterior of the building to install the feeder underground into the lower level of the building.
- Revise the service entrance feeder into the main switchboard to connect to the new automatic transfer switch. This will include extending the existing service entrance feeder (conduit and wire) to the new transfer switch.
- Provide new feeder (conduit and wire) from the new automatic transfer switch to the main distribution panel.
- Complete startup and testing of the new generator.
- \$335,000 +/- 15% is our Preliminary Budget for this FIM. This includes all scopes listed above including all Design & Construction costs. Please note that the budget will be finalized during the Project Development Phase.

## FIM #2 - Extension Building Generator Upgrade Scope of Work

- Demolish the existing natural gas generator and automatic transfer switch for the building.
- Demolish the existing concrete pad for the existing generator.
- Install a new standby packaged generator located on the exterior of the building in place of the existing generator. The new generator will be 208V/3Ph and is preliminarily anticipated to be 125kW in capacity based on 2022 peak utility data and to allow for future capacity to be connected to the system. The final generator capacity will be determined in cooperation with the County during the project development agreement phase of the project. The generator will be packaged in an enclosure with all necessary cooling, starting, and noise control equipment. The generator will also be provided with two new automatic transfer switches with service disconnects, one switch for each service (this facility has two electrical services). For the purposes of this narrative, we will refer to the services as the SDSU service and the extension building service. The new generator will be installed on a new concrete pad.
- Set and wire the automatic transfer switch for the SDSU service near the SDSU service entrance. Provide a new feeder (conduit and wiring) from the generator to the automatic transfer switch. Revise the SDSU utility service entrance feeder to connect to the new automatic transfer switch. Provide a new feeder (conduit and wire) from the new automatic transfer switch to the SDSU main distribution panel.
- Set and wire the automatic transfer switch for the extension building service near the extension building service entrance. Provide a new feeder (conduit and wiring) from the generator to the automatic transfer switch. Revise the extension building utility service entrance feeder to connect to the new automatic transfer switch. Provide a new feeder (conduit and wire) from the new automatic transfer switch to a new main distribution panel.
- Set and wire a new main distribution panel located inside the extension building. This main distribution panel will have breakers installed to feed the existing panelboards within the facility. The existing main feeders to each existing panelboard in the facility will then be extended/modified as necessary to connect them into the new main distribution panel. By performing this work, there will be one main distribution panel on backup power which will then feed the existing panelboards within the facility, effectively backing up all the electrical loads for the facility.
  - Note, it is possible the county will not find it necessary to back up all existing panelboards within the facility. The project team will determine the exact scope of panelboards to be backed up during the project development phase of the project.
- Complete startup and testing of the new generator.
- \$455,000 +/- 15% is our Preliminary Budget for this FIM. This includes all scopes listed above including all Design & Construction costs. Please note that the budget will be finalized during the Project Development Phase.



### FIM #3 - Extension Building Fire Protection Installation Scope of Work

- Provide new fire protection water service to the extension center. This includes the new underground piping into the building from the nearest public water utility. The fire protection
- Install a fire protection riser and zone control valves inside of the extension center. This includes floor removal and installation for installation of piping into the building. It also includes all fire sprinkler controls and alarms.
- Install fire sprinkler piping and sprinkler heads throughout the extension center. Piping will be run exposed in much of the existing facility with upright sprinkler heads in cages for head protection. Where sprinkler piping is installed in areas with removable tile ceilings, sprinkler piping will be run above the ceiling and concealed-type sprinkler heads will be installed. Sprinkler coverage will be designed and installed to meet the layout and hazard analysis of the building and its rooms.
- During the project development phase of the project, hydraulic calculations will be performed to determine whether a fire pump will be required to be installed. The intent of the project would be not to install a fire pump however, the need for this piece of equipment is unknown until preliminary design efforts and calculations and be completed. In the event a fire pump is required, a new fire pump, controls, and electrical will be installed. The fire pump will be connected to the backup generator for the building.
- \$440,000 +/- 15% is our Preliminary Budget for this FIM. This includes a new Service Line, Riser & Piping, Fire Pump (if required), Design, & Construction costs. Please note that the budget will be finalized during the Project Development Phase.

## PROJECT DEVELOPMENT AGREEMENT

### Objective:

The objective of a Project Development Agreement (PDA) is to establish a mutual commitment between the customer and Johnson Controls to successfully execute a project based on the Facility Improvement Measures (FIMs) and budgets outlined in the above preliminary scope of work and budget. The PDA benefits Johnson Controls by utilizing internal resources and incurring costs associated with design, site visits, and project documents. For the customer, the PDA provides an opportunity to thoroughly understand project details and costs before entering into a construction agreement. This allows for more accurate pricing, reduces risks, and minimizes contingencies for both Johnson Controls and the customer.

### Key Features and Benefits:

**Collaborative Design Development:** Unlike traditional design-bid-build approaches, our process involves working closely with you during the design development phase. We consider your specific building requirements to select the right equipment, and we offer flexible pricing options through alternates, empowering you to make informed decisions.

**Focus on Maintenance and Longevity:** We prioritize ease of maintenance, ensuring that the installed equipment is designed to be easily maintained by your team. This approach enhances longevity and reduces operational costs over the long term.

### Process and Timeline:

1. **Preliminary Design and Construction Timeline:** During the PDA phase, Johnson Controls completes a preliminary design for the requested FIMs. We collaborate with you to establish a construction timeline for the FIMs.
2. **Finalizing Pricing:** Johnson Controls finalizes pricing for the Prime Retrofit Construction Proposal, considering the selected FIMs. This ensures transparency and enables accurate cost estimation.
3. **Funding Model Collaboration:** We work together to develop a funding model for the project, taking into account your specific financial requirements and constraints.
4. **Proposal Presentation and Approval:** Johnson Controls presents the final Prime Retrofit Proposal, including funding options if needed, to the Owner. The Owner reviews and approves the Prime Retrofit Proposal for design and construction services. If required, the Owner also approves the funding model and signs the necessary funding documents.

### Collaboration and Communication:

We understand the importance of involving key stakeholders in the decision-making process. Therefore, we actively engage with your board or committee, collaborating closely with your leadership team to develop a project proposal that aligns with your financial capabilities. Our extensive experience in similar buildings, coupled with insights from our Service Department, allows us to provide informed recommendations and options.



**Prime Retrofit Team**  
**Simplified Procurement of**  
**HVAC Equipment, Products, and Services**

**Flexibility and Adaptability:**

Transparency is at the core of our approach. Throughout the PDA process, we maintain open lines of communication and regularly update you on project progress. We prioritize efficient resource allocation by focusing on projects that are truly necessary, and we communicate any findings or discoveries promptly as they arise.

By embracing a collaborative and transparent approach, Johnson Controls ensures that the Project Development Agreement provides a solid foundation for a successful retrofit project, addressing your building's needs while considering your financial objectives.



## PROJECT DEVELOPMENT AGREEMENT PROPOSAL

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is made between "**Codington County**" ("Customer"), located at **14 1st Avenue SE Watertown, SD 57201** and **Johnson Controls, Inc. ("JCI")**, a located at **3413 South Gateway Boulevard Sioux Falls, SD 57106**. This Agreement shall be effective upon the date of execution of this Agreement by the parties.

### RECITALS

WHEREAS Customer **Codington County** desires to develop a Design Development Packet for the construction and installation of **RFP SCOPES OF WORK** to be located at the **Codington County** (the "Upgrade / Retrofit Project"); and

WHEREAS Customer **Codington County** desires to develop appropriate design development documents to obtain final pricing for the construction and installation of **RFP SCOPES OF WORK** to be located at the **Codington County**; and

WHEREAS, Customer **Codington County** further desires to engage JCI to construct and install the **RFP SCOPES OF WORK**; and

WHEREAS JCI is knowledgeable in providing the foregoing services and is prepared to perform the required services in relation to the Upgrade / Retrofit Project, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, Customer **Codington County** agrees to appoint JCI as the provider of the services contained herein and JCI hereby accepts such appointment upon the terms and conditions set forth in this Agreement. The parties hereby agree as follows:

### Phases of Upgrade / Retrofit Project

The parties agree that the Upgrade / Retrofit Project shall be executed by JCI and Customer **Codington County** and completed in a total of (**Three**) Phases:

- a) **Phase I Preliminary Scopes of Work and Budgets** for this Upgrade / Retrofit Project was completed **June 27, 2023**.
- b) **Phase II Project Development** of this Upgrade / Retrofit Project will provide will consist of a sole sourced turnkey design-build agreement to have Johnson Controls design a set of construction documents, procure the materials and labor for each FIM, and complete the onsite construction in a timeline intended to be completed in 2024. The deliverable to the owner for Phase II will be set of construction contracts to procure the equipment and labor to execute each FIM.
- c) **Phase III Construction** of this Upgrade / Retrofit Project will execute the work of **RFP SCOPES OF WORK**. The timeline for the execution of this phase will be determined once we know the lead times and availability of the labor needed to complete each FIM. The Owner and JCI will arrange a construction schedule together to meet the County's highest priorities first.



## Prime Retrofit Team Simplified Procurement of HVAC Equipment, Products, and Services

### Design Development

To enable both parties to expeditiously evaluate the potential benefits of this approach without excessive speculative investment by JCI, or speculative commitment by the Customer **Codington County**, the parties agree to jointly undertake a Process of Design Development (or this "Process").

This Process shall include the following:

- a. Execution of this Upgrade / Retrofit Project Development Agreement between JCI and Customer **Codington County**.
- b. Provision of initial pricing information based on the owner's expectations and the **RFP SCOPES OF WORK** budget and schedule requirements. The initial budget and development will be a working model of the program and construction cost objectives and shall be revised, as needed.
- c. Development of schematic design package of the **RFP SCOPES OF WORK**. The Schematic Design Package will include the pertinent drawings needed to complete the proposal. This may include: Structural, Mechanical, & Electrical drawings. This package will contain information to ensure that the appropriate design criteria are maintained in the development process.
- d. Completion of preliminary design review with Customer **Codington County**.
- e. The design development package will also allow for the development of a construction schedule and installation price.

### Duties of Customer Codington County

Customer **Codington County** will work in a diligent and timely manner with JCI to develop the aforesaid functions. The Customer **Codington County** shall commit to providing in a timely manner any information required to perform all relevant programming and planning and shall also properly position JCI with the rest of its staff to insure a cooperative and successful effort.

### Duties of JCI

JCI also commits to work in a diligent and timely manner with the Customer **Codington County** to deliver the aforesaid documents and materials and to complete the foregoing tasks for the purpose of constructing an **RFP SCOPES OF WORK**. JCI shall provide adequate and qualified resources to meet the Upgrade / Retrofit Project schedule and shall work with the Customer's management in a manner that enables it to make an informed decision.

### Phase II Compensation

As compensation for JCI's performance of the Phase I Scope of Services under and pursuant to this Agreement, the fee to JCI shall be six percent of the total budget of these projects.

The foregoing fee is based upon the assumption that the total cost for construction and installation of a new **RFP SCOPES OF WORK** will be budgeted at \$1,220,000 x 6% = \$73,200.

JCI understands it is the Customer's **Codington County's** intent to move forward with Phase II of this agreement. At the end of the Phase I, if this objective is achieved, the cost for Phase I will be rolled into the final construction and installation agreement. If the Customer **Codington County** does not move forward with Phase II, or does not move forward within 90 days, then total amount for Phase I shall be due in full to JCI.

**Prime Retrofit Team**  
**Simplified Procurement of**  
**HVAC Equipment, Products, and Services**

### Timeline

The following are approximate milestones for the development process of this Project Development Agreement and subsequent activities. Customer and JCI agree that this timeline is subject to change depending upon the mutually defined scope of the Project. A more complex schedule will be developed by the Prime Retrofit Team in the coming weeks.

#### Tentative Project Development Schedule

1. Customer to Approve this Project Development Agreement
2. JCI to review the 70% Plans with the Owner
3. JCI to Finalize Pricing for FIMs
4. Customer to Approve Construction Agreement

#### Completed By

July 2023  
September 2023  
October 2023  
October 2023

### Indemnity

The Customer **Codington County** shall indemnify and hold harmless JCI, its employees, agents, and assigns from and against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of, or related to this Agreement, except for injuries or death to persons or damage to property caused by the negligence of JCI, its employees, agents, or assigns.

JCI shall indemnify and hold harmless the Customer **Codington County**, its employees, agents, and assigns against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of, or related to any claims of patent infringement and any claims of construction or materialman's lien made by any subcontractor or materialmen. JCI and the Customer **Codington County** agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI.

Under no circumstances shall Customer **Codington County** or JCI be responsible or liable for indirect, special, punitive, exemplary, or consequential damages, including damages for lost profits or loss of business opportunity.

### Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at that time, except as modified herein. A single arbitrator shall decide all disputes. The arbitrator shall render a decision no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred because of the dispute. **If the Customer Codington County is a state or local governmental entity, then this paragraph shall not apply.**



**Prime Retrofit Team**  
**Simplified Procurement of**  
**HVAC Equipment, Products, and Services**

All Parties agree with the intent outlined by this Agreement.  
IN WITNESS WHEREOF, the parties have duly executed this Agreement, in duplicate, as of the date set forth below and certify they are authorized to execute this agreement.

**Codington County**

**Johnson Controls, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_





## Codington County Extension Building & Courthouse Projects

Date: August 22, 2023

Name: Extension Building & Courthouse Projects

Document Type: Project Development Agreement Proposal

### Codington County

Owner: Codington County

Address: 14 1<sup>st</sup> Avenue SE  
Watertown, SD 57201

Phone: (605) 882-6284

Website: [www.codington.org](http://www.codington.org)

Owner Contact: Steve Molengraf

Title: Facilities Manager

Phone: (605) 882-6255

Email: [codmain@codington.org](mailto:codmain@codington.org)

### Johnson Controls Inc

Name: Johnson Controls Inc.

Address: HVAC Branch Office  
3413 South Gateway Boulevard  
Sioux Falls, SD 57106

Phone: (605) 361-0680

Website: [www.johnsoncontrols.com](http://www.johnsoncontrols.com)

Contact: Jonathan Paul

Title: Mechanical Service Sales Specialist

Phone: (701) 630-0548

Email: [jonathan.f.paul@jci.com](mailto:jonathan.f.paul@jci.com)



## OVERVIEW

This Spring and Summer Johnson Controls has been working under a Project Development Agreement for a set of Facility Improvement Measures (FIMs) at the Codington County Detention Center. JCI has been asked to look into utilizing our Prime Retrofit Team to also assess adding a full Fire Sprinkler System for the County Extension Building as well as a Backup Generator for the Courthouse. This document includes a new Project Development Agreement for those scopes.

## FACILITY IMPROVEMENT MEASURES PRELIMINARY BUDGETS

FIM #1 – Courthouse Building Generator Upgrade	\$335,000
FIM #1 – Extension Building Fire Protection Installation	\$440,000
Total Preliminary Turnkey Budget	\$775,000*

\*Preliminary turnkey budgets will need to be confirmed so we recommend factoring 15% over/under until we finalize a construction proposal.

### FIM #1 – Courthouse Building Generator Upgrade Scope of Work

- Install a new standby packaged generator located on the exterior of the building at a location coordinated with the County. This will likely be on the east side of the facility; however, the final location will be determined during the project development agreement phase of the project. The new generator will be 208V/3Ph and is preliminarily anticipated to be 175kW in capacity based on 2022 peak utility data. The final generator capacity will be determined in cooperation with the County during the project development agreement phase of the project. The generator will be packaged in an enclosure with all necessary cooling, starting, and noise control equipment. The generator will also be provided with a new automatic transfer switch with service disconnect. The intent will be to install the automatic transfer switch in the lower level of the courthouse as close to the existing main distribution panel as possible. The new generator will be installed on a new concrete pad.
- Set and wire automatic transfer switch in the lower level of the courthouse. Provide a new feeder (conduit and wiring) from the generator to the automatic transfer switch. This will require excavation on the exterior of the building to install the feeder underground into the lower level of the building.
- Revise the service entrance feeder into the main switchboard to connect to the new automatic transfer switch. This will include extending the existing service entrance feeder (conduit and wire) to the new transfer switch.
- Provide new feeder (conduit and wire) from the new automatic transfer switch to the main distribution panel.
- Complete startup and testing of the new generator.
- \$335,000 +/- 15% is our Preliminary Budget for this FIM. This includes all scopes listed above including all Design & Construction costs. Please note that the budget will be finalized during the Project Development Phase.

## FIM #2 - Extension Building Fire Protection Installation Scope of Work

- Provide new fire protection water service to the extension center. This includes the new underground piping into the building from the nearest public water utility. The fire protection
- Install a fire protection riser and zone control valves inside of the extension center. This includes floor removal and installation for installation of piping into the building. It also includes all fire sprinkler controls and alarms.
- Install fire sprinkler piping and sprinkler heads throughout the extension center. Piping will be run exposed in much of the existing facility with upright sprinkler heads in cages for head protection. Where sprinkler piping is installed in areas with removable tile ceilings, sprinkler piping will be run above the ceiling and concealed-type sprinkler heads will be installed. Sprinkler coverage will be designed and installed to meet the layout and hazard analysis of the building and its rooms.
- During the project development phase of the project, hydraulic calculations will be performed to determine whether a fire pump will be required to be installed. The intent of the project would be not to install a fire pump however, the need for this piece of equipment is unknown until preliminary design efforts and calculations and be completed. In the event a fire pump is required, a new fire pump, controls, and electrical will be installed. The fire pump will be connected to the backup generator for the building.
- \$440,000 +/- 15% is our Preliminary Budget for this FIM. This includes a new Service Line, Riser & Piping, Fire Pump (if required), Design, & Construction costs. Please note that the budget will be finalized during the Project Development Phase.



## PROJECT DEVELOPMENT AGREEMENT

### Objective:

The objective of a Project Development Agreement (PDA) is to establish a mutual commitment between the customer and Johnson Controls to successfully execute a project based on the Facility Improvement Measures (FIMs) and budgets outlined in the above preliminary scope of work and budget. The PDA benefits Johnson Controls by utilizing internal resources and incurring costs associated with design, site visits, and project documents. For the customer, the PDA provides an opportunity to thoroughly understand project details and costs before entering into a construction agreement. This allows for more accurate pricing, reduces risks, and minimizes contingencies for both Johnson Controls and the customer.

### Key Features and Benefits:

**Collaborative Design Development:** Unlike traditional design-bid-build approaches, our process involves working closely with you during the design development phase. We consider your specific building requirements to select the right equipment, and we offer flexible pricing options through alternates, empowering you to make informed decisions.

**Focus on Maintenance and Longevity:** We prioritize ease of maintenance, ensuring that the installed equipment is designed to be easily maintained by your team. This approach enhances longevity and reduces operational costs over the long term.

### Process and Timeline:

1. **Preliminary Design and Construction Timeline:** During the PDA phase, Johnson Controls completes a preliminary design for the requested FIMs. We collaborate with you to establish a construction timeline for the FIMs.
2. **Finalizing Pricing:** Johnson Controls finalizes pricing for the Prime Retrofit Construction Proposal, considering the selected FIMs. This ensures transparency and enables accurate cost estimation.
3. **Funding Model Collaboration:** We work together to develop a funding model for the project, taking into account your specific financial requirements and constraints.
4. **Proposal Presentation and Approval:** Johnson Controls presents the final Prime Retrofit Proposal, including funding options if needed, to the Owner. The Owner reviews and approves the Prime Retrofit Proposal for design and construction services. If required, the Owner also approves the funding model and signs the necessary funding documents.

### Collaboration and Communication:

We understand the importance of involving key stakeholders in the decision-making process. Therefore, we actively engage with your board or committee, collaborating closely with your leadership team to develop a project proposal that aligns with your financial capabilities. Our extensive experience in similar buildings, coupled with insights from our Service Department, allows us to provide informed recommendations and options.

### Flexibility and Adaptability:

Transparency is at the core of our approach. Throughout the PDA process, we maintain open lines of communication and regularly update you on project progress. We prioritize efficient resource allocation by focusing on projects that are truly necessary, and we communicate any findings or discoveries promptly as they arise.

By embracing a collaborative and transparent approach, Johnson Controls ensures that the Project Development Agreement provides a solid foundation for a successful retrofit project, addressing your building's needs while considering your financial objectives.





**Prime Retrofit Team**  
**Simplified Procurement of**  
**HVAC Equipment, Products, and Services**

## PROJECT DEVELOPMENT AGREEMENT PROPOSAL

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is made between "**Codington County**" ("Customer"), located at **14 1st Avenue SE Watertown, SD 57201** and **Johnson Controls, Inc. ("JCI")**, a located at **3413 South Gateway Boulevard Sioux Falls, SD 57106**. This Agreement shall be effective upon the date of execution of this Agreement by the parties.

### RECITALS

WHEREAS Customer **Codington County** desires to develop a Design Development Packet for the construction and installation of **RFP SCOPES OF WORK** to be located at the **Codington County** (the "Upgrade / Retrofit Project"); and

WHEREAS Customer **Codington County** desires to develop appropriate design development documents to obtain final pricing for the construction and installation of **RFP SCOPES OF WORK** to be located at the **Codington County**; and

WHEREAS, Customer **Codington County** further desires to engage JCI to construct and install the **RFP SCOPES OF WORK**; and

WHEREAS JCI is knowledgeable in providing the foregoing services and is prepared to perform the required services in relation to the Upgrade / Retrofit Project, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, Customer **Codington County** agrees to appoint JCI as the provider of the services contained herein and JCI hereby accepts such appointment upon the terms and conditions set forth in this Agreement. The parties hereby agree as follows:

### Phases of Upgrade / Retrofit Project

The parties agree that the Upgrade / Retrofit Project shall be executed by JCI and Customer **Codington County** and completed in a total of (**Three**) Phases:

- a) **Phase I Preliminary Scopes of Work and Budgets** for this Upgrade / Retrofit Project was completed **June 27, 2023**.
- b) **Phase II Project Development** of this Upgrade / Retrofit Project will provide will consist of a sole sourced turnkey design-build agreement to have Johnson Controls design a set of construction documents, procure the materials and labor for each FIM, and complete the onsite construction in a timeline intended to be completed in 2024. The deliverable to the owner for Phase II will be set of construction contracts to procure the equipment and labor to execute each FIM.
- c) **Phase III Construction** of this Upgrade / Retrofit Project will execute the work of **RFP SCOPES OF WORK**. The timeline for the execution of this phase will be determined once we know the lead times and availability of the labor needed to complete each FIM. The Owner and JCI will arrange a construction schedule together to meet the County's highest priorities first.

## Prime Retrofit Team Simplified Procurement of HVAC Equipment, Products, and Services

### Design Development

To enable both parties to expeditiously evaluate the potential benefits of this approach without excessive speculative investment by JCI, or speculative commitment by the Customer **Codington County**, the parties agree to jointly undertake a Process of Design Development (or this "Process").

This Process shall include the following:

- a. Execution of this Upgrade / Retrofit Project Development Agreement between JCI and Customer **Codington County**.
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- c. Development of schematic design package of the **RFP SCOPES OF WORK**. The Schematic Design Package will include the pertinent drawings needed to complete the proposal. This may include: Structural, Mechanical, & Electrical drawings. This package will contain information to ensure that the appropriate design criteria are maintained in the development process.
- d. Completion of preliminary design review with Customer **Codington County**.
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### Duties of Customer Codington County

Customer **Codington County** will work in a diligent and timely manner with JCI to develop the aforesaid functions. The Customer **Codington County** shall commit to providing in a timely manner any information required to perform all relevant programming and planning and shall also properly position JCI with the rest of its staff to insure a cooperative and successful effort.

### Duties of JCI

JCI also commits to work in a diligent and timely manner with the Customer **Codington County** to deliver the aforesaid documents and materials and to complete the foregoing tasks for the purpose of constructing an **RFP SCOPES OF WORK**. JCI shall provide adequate and qualified resources to meet the Upgrade / Retrofit Project schedule and shall work with the Customer's management in a manner that enables it to make an informed decision.

### Phase II Compensation

As compensation for JCI's performance of the Phase I Scope of Services under and pursuant to this Agreement, the fee to JCI shall be six percent of the total budget of these projects.

The foregoing fee is based upon the assumption that the total cost for construction and installation of a new **RFP SCOPES OF WORK** will be budgeted at  $\$775,000 \times 6\% = \$46,500$ .

JCI understands it is the Customer's **Codington County's** intent to move forward with Phase II of this agreement. At the end of the Phase I, if this objective is achieved, the cost for Phase I will be rolled into the final construction and installation agreement. If the Customer **Codington County** does not move forward with Phase II, or does not move forward within 90 days, then total amount for Phase I shall be due in full to JCI.



**Prime Retrofit Team**  
**Simplified Procurement of**  
**HVAC Equipment, Products, and Services**

### Timeline

The following are approximate milestones for the development process of this Project Development Agreement and subsequent activities. Customer and JCI agree that this timeline is subject to change depending upon the mutually defined scope of the Project. A more complex schedule will be developed by the Prime Retrofit Team in the coming weeks.

#### Tentative Project Development Schedule

1. Customer to Approve this Project Development Agreement
2. JCI to review the 70% Plans with the Owner
3. JCI to Finalize Pricing for FIMs
4. Customer to Approve Construction Agreement

#### Completed By

August 2023  
October 2023  
November 2023  
December 2023

### Indemnity

The Customer **Codington County** shall indemnify and hold harmless JCI, its employees, agents, and assigns from and against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of, or related to this Agreement, except for injuries or death to persons or damage to property caused by the negligence of JCI, its employees, agents, or assigns.

JCI shall indemnify and hold harmless the Customer **Codington County**, its employees, agents, and assigns against all claims, actions, damages, liabilities, and expenses, including attorney's fees, arising out of, or related to any claims of patent infringement and any claims of construction or materialman's lien made by any subcontractor or materialmen. JCI and the Customer **Codington County** agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI.

Under no circumstances shall Customer **Codington County** or JCI be responsible or liable for indirect, special, punitive, exemplary, or consequential damages, including damages for lost profits or loss of business opportunity.

### Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at that time, except as modified herein. A single arbitrator shall decide all disputes. The arbitrator shall render a decision no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred because of the dispute. **If the Customer Codington County is a state or local governmental entity, then this paragraph shall not apply.**



**Prime Retrofit Team**  
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**HVAC Equipment, Products, and Services**

All Parties agree with the intent outlined by this Agreement.  
IN WITNESS WHEREOF, the parties have duly executed this Agreement, in duplicate, as of the date set forth below and certify they are authorized to execute this agreement.

**Codington County**

**Johnson Controls, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

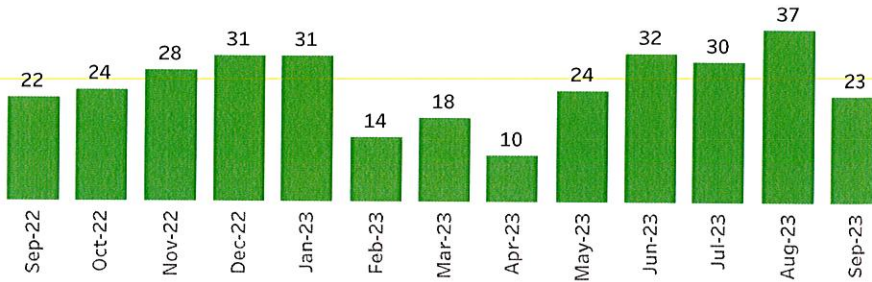
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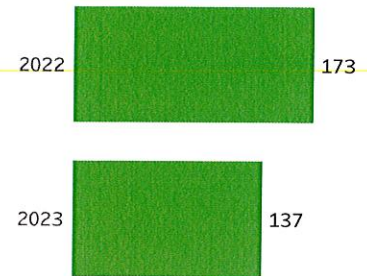


## Monthly Report September 2023

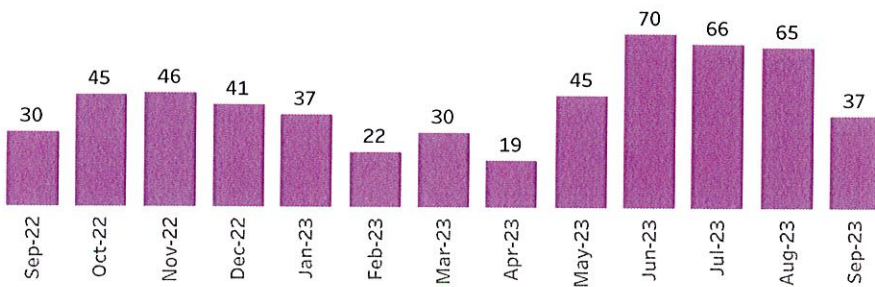
Unique Individuals Served by Month



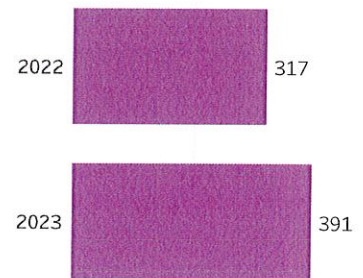
Unique Individuals Served by Year



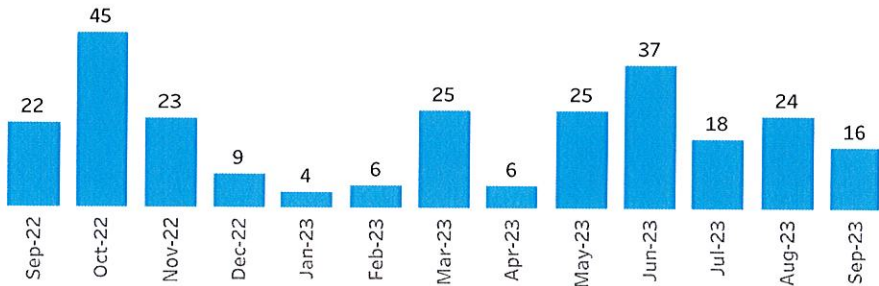
Services Recorded by Month



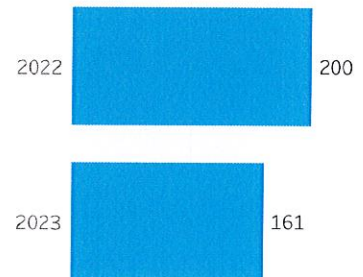
Services Recorded by Year



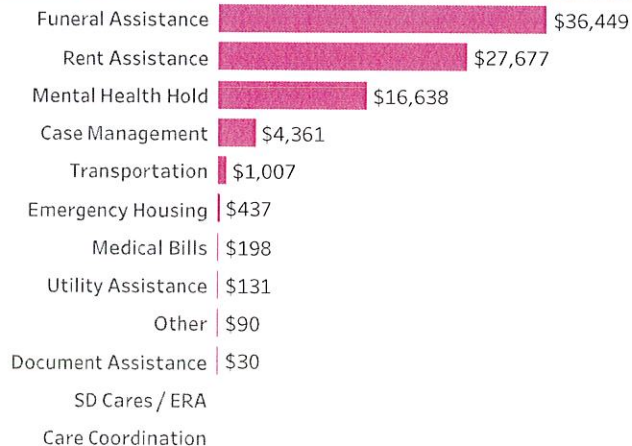
Total Client Contacts by Month



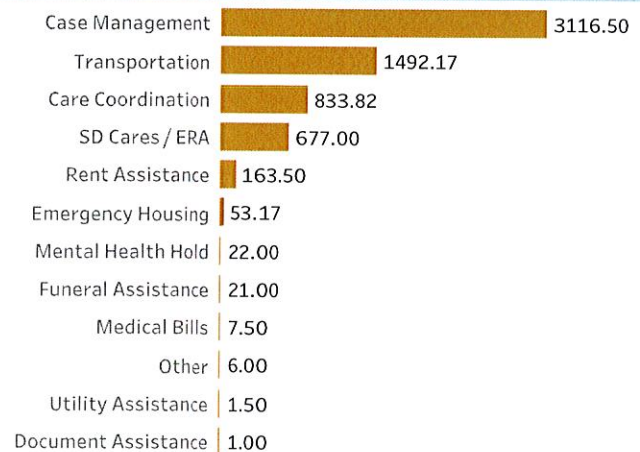
Total Client Contacts by Year



YTD Costs



YTD Time Spent on Services (hours)



### Completed Services

	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23
Case Management	11	22	18	9	8	8	14	11	19	35	38	26	19
Transportation		4	2	2	2		6	3	10	11	11	15	5
Care Coordination	8	7	7	18	10	9	4	1	7	15	10	16	3
Mental Health Hold	2		2		3			1		2			2
Utility Assistance									1				1
SD Cares / ERA	1	1	1	1	1	1	1	1	2	1	1	1	1
Rent Assistance	5	3	8	2	6	1		1	3		5	2	1
Emergency Housing	1	6	7	4	5	2	3			4	1	2	1
Document Assistance													1
Other								1					
Medical Bills	1	1		1			1		2	1			
Funeral Assistance	1	1	1	4	1	1						3	

### Completed Referrals

	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23
CARES	4	5	7	1	1	1	1	2	4	2	3	7	3
Watertown Housing Authority	1			1	2				5	3	2	6	2
DSS	3		2	2	2	1	1		2	2	2	5	1
ICAP	4	6	7	8	3	3	4	1	3	1	4	4	1
Access Ministries		1	4	2					1	1	1	4	1
Brothers & Sisters Behind Bars	1	1	2					1				2	1
Salvation Army	3	3	6	6	5	1		2	6	1	6	4	
Coordinated Entry System (CES)	2	6	3	5	2	2	4		3	1	1	4	
Energy Assistance	1		1		2				3		1	4	
DOL	1	3	5	3	3	2	1	1	1	1	2	2	
HSA		2	1		1					1		2	
Transit		2								5		1	
Other				2	2					1		1	
Beacon Center	1	1	1		3	1						1	
Social Security	1	1			1							1	
Medical Provider		5		2								1	
WIC			1	1							1		
Veteran ESG		1	2										
Vocational Rehab		1			1								

### Contacts YTD

	2023									Grand Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Email		2	1	2	1	5	2	2		15
Mail						2				2
Phone	4	3	13	4	18	20	10	19	14	105
Text		1	6		1	7	2		1	18
Walk In			5		5	3	4	3	1	21

**CODINGTON COUNTY**

**INDIVIDUAL EMPLOYEE TRAVEL REQUEST**

Department State's Attorney

Name of traveling employee \_\_\_\_\_

Employee title \_\_\_\_\_ Employee status exempt ☒ nonexempt \_\_\_\_\_

Purpose of travel Problem Solving Ct. Conference

Method of transportation auto

Destination \_\_\_\_\_

Departure date and time 1/11/11 Destination arrival date and time \_\_\_\_\_

Return departure date and time 1/12/11 Return arrival date and time \_\_\_\_\_

**Costs of travel**

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) Will carpool  
W/ other attendees - undetermined driver @ this time

Lodging expense 300

Meals \_\_\_\_\_ Registration Ø

Other costs \_\_\_\_\_

Overtime costs involved in the requested travel NO

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

Yes \_\_\_\_\_ No \_\_\_\_\_ If no, why \_\_\_\_\_

Is this travel a budgeted item? Yes ☒ No \_\_\_\_\_

**County Commission**

Travel request approved: yes \_\_\_\_\_ no \_\_\_\_\_ Comments \_\_\_\_\_

Commission Chairman, \_\_\_\_\_ Date \_\_\_\_\_



## INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Commission Chairman, \_\_\_\_\_ Date \_\_\_\_\_



## INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Commission Chairman, \_\_\_\_\_ Date \_\_\_\_\_