

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, January 16, 2024

1. Pledge of Allegiance
2. Call for public comment. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297
3. Conflict of interest items
4. Action to approve the January 16, 2024, agenda
5. Action to approve the January 9, 2024, minutes of the Board of Codington County Commissioners
6. Monthly Reports
 - a. Facility Manager
 - b. Highway Superintendent
7. Action to approve a quote for floor scrubber from Proline
8. Action to approve 2025 Memorial Park Campground rates
9. Discussion/possible action to approve quote from Brightly (Facility Dude) software
10. Action to approve a resolution for the sale of tax deed property
11. Action to authorize the Auditor to issue a quit claim for tax deed property sold on 1-9-2024
12. Action to approve consultant agreement between Codington County Welfare and Angela Hyde
13. Discussion possible action to approve contract with Sage Consulting for Community Needs Assessment using Beyond Idea Grant funds
14. Action to declare cameras at the Sheriff's Office surplus to be donated
15. Action to appoint Title VI Coordinator
16. Action to sign Title VI policy statement and authorize publication of Title VI notice of public rights
17. Review and possible action to approve updated job description for the Health Administrative Tech
18. Action to set compensation of 2024 Election Judges
19. Note Magic Needler's Quilt Guild intent to hold raffle
20. Action to approve operating cash transfers as budgeted

21. Action to approve 2024 wage scale
22. Action to approve abatement applications
23. Action to approve claims for payment
24. Action to approve automatic budget supplements
25. Action to approve personnel changes
26. Action to approve travel requests
27. Public Notices – a possible quorum of Commissioners could be in attendance at:
 - a. Justice Advisory Committee, January 18, 2024, 5:30 p.m.
28. Old Business
29. New Business
30. Open
 - a. Public Comments
 - b. Commission Comments
31. 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)
32. Action to adjourn upon completion of agenda items

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

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

January 9, 2024

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

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

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

AGENDA APPROVED

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

MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of January 4, 2024; all voted aye; motion carried.

TAX DEED PROPERTY AUCTION

The Board held a public auction, as previously advertised, for one parcel of land acquired by Treasurer's Tax Deed. Commissioner VanDusen conducted the live bid auction and the following bid was received:

<u>Parcel #</u>	<u>Bidder</u>	<u>Bid Amount</u>
1969	Nathan Lakness	\$400.00 plus \$30.00 recording fee

Nathan & Marietta Lakness Land LLLP, Hayti, SD, was determined to be the successful bidder for this parcel. The Board will take action to approve the sale and issue a quit claim deed to the successful bidder at their January 16, 2024, meeting.

CODINGTON COUNTY PRO PHEASANT EVENT

Nick Pillatzke, representing the Codington County Pro Pheasants organization, met with the Board to request authorization to sell alcohol at the Pro Pheasants banquet which will be held at the Codington County Extension Center Complex on February 16th, 2024. Mr. Pillatzke reviewed the procedure for the event, how the sale of alcohol is handled, and noted the license, from Second Street Station, will be transferred for this event. Second Street Station will be responsible for the monitoring and sale of alcohol at this event. Motion by Johnson, second by Waterman, to allow the Codington County Pro Pheasants organization to sell alcohol at their banquet at the Codington County Extension Center Complex; all present voted aye; motion carried.

GIS WEBSITE DEVELOPMENT AND HOSTING

Motion by Johnson, second by Gabel, to authorize Chair Schweer to sign a letter of agreement, between Codington County and First District Assoc. of Local Governments., authorizing payment to First District in the amount of \$4,000.00, for the continued hosting and development of the GIS website for calendar year 2024, all present voted aye; motion carried.

PARCEL DATA BASE MAINTENANCE

Motion by Gabel, second by Waterman, to authorize Chair Schweer to sign a letter of agreement, between Codington County and First District Association of Local Governments, authorizing payment to First District in the amount of \$7,000.00, for services to maintain the County's parcel data base; Gabel, VanDusen, Schweer and Waterman voted aye; Johnson was recused; motion carried.

MONTHLY REPORTS

4-H Youth Program Advisor, Jodi Loehrer, provided the Board with a written report. **Auditor, Brenda Hanten**, updated the Board: working on end of year 2023 and beginning 2024; tax notices for pay 2024 have been printed and are being processed for mailing; election publication is ready to be submitted for publication to announce which offices are up for election in 2024 and other duties related to elections including getting petitions ready for candidates and other items related to an election year. **Director of Equalization, Shawna Constant**, updated the Board: Appraisal staff is finishing up the field work with building permits with both County and the city of Watertown; working on getting all of the assessment changes and the 2024 values are being entered into the software program as well as onto the hard property cards pending mailing of 2024 assessments notices that need to be mailed out March 1st, 2024. **Welfare Director, Sara Foust**, updated the Board: a YTD total for the following categories: rent assistance - \$1,013.00, homeless rent - \$431.00, travel - \$1,161.00, ID/birth certificates for employment \$234.00, utilities - \$131.00 & funerals - \$22,776.00; CARES/ERA - \$3000 was received for administrative fees, Codington County Community Services Office is the only office that administers the South Dakota Cares funds; IMPACT (Individuals Making Positive Actions Can Thrive) Community Health Worker – reimbursed in December - \$5,688.44 from the grant; Medicaid Reimbursement - \$616.17, Codington County Community Services Office is the only office that has been reimbursed in South Dakota at this time, currently have 17 active clients; Kari has helped 7 or 8 clients housed; meeting with grant evaluators this month regarding meeting grant goals; Welfare Office – finished the Leading on Purpose Course through NACo; Systems of Care/Strategic Planning, Interagency Meeting will be held this week; Codington Connects - Agency of the Month is the Codington County Community Services; Individual is Kari Kraayenbrink; Community Action Team – has decided to focus on a centralized location for social service agencies; Housing – working with WDC to finalize contract with consultants for Housing Strategic Plan & Housing Summit; Childcare Grant – finalizing proposals for consultant for Childcare Expansion; re-evaluating contract for Early Learner.

INDIGENT BURIAL RATES

Motion by Waterman, second by Gabel, to approve indigent burial rates, per the recommendation of the Welfare Director as follows: Traditional burial \$3,952.00, Cremation \$2,575.00, and \$565.00 for opening and closing of graves; all voted aye; motion carried.

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

Motion by VanDusen, second by Johnson, 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 December, 2023, all present voted aye; motion carried.

Cash on hand	\$	9,101.95
Checks in Treasurers' possession		
less than 3 days	\$	55,071.11
Credit Card Charges	\$	5,146.45
Cash Items	\$	325.00
TOTAL CASH ASSETS ON HAND	\$	69,644.51
RECONCILED CHECKING		
Great Western Bank Checking (Memorial Park)	\$	1,558.90
Reliabank Dakota	\$	425,620.09
INVESTMENTS		

SD Public Funds Investment	\$ 31,335,967.64
TOTAL CASH ASSETS	\$ 31,832,791.14
General Ledger Cash Balance by Funds	
General	\$22,994,100.98
General restricted cash	\$ 500,000.00
Sp. Revenue	\$ 7,378,928.69
Custodial	\$ 959,761.47
(schools 152,618.33, townships 58,599.09; city/towns 24,941.43)	
TOTAL GENERAL LEDGER CASH	\$31,832,791.14

The Board noted Register of Deeds fees, in the amount of \$24,359.90 were collected in the month of December, 2023.

NOTICE TO BIDDERS' ANNUAL HIGHWAY SUPPLIES AND WEED CHEMICALS

Motion by Johnson, second by VanDusen to authorize a notice to bidders for annual Highway supplies and Weed Chemicals; all voted aye; motion carried. Bids will be opened and announced at the Board's meeting on Tuesday, February 13th, 2024.

RESOLUTION 2024-1

CODINGTON COUNTY WEIGHT & SPEED LIMIT ENFORCEMENT

WHEREAS, the County of Codington, South Dakota, is responsible for the maintenance of certain highways under its jurisdiction, and

WHEREAS, the Codington County Board of Commissioners, desires to protect existing Codington County Highways, ultimately saving tax dollars, and

WHEREAS, said highways, by reason of seasonal climatic changes, will be seriously damaged or destroyed unless vehicle weight and speed restrictions are imposed.

NOW THEREFORE BE IT RESOLVED, the limits on Codington County roads shall be forty miles per hour, truck speed limit, and a maximum load limit shall be seven (7) tons per axle on all asphalt surfaced roads, during the Spring thaw period, effective from February 15th, 2024, to May 1st, 2024 inclusive, when limit signs are posted.

BE IT FURTHER RESOLVED, that the County of Codington requests and authorizes the South Dakota Highway Patrol to enforce weight limitations and speed restrictions, as established by this resolution, on Codington County roads.

BE IT FURTHER RESOLVED, that the penalty for the violation of the load restrictions shall be as set forth in SDCL 32-22-55.

Moved for adoption by Commissioner VanDusen, second by Commissioner Waterman, all present voted aye; motion carried.

Dated this 9th day of January, 2024, at Watertown, Codington County, South Dakota.

Randall Schweer
Codington County Commission Chair

Codington County, 9 January 2024

ATTEST:

Brenda Hanten

Codington County Auditor

WEED BOARD APPOINTMENTS

Motion by Gabel, second by Waterman, to approve the following Weed Board appointments: Jon Kahnke, term expires 12/31/2026 and Arlen Boehnke, term expires 12/31/2026; all voted aye; motion carried. Arlen Boehnke would like to resign but will stay on until a replacement is found.

2024 RAIF FUNDING ALLOCATION TO PELICAN AND WAVERLY TOWNSHIP

Motion by Johnson, second by Gabel, to approve two applications from Pelican Township and award RAIF (Rural Access Infrastructure Funds), to Pelican Township, for two 2024 culvert projects, the first project is to replace a box culvert on 176th Street with a current estimated cost of \$69,000.00. The cost share will be RAIF 80% and Pelican Township 20%; the second project is to replace a box culvert on 451st Avenue with a current estimated cost of \$54,000.00. The cost share will be RAIF 80% and Pelican Township 20%; upon vote of the Board; all voted aye; motion carried. Motion by Johnson, second by Gabel, to approve an application from Waverly Township and award RAIF (Rural Access Infrastructure Funds), to Waverly Township for a 2024 culvert project with a current project cost of \$52,000.00. The cost share will be RAIF 80% and Waverly Township 20%, this is contingent that Waverly submit either their Township Board minutes or complete a resolution stating their intent to apply for RAIF funding; upon vote of the Board; all voted aye; motion carried.

ADDITIONAL COMPENSATION FOR BOARD CHAIR

Motion by Johnson, second by Waterman, to approve an additional \$100.00 per month for the Chair; upon vote of the Board; Waterman and Johnson voted aye, Gabel, VanDusen and Schweer noted no; motion failed.

PERSONNEL POLICIES AND PROCEDURES MANUAL UPDATES

Motion by Gabel, second by VanDusen, to approve updates to the Codington County Personnel Policies and Procedures Manual as prepared by Human Resource Representative, Natalie Remund. Updates include, but are not limited to: Commissioner liaison and Board assignments; cellular phone use; wages, added Sheriff's Department Association contract; health insurance changes; supplemental retirement employee/county match dollars; longevity payment plan revision; vacation leave; sick leave payout qualifying at retirement; funeral leave (child to include miscarriages); nursing mothers and pregnant workers; new forms; all voted aye; motion carried.

MARTIN LUTHER KING JR. DAY

The Board noted the Court House and all County offices will be closed on Monday, January 15, 2024, in observance of Martin Luther King Jr. Day.

DELINQUENT PROPERTY TAX LISTS

Delinquent property tax lists are available for Board review for taxes payable in 2023 and prior.

CLAIMS

Motion by Gabel, second by Johnson, to approve a claim in the amount of \$602,334.01, payable to the South Dakota State Treasurer; all voted aye; motion carried.

TRAVEL REQUEST

Motion by Johnson, second by Gabel, to approve the following travel requests: Emergency Management staff to attend Crisis Track Training; Ag Building staff to attend Ornamental & Turf Recertification; all voted aye; motion carried.

OPEN

Highway Supt., Rick Hartley, reminded County residents that piling snow or anything in the right of way is against the law and not allowed, if you do pile snow in the right of way first you will get a letter from the Highway Dept. and if it happens again the Sheriff will come and you will get fined, if the County has to remove your snow you will get charged to do so. Travis Paulson reiterated the Highway Supt. comments about piling snow in the right away from the Townships stand point will back up what he said, would like to work with the County on right of way issues in the Townships and County, appreciate and thanked the Board for approving the RAIF applications and the Towns and Townships Assn. is here to help with anything and can refer individuals to him, after last week's meeting from a public citizen from Codington County was concerned about electing the most freshman member of this Board as Chairman, also feels that as a Board member it needs to be more than attending the Board meeting for 2-3 hours a week. Commissioner Johnson mentioned to the Board that a former County Commissioner, George Heller passed away and thoughts and prayers go out to the family.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Gabel to adjourn at 10:09 a.m., all voted aye; motion carried.

ATTEST:

Brenda Hanten
Codington County Auditor

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

Published once at the total approximate cost of \$_____



PO Box 14 / 117 West Kemp Ave
Watertown, SD 57201
605-882-5898

Quotation

Quotation Number	Date
T49576	1/5/2024

Name / Address
CODINGTON COUNTY MAINTENANCE 14 1ST AVE SE WATERTOWN, SD 57201

Ship To
CODINGTON COUNTY MAINTENANCE 1910 W KEMP WATERTOWN, SD 57201

We Service what We Sell.

Rep	Terms	FOB
CAS	NET 30	WATERTOWN, SD

Item	Description	Qty	Retail	Total
CT30B45	IPC CT30B45 18" SCRUBBER, 8/9 gal, ON-BOARD CHARGER, WITH BATTERIES, & Pad Driver.	1	\$5414.00	5,195.00
Trade-In Floor Ma...	Trade-In Floor Scrubber 2006 NSS Wrangler 20" Floor Scrubber			-200.00
Deliver Machine 18RD	Deliver Machine to Customer, Train & Set up machine SCRUB PAD, 18" BUFF (RED)	1 1		0.00

Thank you for your interest in ProLine's IPC Floor Maintenance Equipment!

Subtotal \$4,995.00

Sales Tax (6.2%) \$0.00

Total \$4,995.00

prolinewatertown.com
Ask about our financing options.
This quote is valid for thirty days.

**PREPARED FOR**

Codington County ("Subscriber")

Steve Molengraaf

Facility Manager

14 1st Ave NE

Watertown, SD 57201

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON



Q-337610

Term: 36 months (02/01/2024 - 01/31/2027)

Services				
Item	Start Date	End Date	Pricing Based On	Investment
- Facilities/Physical Plant Module	2/1/2024	1/31/2025		Included
Asset Essentials Core Plus	2/1/2024	1/31/2025	149,000.00 Sq. Ft.	5,927.37 USD
- Asset Essentials Inventory	2/1/2024	1/31/2025		Included
4.0 Month(s) included at no additional cost on the first term 02/01/2024 - 05/31/2024				-1,959.60 USD
			Subtotal: 3,967.77 USD	
Professional Services				
Item	Pricing Based On		Investment	
Asset Essentials Core Implementation with Consulting	149,000.00 Sq. Ft.		11,099.80 USD	
			Subtotal: 11,099.80 USD	
Total Initial Investment			15,067.57 USD	



Subscription		
Item	Investment Year 2 Start Date: 02/01/2025	Investment Year 3 Start Date: 02/01/2026
- Facilities/Physical Plant Module	Included	Included
Asset Essentials Core Plus	6,283.01 USD	6,659.99 USD
- Asset Essentials Inventory	Included	Included
Total:	6,283.01 USD	6,659.99 USD



Asset Essentials – Assets and PM Schedules Implementation Consulting Package

Statement of Work

Purpose

Brightly's (Company) Asset Essentials is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient implementation and a faster ROI. This includes - meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned, and imported; and end users are trained and ready for go-live.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Asset Essentials. The following are ways in which this value is realized:

- Faster time to value: clients who leverage our focused consulting services see implementation time frames that are up to four times faster than clients who do not utilize our services.
- Expert data management: we work with client data every day and provide guidance on creating good data for reporting. In partnership, we will help clean up and import data for you, allowing you more time to focus on your daily operations, and not the one-time activities necessary to get your account configured effectively.
- Dedicated professional services: the partnership between you and your consultant will align Asset Essentials best practices, configuration, and workflows to best meet your business needs. Our team will bring their thousands of hours of expertise to the table, helping ensure a smooth transition to your new CMMS system.

Deliverables

- Project kick-off call with a Company Project Coordinator
- Determine specific maintenance related goals and objectives to drive the most effective Asset Essentials configuration to meet the client's current and future needs
- Determine and set-up appropriate workflows and drop-down lists
- Review, cleanse and import available user, location, asset, and scheduled PM data
- Assets, PMs, and Corrective Work Order Processes
- Training for Admins, Leads and Full Users
- Go-Live Support for additional assistance during roll-out
- Unlimited access to Help Site, Virtual Classroom Trainings, and Best Practice webinars – during and after implementation

Methodology and Approach

Brightly or a qualified Service Provider (Company Service Provider) will interview your key maintenance stakeholders to determine account configurations and settings. With over 12,000 clients successfully using our software, we understand the importance of understanding your goals, objectives, and current workflows, as



well as the importance of getting to know your users. Your professional services implementation will begin with an Orientation Call with a dedicated Project Coordinator. Additional resources will help prepare you for your consulting time through access to a project collaboration tool (Financial Force Community) where a team of implementation specialists will help answer questions and provide access and recommendations for Virtual Classroom Training sessions. Once your data has been collected you will be ready to work with your assigned consultant to understand your workflow, cleanse and import your data, configure your account, and offer user-role based software training sessions.

Below are topics that will be discussed with your Company Service Provider:

- The primary reasons your organization began a CMMS search
- The ideal timeline for completion
- Business deadlines that drive this timeline
- Project team members who will be participating in the implementation, and their roles
- Internal champions for this project
- Sceptics that may require additional change management support
- Issues, barriers, or roadblocks that your organization experienced with previous software implementations
- Resolution of those issues for this implementation/conversion
- Aspects of AE planned for immediate use
- Aspects of AE planned for future use
- Aspects of AE planned not to be used

	Immediate use	Future use	Not planned
Mobile App			
Cost Centers/Budgets			
Connector Tool Integration			
Projects			
Parts and POs			
Capital Forecast/Predictor Core			
Citizen Portal			
Mobile profiles			
PM scheduling and best practices			
AE Reporting			

Goals and Reporting



- Reports/information needed from Asset Essentials for who and how often
- Key maintenance metrics
- Overall goals of your maintenance department
- Goals/needs from Asset Essentials CMMS
- Measures of success for this implementation

Users

- Users who will use Asset Essentials
- Roles for each user
- Responsibilities of each role including unique responsibilities within common roles
- Permissions per role
- Requester access, usage, and approval
- Specialized user needs
- Departments

Facilities

- Multiple site(s)
- Facility layout –
 - Parent-child Locations for Buildings and Rooms
 - Identifying Building-type Locations
 - Management/supervisory responsibilities by functional area
 - Similarities/differences between facilities

Assets

- Asset life cycle process within your operation
- Major types/categories of equipment
- Asset Parent-child relationships
- Meters used
- Key reporting needed to drive effective asset management

Maintenance Operations

- Maintenance department org chart/hierarchy
- Techs specialized or general or both
- Tech service areas (if applicable)
- Departments other than maintenance involved in Asset Essentials -
 - What departments
 - Type of involvement
 - Contractors

Workflow

- WO workflow processes –
- Requests/Corrective WO's
 - Determining factors for who gets assigned each corrective or PM WO
 - Examples include Location, Work Category, Type, Status, Priority, etc.



- Steps in the process -
 - Requester process
 - Approval process, if required
 - Assignment Process
 - Completion requirements
 - Mobile app usage
- PM's
 - Assigned from PM to an individual or flow through a planner/supervisor
 - Asset Essentials creates Location or Asset-based PMs
 - Tasks Library
 - Scheduling cycles and stacking groups
- Overall WO management
 - Prioritization
 - Daily/Weekly needs
 - Cost Tracking
 - Building Views
 - WO Reporting

Go Live Support

- Begin using AE as your primary CMMS
- Provide internal support for basic usability questions
- Up to 4 weekly follow up sessions with your Implementation Specialist to review progress with rollout and user adoption.

Implementation Complete!

- Project Close
- Begin working with Company's Legendary Support Team (LST) for ongoing user questions

Sample consulting engagement

Our primary goal is to assist your team in their transition to a new solution. Through our interviews with key staff, we will identify your objectives to focus on during our stay. Below you'll find an example schedule of a typical consulting engagement. Time invested into each phase varies based on client need.

Discovery Phase

The discovery phase is typically a phone or web interview that typically lasts a couple of hours

- Interview maintenance and operations managers/supervisors, technicians, operators
- Overview of application with key stakeholders
- Define workflow and use-cases within the applications
- Discuss change management and strategy

Data Loading and Configuration

Preparing Data is a key component of the service and requires client input, but the consultant will take care of the rest!



- Data review of existing data from previous CMMS system or data sets
- Map current data into AE setup and format
- Determine priority of data load to meet use-cases
- Review data in AE and discuss data management

Use-case setup and PM training

Setup workflow to meet use-cases and begin PM training

- Refinements to configuration, workflow and data as needed
- Build workflow to meet agreed use-cases
- Refine Request/Work Order templates to capture required data
- Training on creating and maintaining PMs with application Admins and Supervisors

Hands-on User Training

User training sessions by user role or function and typically last up to 90 minutes for up to 10-15 users

- Train end users – supervisors, technicians, and requestors
- Hands on training of reactive workflow with Supervisors
- Mobile or Desktop training available for most user roles

Evaluation

At the conclusion of the consulting service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the consulting service. Ongoing communication until the project is complete will be through your Financial Force Community project.

Post Enablement Support

After data is loaded, the account configured, and users are trained the system is ready to roll-out

- Support go-live – adjust configuration, provide additional training and data entry support
- Review aspects of AE planned for future use
- Define follow-up tasks and next steps
- Define Post Launch Support point of contact

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.

Client Assumptions

- Configuration and data options may vary based on the version of Asset Essentials and the



corresponding service level that was purchased.

- Client IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)
- The client will schedule time for the appropriate resources to be available to the consultant for all scheduled consulting activity. The success of this process is dependent on the attendance and full engagement of the key stakeholders. The client will also provide a dedicated room or area with adequate technology for a successful consulting service, including but not limited to monitor/projector, computers/tablets, quality phone connection, and wireless internet access.
- All key stakeholders who will take part in the goals and objectives and data portions of the consulting service have attended the recommended virtual classroom trainings prior to the service.
- Prior to the consulting service, the client will provide data for each record type in Excel or CSV format in one file and one sheet with one record and its associated information per row.
- If there is no existing Asset data, the consultant will guide the client to focus on safety and location-based PMs and inspections.
- Rescheduling or cancellation of the service within 2 weeks of the scheduled delivery date will result in a \$500 rescheduling fee.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To"



location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-337610 on any applicable purchase order and email to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-337610

March 28, 2023, 5:18:07 PM

Accepted by:

Printed Name

Signed Name

Title

Date

RESOLUTION 2024-2

APPROVING THE SALE OF COUNTY LAND ACQUIRED BY QUIT CLAIM DEED

WHEREAS, PURSUANT TO DIRECTION FROM the Board of County Commissioners of Codington County, South Dakota, the County Auditor did heretofore offer for sale, on the 9th day of January 2024, the hereinafter described real property belonging to said County, which was acquired by said Quit Claim Deed, and

WHEREAS, it now appears from the said County Auditor's report of sale on file herein and from the proof of publication of Notice of Sale attached to said report and on file herein that all the proceedings necessary to a legal sale have been completed and the following have offered the following price for the following described real property to-wit.

Purchaser: Nathan & Marietta Lakness Land LLLP, 44538 184th Street, Hayti, SD 57241

Legal Description: E50' W160' N150' of OL-A, of "Outlots A & B in NE1/4 35-116-54 Grover SD", Codington County

Purchase Price: \$400.00

Which full amount of the purchase price has been deposited with the County Treasurer;

NOW THEREFORE, be it and it hereby is resolved by the Board of County Commissioners of Codington County, South Dakota in regular session on the 16th day of January, 2024, that the sale of said premises to the above be and the same is hereby approved and the Chairman of the Board of County Commissioners of said Codington County, South Dakota is hereby authorized and directed to execute and the County Auditor to attest a Quit Claim Deed to said real property in the name of said County, and deliver said Quit Claim Deed to said purchaser conveying to said purchaser all of the right, title, and interest of said County therein.

Dated this 16th day of January, 2024

Motion by , second by , to approve the above and foregoing resolution, all members present voted aye; motion carried.

Randall Schweer, Chair

ATTEST:

Brenda Hanten, Auditor

CONSULTANT AGREEMENT

This agreement is made as of January 1, 2024, between Codington County Welfare Office and Angela Hyde, Independent Consultant, hereinafter referred to as "CONSULTANT".

WHEREAS, Codington County Welfare Office intends to contract with CONSULTANT for the performance of certain tasks, and;

WHEREAS, CONSULTANT'S principal place of business is located in (his/her) home and;

WHEREAS, CONSULTANT and Codington County Welfare Office desire to enter into an agreement for the performance of consulting services by CONSULTANT for Codington County Welfare Office in connection with the attached scope of work (Attachment A: Consultant Expectations) and in consideration of the promises and mutual covenants herein, Codington County Welfare Office and CONSULTANT agree as follows:

IN CONSIDERATION of the payments agreed upon herein and the covenants and agreements contained in this agreement, the parties mutually agree to the following:

- 1). Hourly Wage. Subject to the terms and conditions provided, Codington County Welfare Office engages CONSULTANT to perform consulting services for Codington County Welfare Office at the hourly rate of \$50 per hour to not exceed 10 hours per week or 40 hours per month.
- 2). Services to be performed. Codington County Welfare Office engages CONSULTANT to perform services in support of work specified in the attached scope of work described in Attachment A.
- 3). Agreement. CONSULTANT, while this agreement or any extension hereof is in force and effect, will adhere to written personnel policies of the Codington County Welfare Office related to interactions with clients and/or customers the Codington County Welfare Office serves.
- 4). Acceptance. CONSULTANT hereby accepts such engagement and agrees to render such services to the best of (his/her) ability.
- 5). Terms of payment. CONSULTANT will submit an invoice to the Codington County Welfare Director each month.
- 6). Instrumentalities. CONSULTANT shall supply all workspace, equipment, tools, materials, and supplies to accomplish the designated tasks except as may be specified in the attached scope of work in Attachment A.
- 7). Control. CONSULTANT retains the sole and exclusive right to control or direct the manner or means by which the work described herein is completed including the weekly work schedule. Codington County Welfare Office retains only the right to control the specification of the end product and the right to ensure the CONSULTANT follows company policy related to clients/customer interactions.

8). Payroll or employment taxes. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to CONSULTANT. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal income tax, state disability insurance tax, and state unemployment insurance tax.

9). Worker's compensation. No worker's compensation insurance has been or will be obtained by Codington County Welfare Office on account of CONSULTANT. CONSULTANT shall comply with the worker's compensation laws applicable to the CONSULTANT.

10). General relationship. The services of CONSULTANT are as an independent contractor and are on a professional basis.

11). Assignment. This Agreement may not be transferred or assigned by CONSULTANT.

12). Governing law. This Agreement shall be construed in accordance with and be governed by the laws of the State of South Dakota.

13). Termination. This Agreement shall end on July 31, 2024, unless otherwise extended with a written Agreement. As is Codington County Welfare Office's policy, independent consultation is on an at-will basis only, meaning that the CONSULTANT or the Codington County Welfare Office may terminate this agreement at any time and for any reason, with or without notice.

14). Provision for execution. CONSULTANT's acceptance of this Agreement will be indicated by the signature of two copies thereof this Agreement and returning one copy to Codington County Welfare Office at the earliest possible date.

Codington County Representative

Date

(NAME), Consultant

Date

Attachment A

Codington County Welfare Office Contract for January 1 2024, through July 31,2024

Angela Hyde Deliverables

1. Make recommendations to Codington County Welfare Office leadership for any policy changes related to the county's social services strategic planning.
2. Organize and facilitate meetings related to the county's social services strategic planning process.
3. Review the viability of the current social services programs and make recommendations for future staffing and program needs.

December 29, 2023

Codington County Commissioners:

This letter is to notify you that it is the intent of the Magic Needler Quilt Guild to hold a raffle. The start date for ticket sales is February 1, 2024 and the end date of ticket sales and the date of the drawing is October 6, 2024. The cost of the tickets will be \$2 each or 3 tickets for \$5. The prize for the drawing will be a handmade 80 x 100 quilt valued at \$600.

Proceeds from the raffle will be used by the guild to encourage and teach others about the art of quilting, to develop quilting skills and to support community service projects by using sewing and quilting skills.

Contact person for the guild: Dawn Johnson, President
316 3rd St SE
Watertown, SD 57201
bigshoes@iw.net
605-881-3273

Please contact me if you have questions. Thank you!

Sincerely,

A handwritten signature in blue ink that reads "Dawn Johnson". The signature is written in a cursive, flowing style.

Dawn Johnson, President
Magic Needler Quilt Guild

CODINGTON COUNTY TITLE VI POLICY STATEMENT

Codington County provides services without regard to race, color, gender, religion, national origin, age or disability, according to the provisions contained in SDCL 20-13, Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994.

It is the policy of Codington County to ensure that no person or group of persons shall be subjected to discrimination, excluded from participation in, or denied benefits of any program administered by the County on the grounds of race, color, national origin, religion, sex, age, disability or other statutorily prescribed basis.

To ensure compliance, Codington County has designated Human Resource Representative, Natalie Remund, as the County's Title VI Coordinator. Contact information is as follows:

Natalie Remund
Title VI Coordinator
14 1st Ave SE
Watertown, SD 57201
Phone: 605-882-6297
E-mail: nremund@codington.org

Any person who has questions concerning this policy or who believes they have been discriminated against should contact Codington County's Title VI Coordinator at 605-882-6297.

Randy Schweer, Chair
Codington County Commission

Date

CODINGTON COUNTY NOTICE OF PUBLIC RIGHTS

The Codington County Highway Department provides services without regard to race, color, gender, religion, national origin, age or disability, according to the provisions contained in SDCL 20-13, Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 and Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994.

To request additional information on Codington County's Title VI/Nondiscrimination policy or to file a discrimination complaint, please contact Natalie Remund, Title VI Coordinator at 605-882-6297 or email nremund@codington.org

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

Published once at the total approximate cost of _____.