

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, March 19, 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 March 19, 2024, agenda
5. Action to approve the March 12, 2024, minutes of the Board of Codington County Commissioners
6. Action to approve plat resolutions
 - a. MK Miller Addition (South Kranzburg Township)
 - b. Moe Addition (Dexter Township)
7. Monthly Reports
 - a. Facility Manager
8. Action to approve 2024 rates for weed chemicals and hourly spraying rates
9. Action to accept Roundup Pro chemical bid
10. Discussion/possible action to accept quote with Renodry
11. Action to declare folding chairs at the Extension Building surplus to be destroyed
12. Discussion/possible action to enact a burn ban resolution
13. Action to approve Delta Dental Insurance renewal rates and County/Employee splits
14. Discussion/possible action to approve a bid for a Coroner's Office vehicle
15. Action to accept quote with Rinker Materials
16. Action to approve a contract with the State of South Dakota for Community Health Nurse Services
17. Action to approve abatement applications
18. Action to approve claims for payment
19. Action to approve automatic budget supplements
20. Action to approve personnel changes
21. Action to approve travel requests
22. Public Notices – a possible quorum of Commissioners could be in attendance at:

23. Old Business

24. New Business

25. Open

- a. Public Comments**
- b. Commission Comments**

26. 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)**

27. 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**

March 12, 2024

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, March 12, 2024, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Randall Schweer; Chair Schweer, presiding. The pledge of allegiance was led by Commissioner VanDusen.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

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

AGENDA APPROVED

Motion by VanDusen, second by Gabel, to approve the agenda for March 12, 2024, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Waterman, to approve the minutes of March 5, 2024; all voted aye; motion carried.

GOOD NEIGHBOR AGREEMENT WITH CODINGTON-CLARK ELECTRIC COOP

Dave Eide, Codington-Clark Electric Cooperative, Inc., met with the Board to request authorization for the Chair to sign a Good Neighbor Agreement between Codington-Clark Electric Cooperative, Inc. and Codington County Commissioners to allow Codington-Clark Electric Coop, Inc., along with Coops from North Dakota, South Dakota, Minnesota, parts of Wisconsin and Iowa to apply for a grant with the Department of Energy. Codington-Clark Electric Cooperative, Inc., would use the grant dollars to bury approximately 70 miles of the overhead lines and install 18 electronic sectionalizing line devices. Motion by Johnson, second by Waterman, to authorize the chair to sign this request; all voted aye; motion carried.

MONTHLY REPORTS

Auditor, Brenda Hanten, updated the Board: annual report for 2023 is near completion and the portion that is published has been sent to the legal papers; attended the annual Weed and Township meeting which was beneficial with the Townships turning in their paperwork and am fielding questions from them; final date to file petitions for the June Primary is March 26, 2024 and the Independents have until April 30th, 2024 for the General Election. **Director of Equalization, Shawna Constant**, reported – have a new employee in the office, Gayleen Rothenberger; assessment notices have been sent out March 01, 2024; the office has been busy fielding calls and people coming in with questions about their assessments and assessment programs; went to the annual weed meeting and handed out the books to the townships; the deadline to appeal the local boards is Thursday, March 14, 2024 and then local boards will start meeting next week and meet for a week, the county consolidated boards appeal deadline is Tuesday, April 02, 2024; County and Consolidated Boards of Equalization will begin on April 9th, 2024, at 1:00 p.m. at the Commission Chambers for County Boards of Equalization and 6:30 p.m. at City Hall for Consolidated Boards of Equalization; April 16th is a backup date if needed. **Community Service Director, Sara Foust**, updated the Board: 45 unique individuals were served in January; CARES/ERA - \$3250.00 was received for administrative fees; the IMPACT (Individuals Making Positive Actions Can Thrive)/ Community Health Worker – reimbursed in February - \$6,087.01 from the grant; Medicaid Reimbursement - \$583.74.

working to expand our work with the clinics so we can work more closely with the doctors, currently have 21 active clients; Kari and Paige have helped 9 clients find safe affordable housing over the past year; Community Service Office – talking to South Dakota Housing Authority about becoming an in-person site for the Coordinated Entry System for homeless people; SDACWO spring conference is in April; Systems of Care/Strategic Planning – thank you for recognizing the positive impact the county has played in supporting our community, the Commissioners directive to build a System of Care for social services has evolved into our community working together on a larger scale to address the needs of our community and what we have been able to accomplish in the past three years; Three Action Teams: Housing – planning a strategic planning meeting in April and a Housing Summit in June to creatively address housing needs; Community Action Team – doing a needs assessment to hear from the community what we should focus on and exploring a centralized location for social services, there are 7 interested agencies (3 are county); Childcare Grant – working with multiple community members to address the childcare crisis developing a community plan with support across the community to help address this complex issue, working on helping all aspects of our community to support these efforts, including funding for these efforts.

INTERN TO HELP WITH MARKETING CODINGTON CONNECTS

Motion by Gabel, Second by VanDusen, to approve an intern to help with marketing Codington Connects, Community Services Director, Sara Foust, informed the Board that the cost for this would come out of the Beyond Idea Grant and no county funding will be needed to support this internship; all voted aye; motion carried.

RIGHT OF WAY EASEMENT

Motion by Gabel, second by Waterman, to authorize the Chair to sign a Right of Way agreement with Tom & Mavis Reichling, for Bridge #15-216-220 in the amount of \$6,500.00, as presented by Highway Supt.. Rick Hartley; all voted aye; motion carried.

SURPLUS VEHICLES

Motion by VanDusen, second by Gabel, to declare the following vehicles from the Sheriff's Office, surplus to be traded: 2013 Ford Explorer, trade amount \$4,500.00 and 2013 Dodge Ram Truck, trade amount \$8,000.00; all voted aye; motion carried.

JUVENILE JUSTICE REINVESTMENT INITIATIVE FUNDS

Per a recommendation and appreciation from Codington County States Attorney, Rebecca Morlock Reeves, a motion was made by VanDusen, second by Gabel, to allocate JJRI Funds, which Codington County received from the State of South Dakota, in the amount of \$82,750.00, to the Youth Diversion Program administered through the Boys and Girls Club. Boys and Girls Club representatives, Executive Director, Liz Brownell and Director of Youth Diversion and Prevention, Louis Canfield, Judge Carmen Means, Sheriff, Brad Howell, were present for this agenda item. Louis gave the Board a report of current numbers in the program to date, which showed an increase in cases from 2022 to 2023 and reported where the numbers are currently and also reported where the funds are currently being expended. Upon vote of the Board; all voted aye; motion carried.

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

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

Cash on hand	\$	8,329.16
Checks in Treasurers' possession		
less than 3 days	\$	119,944.87
Credit Card Charge	\$	6,756.92

Cash Items	\$ 351.70
TOTAL CASH ASSETS ON HAND	\$ 135,382.65
RECONCILED CHECKING	
Reliabank (Memorial Park)	\$ 1,463.90
Reliabank Dakota	\$ 32,621,295.78
INVESTMENTS	
SD Public Funds Investment	\$ 1,000.00
TOTAL CASH ASSETS	\$32,759,142.33
General Ledger Cash Balance by Funds	
General	\$20,850,458.05
General restricted cash	\$ 500,000.00
Sp. Revenue	\$ 9,486,474.75
Custodial	\$ 1,922,209.53
(schools \$987,174.93, townships \$72,318.32; city/towns \$198,815.77)	
TOTAL GENERAL LEDGER CASH	\$32,759,142.33

The Board noted Register of Deeds fees, in the amount of \$24,631.70 were collected in the month of February, 2024.

EASTER HOLIDAY

The Board noted the Court House and all County offices will be closed on Friday, March 29th, 2024 and Monday, April 1st, 2024 and in observance of the Easter Holiday.

PROPERTY TAX ABATEMENT

Motion by Johnson, second by Gabel, to approve the following property tax abatement application on the following property: Record #15643 in the amount of \$1,241.76; all voted aye; motion carried.

CLAIMS

Motion by Gabel, second by Johnson, to approve for payment the following list of claims; all voted aye; motion carried. 3E GENERATOR SHOP 1837.17 REP, 605 PROPERTY SOLUTIONS, LLC 1036.00 RENT, A TO Z WORLD LANGUAGES, INC 475.00 SVC, A-OX WELDING 48.84 SUPPLIES, ACCREDITATION, AUDIT AND 165.00 SVC, A&B BUSINESS SOLUTIONS 36.52 MAINT, ABC LOCK & KEY 515.05 REP, ADVANCED CORRECTIONAL 19285.61 SVC, ADVANTAGE RV'S 300.98 EQUIP, ANGELA HYDE 750.00 SVC, AIRGAS USA, LLC 11.67 MAINT, ALCOHOL MONITORING SYSTEMS 575.80 SVC, AMENDT RENTALS 4150.00 RENT, AUSTIN LAW OFFICES 6563.40 SVC, AUTOMATIC BUILDING CONTROLS 815.00 REP, AUTO VALUE 91.22 REPAIRS/MAINT., AVERA MCKENNAN HOSPITAL 830.00 SVC, KEVIN BACH 63.26 JURY, BATTERIES UNLIMITED 1094.00 REP, BEACON CENTER 1000.00 PMT, BEADLE COUNTY 84.00 TRAV, BIRMINGHAM & CWACH LAW OFFICES 1143.98 SVC, BLUEPEAK 10.00 UTILITIES, BLUEPEAK 101.99 UTIL, BORNS GROUP 3059.80 POST, BOYS & GIRLS CLUB 8333.34 PMT, BUTLER MACHINERY 1493.14 SUPPLIES, SHAWNA CARTER 385.20 GYM, JEFF CASE 25.00 CELL, CERTIFIED LABORATORIES 507.45 SUPPLIES, CERTIFIED LANGUAGES 82.50 SVC, CF MEDICAL, INC 2475.00 SUP, CHILD'S VOICE ROUTE #6361 150.00 SVC, CLEAR LAKE BUILDING CENTER INC 650.00 SUPPLIES, CODINGTON COUNTY SHERIFF 78.55 PMT, CODINGTON TREASURER PETTY CASH 26.70 REIMB, COKO PROPERTIES 250.00 RENT, COLE PAPERS, INC. 5082.53 SUP, COLE'S PETROLEUM 3947.02 SUPPLIES, CONSOLIDATED CORRECTIONAL 13468.90 SUP, GREG CORDELL CONSTRUCTION 22486.73 PMT, DVL FIRE AND SAFETY 1191.10 REPAIRS/MAINT., CREDIT COLLECTIONS BUREAU 590.90 PMT, CREDIT COLLECTIONS BUREAU 576.09 PMT, C & S PEST CONTROL LLC 82.00 MAINT, CULLIGAN WATER CONDITIONING 258.00 SUP, DAKOTA SUPPLY GROUP 1558.89 IMPR, MATTHEW DARGATZ 25.00 CELL, ANDREW DELGADO 420.00 GYM, DIAMOND DRUGS, INC

1162.80 SVC, JAMIE DOLEN 25.00 CELL, DVL FIRE AND SAFETY 2790.20 SVC, JEANINE EIDE 50.00 JURY, EIGHT TEN PROPERTIES, LLC 1740.00 RENT, BRANDON ENGBRETSON 20.00 REF, ENGELSTAD ELECTRIC CO. 833.43 SVC, MARIA ESCAMILLA 290.00 SVC, WESTLEY EVEN 60.20 JURY, RANDALL G. FALVEY 25.00 CELL, FAMILY DENTAL CENTER 540.00 SVC, TOWN OF FLORENCE 80.85 UTILITIES, FOX LAW FIRM, PLLC 110.75 SVC, MICHELLE GAIKOWSKI 51.00 SVC, GALLS, LLC 117.37 SUP, GAST SALES, INC 5078.06 SUP, GRAINGER 29.53 REP, GREAT AMERICA FINANCIAL SVC 461.78 RENT, GREEN, ROBY, OVIATT, 15786.80 SVC, EMILY HAGEN 66.32 JURY, JUSTIN HALAJIAN 40.00 CELL, BRENDA HANTEN 55.64 TRAV, RICK HARTLEY 40.00 CELL, RON HARTLEY 25.00 CELL, HEALTHEQUITY 66.00 PMT, DAVID HEDDING 25.00 CELL, JAMES HEDGES 25.00 CELL, HELSPER, MCCARTY & RASMUSSEN 27581.55 SVC, TOWN OF HENRY 181.31 UTILITIES, HILLYARD/SIOUX FALLS 148.17 SUP, HOLIDAY INN HOTEL & CONVENTION 551.94 TRAV, JEREMY HOPEWELL 57.14 JURY, HUMAN SERVICE AGENCY 200.00 PMT, HYVEE #1871 ACCTS RECEIVABLE 31.63 SUP, I STATE TRUCK CENTER 315.98 REPAIRS/MAINT., INTERLAKES COMMUNITY ACTION 1727.00 SVC, JEFFERSON COURT LIMITED PART 1400.00 RENT, JEFFERSON PARTNERS LP 66.48 TRAV, SAMUEL JOHNSON 53.06 JURY, JOURNAL TECHNOLOGIES, INC 5.27 SVC, JURGENS PRINTING 932.00 SUP, MITCHELL KALLHOFF 25.00 CELL, MARK KATTERHAGEN 51.00 SVC, KIESLER POLICE SUPPLY 1169.47 MISC, KIMBALL MIDWEST 1963.64 SUPPLIES, RICHARD KOHN 25.00 CELL, ERIK KOSAK 25.00 CELL, VAL LARSON 51.00 SVC, LEWNO LAW OFFICE 496.92 SVC, STEVEN LOWRY 137.59 GYM, MAAG PROPERTIES, LLC 1375.00 RENT, CAPITOL ONE TRADE CREDIT 72.36 SUPPLIES, MASTER BURN 103.63 REPAIRS/MAINT., MASTERS TELECOM LLC 273.89 UTIL, MAXWELL FOOD EQUIPMENT 20.01 SUP, MCKESSON MEDICAL SURGICAL 880.51 SUP, MEIERHENRY SARGENT LLP 5477.11 SVC, MENARDS 263.42 SUPPLIES, MENARDS 463.37 REP, MICK'S SCUBA 275.00 SVC, MIDCONTINENT COMMUNICATIONS 626.72 UTIL, KLAYTON MILLER 25.00 CELL, RON MOEHRING 86.00 TRAV, MOE'S COMMERCIAL CLEANING 500.00 SVC, STEVE MOLENGRAAF 86.00 TRAV, MULTI BUSINESS SOLUTIONS INC 3520.00 SVC, MUNICIPAL UTILITIES 1270.26 UTILITIES, MUNICIPAL UTILITIES 1716.85 UTIL, MUNICIPAL UTILITIES 68.44 UTIL, MUNICIPAL UTILITIES 15528.18 UTIL, MUTH ELECTRIC 364.61 REP, NAPA CENTRAL 842.63 SUPPLIES, LAW OFFICE OF JENNIFER NELSON 7954.90 SVC, CHRISTINE NESS 52.04 JURY, SHAWN NILLS 460.00 PMT, NORTHERN SAFETY TECHNOLOGY 1815.40 EQUIP, NORTHWESTERN ENERGY 680.44 UTILITIES, ODNEY 972.99 SVC, OFFICE PEEPS 106.97 SUPPLIES, OFFICE PEEPS, INC. 4450.16 SUP, OREILLY AUTO PARTS 95.26 SUP, OTTERTAIL POWER CO, 46.62 UTILITIES, JODI PEARSON 93.67 GYM, MICHELLE PEDERSON 40.00 CELL, PENNINGTON COUNTY JAIL 547.51 TRAV, PITNEY BOWES 194.04 RENT, PPWIX WEBSITE SERVICES 105.00 SVC, PRAIRIE LAKES HEALTH CARE CENT 6236.13 SVC, PRINT 'EM NOW 172.00 SUP, R PROPERTIES 3450.00 RENT, RC FIRST AID 246.50 SUPPLIES, REDLINGER BROS. 264.31 MAINT, REDWOOD TOXICOLOGY LABORATORY 1969.05 SUP, REBECCA MORLOCK REEVES 40.00 CELL, ROBYN RITER 25.00 CELL, RON'S SAW SHOP 251.50 SUPPLIES, HAROLD ROUNDS 25.00 CELL, RICHARD RUCKDASCHEL 51.02 JURY, RUNNING SUPPLY INC. 337.95 SUPPLIES, DAWN RUSSELL 174.25 SVC, SANFORD HEALTH PATHOLOGY CLINI 1941.00 SVC, AARON SCHLEUSENER 51.02 JURY, SCHUMACHER ELEVATOR COMPANY 836.91 REP, BRAD SCHWINGER 25.00 CELL, SD ATTORNEY GENERAL'S OFFICE 3567.00 PMT, SD DEPARTMENT OF HEALTH 4075.00 SVC, SD DEPARTMENT OF PUBLIC SAFETY 2700.00 MAINT, SOUTH DAKOTA DEPT. OF TRANSPOR 216.32 REPAIRS/MAINT., S.D. FEDERAL PROPERTY 634.32 SUP, SD STATE TREASURER 643778.01 FEBRUARY REMITTANCE, SDACC 20.00 TRAV, SDACC 2211.00 PMT, SDACO 448.00 PMT, SDACO 800.00 TRAV, SDN COMMUNICATIONS 1363.51 UTIL, SDSU EXTENSION 22400.00 PMT, MELISSA SEARS 40.00 CELL, SECRETARY OF STATE OF SD 30.00 FEE, HEIDI SELCHERT 40.00 CELL, SHARP AUTOMOTIVE 2991.40 REPAIRS/MAINT., SHERWIN WILLIAMS 19.27 REP, SIOUX RURAL WATER SYSTEM 59.70 UTILITIES, SIOUX VALLEY

COOP 452.00 SUPPLIES, SIOUX VALLEY COOP 4486.74 SUP, SOCIA LAW, PC 8943.45 SVC, LYNN SOLBERG 40.00 CELL, TOWN OF SOUTH SHORE 96.00 UTILITIES, SOUTH SHORE GAZETTE 1192.67 PUB, STEVE STAHLKE 25.00 CELL, STAR LAUNDRY 388.02 SUPPLIES, STAR LAUNDRY 2851.08 SUP, STEVE'S WORLD 882.93 REPAIRS/MAINT., SUBWAY 78.01 SUP, SCOTT SWANSON 25.00 CELL, THOMSON REUTERS-WEST 668.20 SVC, DOUGLAS D. TORSTENSON 25.00 CELL, JAMES TORSTENSON 20.00 CELL, TRUENORTH STEEL 11139.15 SUPPLIES, TURBAK LAW OFFICE, P.C. 2469.35 SVC, TWO WAY SOLUTIONS, INC 191.98 REP, TWOTREES TECHNOLOGIES 37.00 SUPPLIES, TWOTREES TECHNOLOGIES 8493.95 REP, TYLER TECHNOLOGIES, INC 6966.96 REP, VERIZON WIRELESS 1174.66 UTIL, VERIZON WIRELESS 2230.00 UTIL, RELIABANK VISA 154.88 TRAVEL & CONF., RELIABANK VISA 70.52 PMT, RELIABANK VISA 65.72 PMT, RELIABANK VISA 1225.78 PMT, RELIABANK VISA 901.92 PMT, RELIABANK VISA 293.06 PMT, RELIABANK VISA 145.18 PMT, RELIABANK VISA 26.94 PMT, MARLONIE VOGEL SANG 25.00 CELL, WALMART - CAPITAL ONE 254.60 PMT, WARNE CHEMICAL & EQUIP CO INC 268.80 SUP, WARNE PLUMBING 132.65 REP, WATERTOWN AMBULANCE 271.00 SVC, WATERTOWN CARES 10000.00 PMT, WATERTOWN FORD 640.00 REP, WATERTOWN LAWN & GARDEN 30.00 REP, WATERTOWN MOTOR COMPANY 45160.00 EQUIP, WATERTOWN POLICE DEPARTMENT 500.00 SVC, WELD IT ALL %MARK STROHFUS 550.00 REPAIRS/MAINT., WHEELCO 480.54 SUPPLIES, WIGHT & COMES FUNERAL CHAPEL 1828.27 SVC, JOE WILLIAMS 2900.00 RENT, WILLOUGHBY INDUSTRIES, INC 488.12 REP, WW TIRE SERVICE INC 106.14 REP, WYODAK PROPERTIES 2325.00 RENT, XEROX CORPORATION 119.04 SUPPLIES, YANKTON CO. SHERIFF 200.00 SVC, YWH, LLC 6904.00 RENT, ZIP & STITCH SEWING 112.00 UNIF,

NEW BUSINESS

Commissioner Gabel informed the Board that there will be interviews for the Construction Manager at Risk, there have been 5 proposals received in response to the construction manager at risk RFP, this will take place on March 27th, 2024. The CCJAC will meet on March 28th, 2024 at 5:30 to come up with a recommendation for the construction manager at risk to bring to the Commissioner Board.

OPEN

Commission Comments: Commissioner Johnson expressed his concerns regarding the RAIF funding and getting the information to the townships.

EXECUTIVE SESSION

Motion by Johnson, second by Gabel, to enter into executive session, per SDCL 1-25-2 (2) consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters at 10:07 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:28 a.m., no action was taken. Highway Supt., Rick Hartley, was present for executive session.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Waterman, to adjourn at 10:28 a.m., all voted aye; motion carried.

ATTEST:

Brenda Hanten
Codington County Auditor

Codington County, 12 March 2024

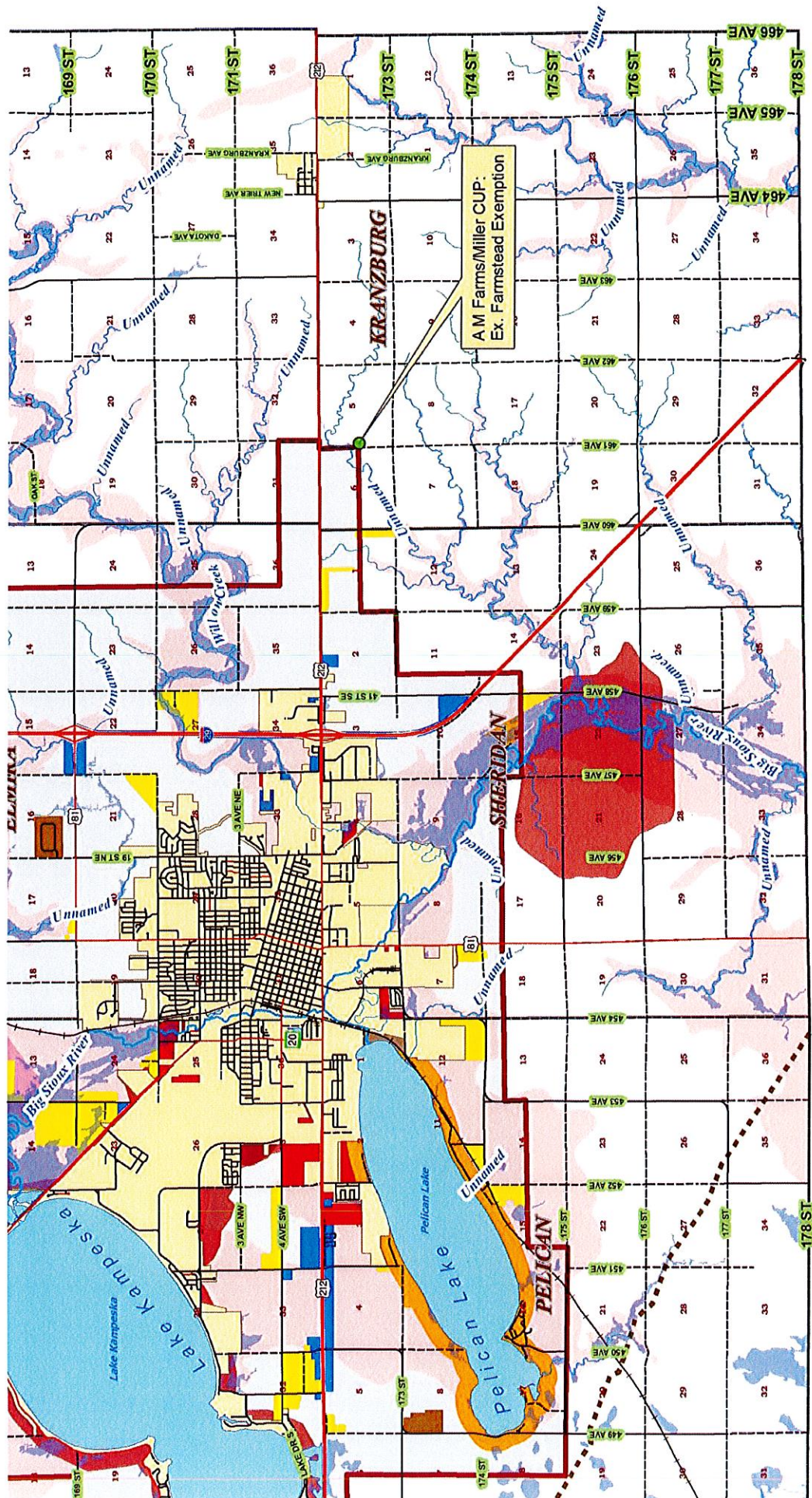
Codington County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of service.

Published once at the total approximate cost of \$_____

Miller Plat

MK Miller Addition in the Southwest Quarter of Section 5, Township 116 North, Range 51 West of the 5th P.M., Codington County, South Dakota

Plat Approval

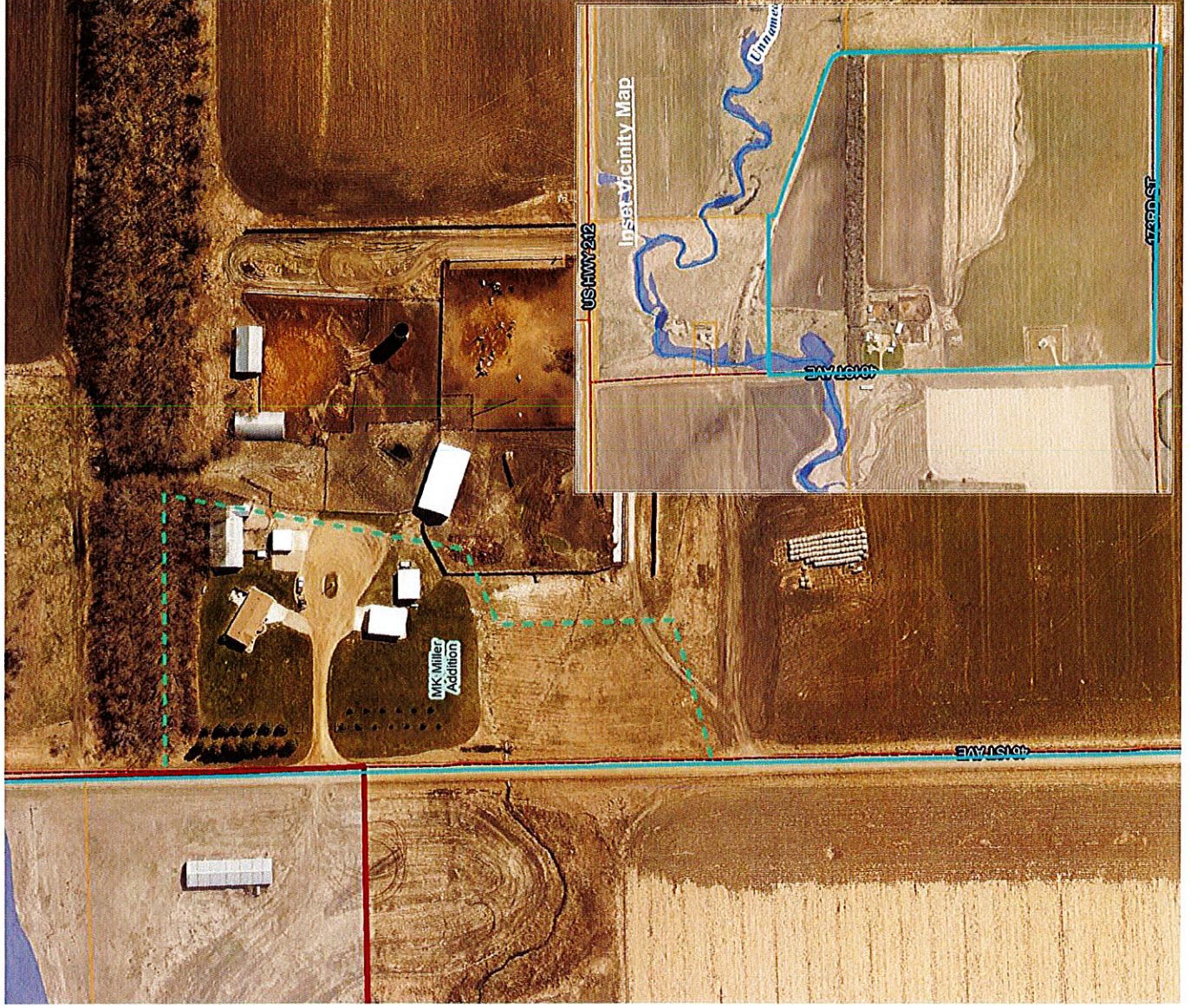




Plat of MK Miller Addition

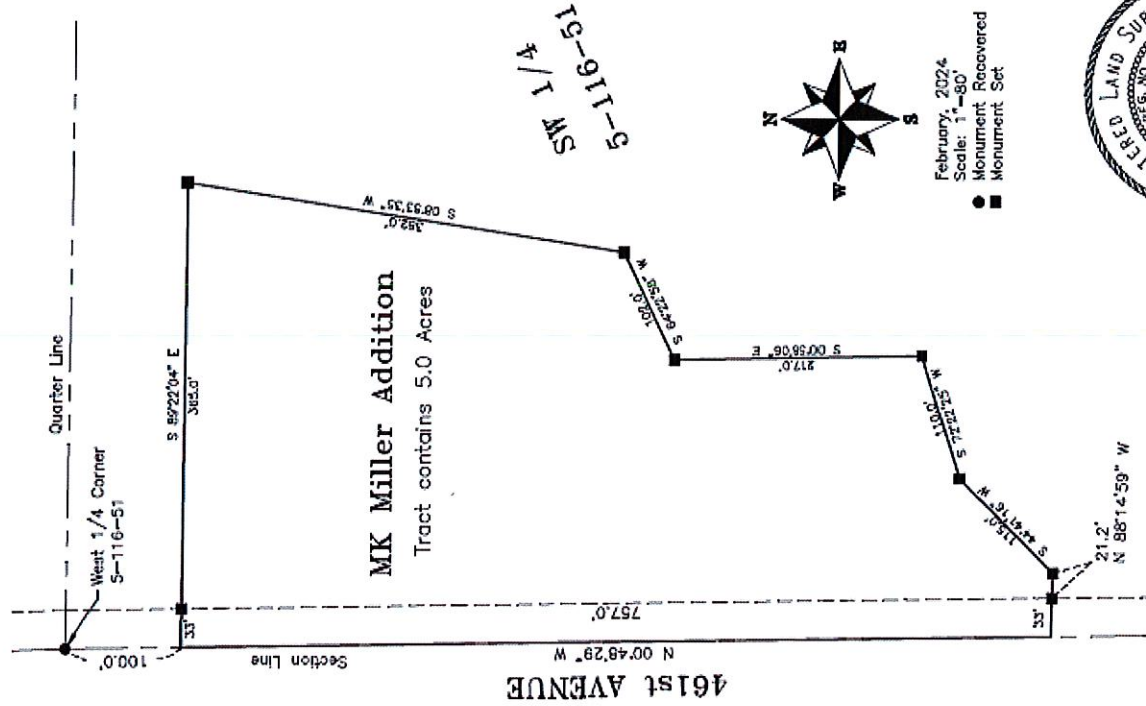
Legend

- Concrete Road
- Asphalt Road
- Gravel Road

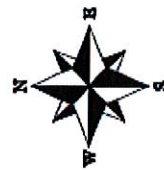


MK Miller Addition

Located in the Southwest Quarter of Section 5,
Township 116 North, Range 51 West of the 5th
P.M., Codington County, South Dakota.



SW 1/4
5-116-51



February, 2024
Scale: 1"=80'
Monument Recovered
Monument Set



Registered Land Surveyor

MACK
Land Surveying LLC

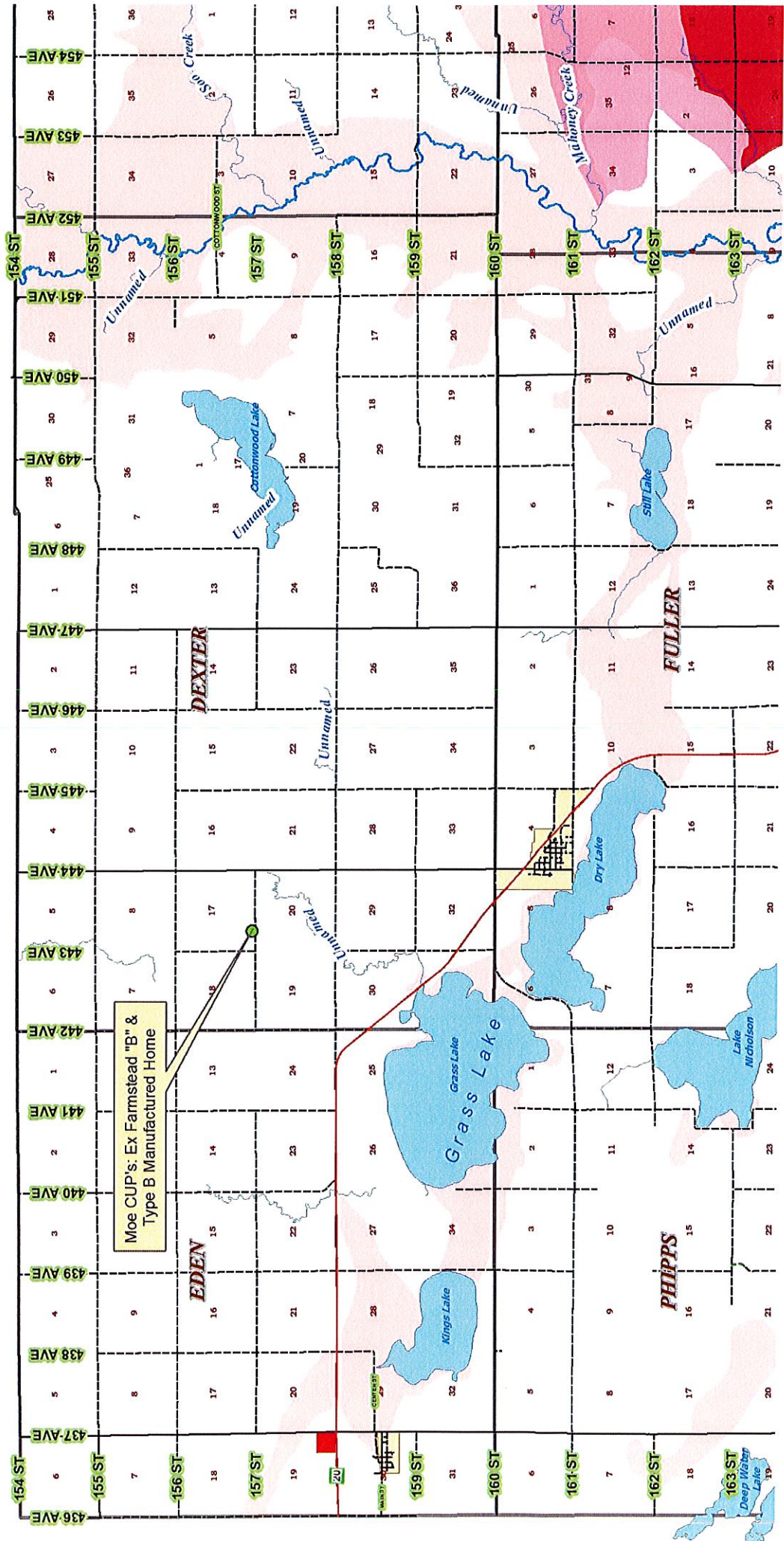
Marty Mack
Registered Land Surveyor
Certified Public Surveyor

Cell: (605) 880-3108 • Phone: (605) 874-2007
808 South Maple • Watertown, SD 57201
macklandsurveying@gmail.com

Moe Plat

Moe Addition in the Southwest Quarter of Section 17, Township 119 North,
Range 54 West of the 5th P.M., Codington County, South Dakota

Plat Approval





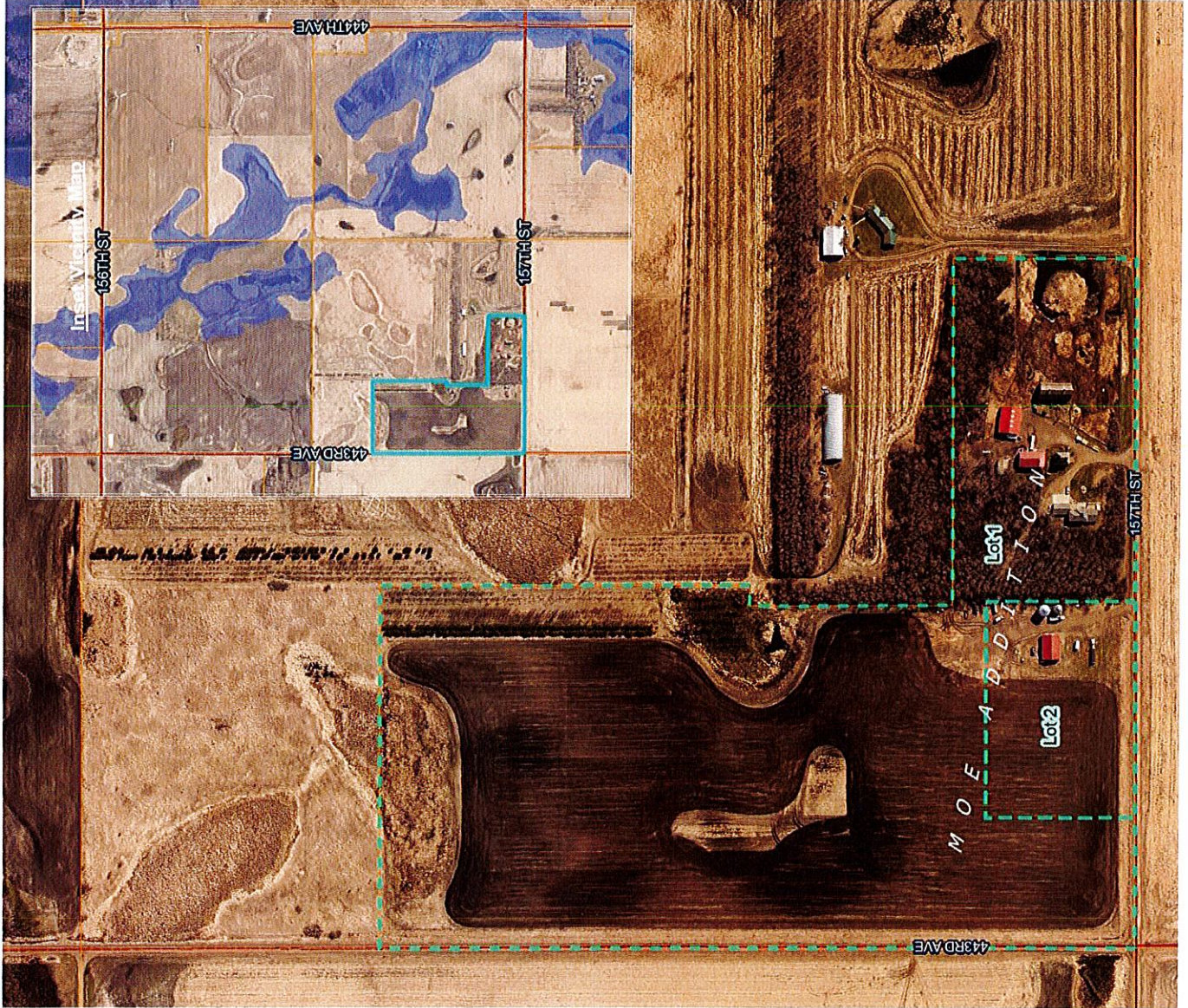
Plat of Moe Addition

Legend

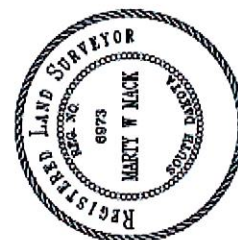
Concrete Road

Asphalt Road

Gravel Road



Located in the Southwest Quarter of Section 17,
Township 119 North, Range 54 West of the 5th
P.M., Codington County, South Dakota.



WACK
Land Surveying, LLC
Marty Mack
Registered Land Surveyor
Certified Professional Surveyor

Cell: 647.511.8803/3238 • Phone: (603) 878-2907
808 South Maple • Watertown, SD 57201
maclandsurveying@gmail.com

Registered Land Surveyor

2023 Chemicals & Rates

Townships & County: Equip. & man-\$45/hr

Chemical Rates / gallon

2-4D Amine, Aquatic labeled: \$11.01

Rodeo or Equivalent: \$24.00

Roundup Pro or Equivalent: \$15.25

Plateau or Equivalent: Basf Plateau -\$120.45

Tordon 22K or Equivalent: \$53.45

Nonionic Surfactant: 90-10 - \$11.30

GrazonNext: \$55.00

Milestone: \$300.00

Transline \$120.0

State, City & Privates: Chemical Rates / gallon

2-4D Amine, Aquatic labeled: \$35.00

Rodeo or Equivalent: \$55.00

Roundup Pro or Equivalent: \$42.00

Plateau or Equivalent: Basf Plateau -\$135.00 Alligare Panoramic - \$130.00

Tordon 22K or Equivalent: \$70.00

Nonionic Surfactant: \$15.00

GrazonNext: \$60.00

Milestone: \$320.00

Transline: \$135.00

Dicamba: \$90.00

Hourly and equipment rates

State, City & Privates \$75/hr-truck, \$60/hr-RTV, Man hour-\$55/hr, 1hr minimum

Water charges: \$.10/gallon - 500 gallon minimum



PROJECT ESTIMATE

CLIENT: CODINGTON COUNTY (SD) COURTHOUSE

DATE: February 8, 2024

ADDRESS:
14 First Avenue SE
Watertown, SD
57201

RENODRY USA CONSULTANT:

Don Brown
913-967-5962
Michael Clancy
612-554-1863

PHONE: 605-880-1278 (Lee Gabel, Chairman, Board of Commissioners)

EMAIL: dlee.gabel@codington.org (Lee Gabel, Chairman, Bd of Commission)

PROPERTY TYPE:

Please see the Property Type writeup in the Project Estimate, dated February 21, 2023. Thank you.

PROJECT ESTIMATE:

The courthouse building has a foundation footprint of approximately 11,000 sq. feet. It is a large building. The ceiling of part of the foundation has a metal roof, which the Renodry System cannot penetrate. Usually the dehydration units are installed above the foundation area. However, Renodry's senior technician is recommending the installtion of four dehydration units which will completely cover the entire footprint and will work around the metal ceiling.

PROJECT ESTIMATE: \$27,315.55*

*The Project Estimate includes all South Dakota User and Sales taxes applicable to a job.

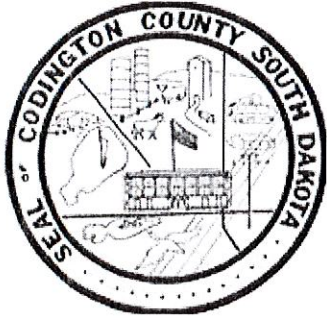
Once the system is installed there are no ongoing expenses for electricity nor maintenance----ever! The system will rid the building of the moisture and the salts the moisture brings into the walls of the building. The system will remain in the building and will keep the rising moisture and salts out of the building , rendering the building dry for many, many decades.

TOTAL

\$27,315.55

TERM & CONDITIONS:

- Two free follow up services are provided, one year and three years after installation, to take comparative wall moisture measurements. Complete reports are provided.
- The installed device(s) remains the property of RenoDry USA until such time as payment is received in full.



CODINGTON COUNTY Director of Facilities

14 1st Ave. S.E.

Watertown, SD 57201

Ph: 605-882-6255

E-Mail: codmain@codington.org

REQUEST FOR SURPLUS PROPERTY

I, Steve Molengraaf, Director of Facilities of Codington County, South Dakota, here by request that the property listed below to be declared surplus:

200 steel folding chairs

Dated this 19th day of March, 2024.

DECLARATION OF SURPLUS PROPERTY

The property listed above has been declared surplus this 19th day of March, 2024. The property is to be destroyed.

CODINGTON COUNTY BOARD OF COMMISSIONERS

By: _____

Chairperson

March 13, 2024

Jodi Pearson
Codington County
14 1st Ave SE
Watertown, SD 57201

Dear Jodi,

Re: Dental Plan Renewal for June 1, 2024 – May 31, 2025

Thank you for choosing Delta Dental of South Dakota! June 1, 2024, begins your 44th year of partnership with us. We value our partnership with you to improve your employee's wellness. As the nation's leading dental benefits provider, we know that good oral health is crucial to overall health.

Your rates are determined by your claims experience and trends in dental costs. Our rate renewal analysis suggests a 17.7% increase in rates. However, based on our Rate Stability Program, we have limited your increase to just 5%.

	Current Rates	Renewal Rates		Most Recent 12 Months	3/22-2/23
Single	\$45.42	\$47.70	Premiums	\$83,768	\$77,784
Two party	\$81.80	\$85.90	Claims	(\$79,785)	(\$76,007)
Three or more	\$119.08	\$125.04	Claims incurred but not paid	\$0	(\$955)
			Retention*	(\$12,565)	(\$11,668)
			Result	(\$8,582)	(\$10,845)
* Retention includes administration, premium taxes, risk, and commissions.					

Our team appreciates your ongoing business, and we look forward to continuing our commitment to excellent service and quality dental benefits for you and your employees. If you have any questions or would like to make changes to your plan design, please contact me at 605-494-2478 or bronson.elderts-ajala@deltadentalsd.com.

Sincerely,



Bronson Elderts-Ajala
Underwriting & Sales Specialist

Email: Todd Freimark

Project: SD Watertown Codington County Jersey Barriers

Quote: 4224068MS1

Location: SD Watertown

Engineer:

Sales Contact: Jason Van Roekel 605-630-2230

Owner: Codington County Highway Department

Bid Date: February 28, 2024 at 11:00 AM

10' Median Barrier	30.00	\$874.50	EA	\$26,235.00
10' median barrier weighs approximately 4,100 lb.				
Median Barrier Connecting Pin	30.00	\$44.00	EA	\$1,320.00
1.25" x 24" long pin with a 3" square washer welded on one end.				
MINIMUM HAUL CHARGE	3.00	\$1,094.50	EA	\$3,283.50
GRAND TOTAL (estimated)				\$30,838.50

NOTES:

- 1) Please note, the above prices do not include applicable sales taxes
- 2) Please note, the above prices do not include applicable sales taxes
- 3) Final production and delivery schedules cannot be confirmed until after the approved shop drawings are received by Rinker Pipe. Because Rinker Pipe has no control of the timeliness of the contract award process and submittal review process, Rinker cannot guarantee a firm delivery date at bid time and will not be held responsible for penalties or liquidated damages for missed contract deadlines.

Sales Contact: Jason Van Roekel 605-630-2230

Prepared By: Brian Anderson (605) 737-5208

TERMS AND CONDITIONS OF SALE: Rinker Materials' offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Rinker Materials' Standard Terms and Conditions ('Rinker Materials STCs') viewable at www.rinkerpipe.com/terms-and-conditions. A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.

ACCEPTANCE: I WARRANT AND REPRESENT THAT I HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE BUYER. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE RINKER MATERIALS STCS VIEWABLE AT www.rinkerpipe.com/terms-and-conditions.

PURCHASER

BY

BY

Shane Conley, Sales Manager

TITLE

DATE

Rinker Materials , A Quikrete Company.

TERMS AND CONDITIONS OF SALE

PAYMENT TERMS ARE NET 30. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. PRICES ARE BASED ON THE QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, RINKER MATERIALS RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS. BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE RINKER MATERIALS STCS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN (UNLESS OTHERWISE SPECIFIED IN THE STANDARD NOTES) WITH TRUCK DELIVERY AND UNLOADING NEAR AS POSSIBLE TO JOBSITE UNDER OWN POWER.

2 4 S C 0 9 _ _ _ _**FILED**

MAR 14 2024

STATE OF SOUTH DAKOTA
COUNTY CONTRACT
FOR PROVISION OF COMMUNITY HEALTH SERVICES
BETWEEN

CODINGTON COUNTY AUDITOR

Codington County Commission
14 1st Avenue SE
Watertown, SD 57201
(605) 882-6297
Referred to as "County"

South Dakota Department of Health
Family and Community Health
Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536
Referred to as "State"

The State hereby enters into this agreement (Agreement) for services with County in consideration of and pursuant to the terms and conditions set forth herein.

1. SCOPE OF SERVICES

The purpose of this contract is to provide community health services.

County will perform the following services:

- A. Provide/Assure the following:
 - i. Clerical support for the public health nursing services. Clerical staff must be competent in utilizing computer equipment including Microsoft Office applications and capable of learning multiple program specific software applications.
 - ii. Assure county clerical working with Child and Family Services provide documentation of two dose series of MMR for staff born after 1956, or serologic proof of immunity, one-time dose of Tetanus/Diphtheria/Pertussis (Tdap), and annual influenza vaccination. May require other vaccine recommendations in an outbreak when staff member has not been completely immunized or immunization status is unknown.
 - iii. Clerical must complete general and program specific trainings required by Department of Health for the roles and responsibilities of the position, and participate in virtual informational meetings/updates relevant to service delivery.
 - iv. Office space sufficient to carry out ordinary day-to-day duties.
 - v. Maintenance and upkeep to the Community Health Office.
- B. Allow Department of Health nurse/health professional to participate in County Clerical interview process to provide a comprehensive description of the duties and responsibilities of the position and respond to any questions about the services that are provided.
- C. Pay up to a total of \$15,379.54 for community health nursing services rendered. The County agrees to pay said amount in installments of \$3,844.89 on or before each of the following dates:
 - i. January 15, 2024
 - ii. April 15, 2024

- iii. July 15, 2024
- iv. and October 15, 2024

Each installment is to be sent to the:
South Dakota Department of Health
Office of Child & Family Services
Attn: Leah McQuiston
615 East 4th Street
Pierre, SD 57501

The State will bill the County approximately one month in advance of the installment due date.

2. PERIOD OF PERFORMANCE

This Agreement shall be effective on January 1, 2024 and will end on December 31, 2024, unless sooner terminated pursuant to the terms of this Agreement.

3. USE OF EQUIPMENT, SUPPLIES AND FACILITIES

With the exception of the following, County will not use State equipment, supplies or facilities:

- i. Computers, system furniture, and other equipment necessary to deliver services

4. COUNTY IDENTIFICATION

Upon execution of this Agreement, County will provide the State with County's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

5. STATE AGREES TO

A. State agrees to:

- i. Employ public health professionals and support staff to provide services to the County at a level determined necessary to serve the eligible populations. Services will typically be delivered in face-to-face client interaction but may also include telehealth, virtual visits, and other technology platforms. Clientele can access many services any day of the week through virtual technology, which enhances opportunities in part-time offices. The primary focus of community health is preventive care and health education. Examples of services may include but are not limited to:
 - a. Pregnancy care education and assessments
 - b. Infant safe sleep education and equipment to ensure a safe sleep environment
 - c. Family Planning program services or referrals
 - d. Post-partum services
 - e. Developmental and Social-Emotional screening
 - f. Immunization Services

- g. Health and safety education to individuals and groups
 - h. Communicable disease prevention and intervention
 - i. Tuberculosis testing – TB medication management
 - j. Local Emergency Preparedness
 - k. Client need coordination and referral
 - l. Nutrition education
 - m. Collaboration with community partners
 - n. Oral health screening and education
 - o. Fluoride varnish application
 - p. Depression Screening
- ii. Provide oversight to assure that professional standards and program criteria are met. Review of records, direct observation of service delivery, review of statistical information and training will be provided to assure quality service.
 - iii. Provide fiscal and administrative management, including participating in the supervision and evaluation of county staff provided by this agreement, to ensure efficient utilization of the resources of both parties. All income from patient fees and donations will be deposited in the State's budgetary accounting system.
 - iv. Pay for telephone charges, computer equipment, network and support, office and medical supplies.
 - v. Provide county clerical with screening and appropriate immunizations as needed according to Child & Family Services/DOH policy.

6. INDEMNIFICATION

County agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all actions, suits, damages, liability, or other proceedings that may arise as a result of performing services hereunder. County shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. County's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, County shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of County, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist County in the defense. This section does not require County to be responsible for or defend against claims or proceedings for damages, liabilities, losses, or equitable relief arising solely from errors or omissions of the State, its officers, agents, or employees.

7. INSURANCE

At all times during the term of this Agreement, County shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

County shall maintain occurrence-based commercial general liability insurance or equivalent form of coverage with a limit of not less than one million dollars (\$1,000,000) for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its officers, and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Business Automobile Liability Insurance:

County shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) for each accident. This insurance shall include coverage for owned, hired and non-owned vehicles. The insurance policy shall name the State of South Dakota, its officers, and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

C. Worker's Compensation Insurance:

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

Before beginning work under this Agreement, County shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, County agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. County shall furnish copies of insurance policies if requested by State.

8. TERMINATION

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event County breaches any of the terms of conditions hereof, this Agreement may be terminated by State at any time, with or without notice. If termination for a breach is affected by the State, any payments due to County at the time of termination may be adjusted to cover any additional costs to the State because of County's breach. Upon termination the State may take over the work and may award another party a contract to complete the work contemplated by this Agreement. If after the State terminates for a breach by County it is determined that County was not at fault, then County shall be paid for eligible services rendered and expenses incurred up to the date of termination.

9. AVAILABILITY OF FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from Congress and or the State Legislature for this purpose. If for any reason the United States Congress or the State Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State upon five (5) business days written notice. County agrees that termination for any of these reasons is not a default by State nor does it give rise to a claim against State or any officer, agent or employee of the State, and County waives any claim against the same.

10. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

Executive Order 2020-01 provides that for County, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this Agreement County certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for State to terminate this Agreement. County further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination of this Agreement.

11. COMPLIANCE WITH EXECUTIVE ORDER 2023-02

County certifies and agrees that the following information is correct:

In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and Sub-County, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or Sub-County, County is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.

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

12. COMPLIANCE WITH EXECUTIVE ORDER 2023-13

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 any Agreement. By signing an Agreement, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

13. NOTICE

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the County Contact Person on behalf of County, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

14. CONTROLLING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

15. INDEPENDENT COUNTY

While performing services hereunder, County is an independent County and not an officer, agent, or employee of the State of South Dakota.

16. THIRD PARTY BENEFICIARIES

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

17. ASSIGNMENT AND AMENDMENT

This Agreement may not be assigned without the express prior written consent of State. County's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. This Agreement may not be amended except in writing, which writing shall be expressly identified as part hereof and be signed by an authorized representative of each of the parties hereto.

18. COMPLIANCE

County will comply with all federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits, requirements, and other standards applicable to the services provided under this Agreement and will be solely responsible for obtaining current information regarding the foregoing. Nothing herein shall constitute a waiver by the State to any defense to jurisdiction nor shall anything herein constitute an acknowledgement by the State that any tribe has or exercises any jurisdiction over this Agreement or the parties.

County agrees to abide by all applicable provisions of the following assurances: Byrd Anti Lobbng Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246, Equal Employment Opportunity as amended by Executive Order 11375 and Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 C.F.R. Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, a applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the contract.

19. REPORTING

County agrees to report to State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject County, or the State of South Dakota or its officers, agents, or employees to liability. County shall report any such event to the State immediately upon discovery.

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

20. SUBCONTRACTING

County may not use Sub-County to perform the services described herein without the express prior written consent of State. County will include provisions in its subcontracts requiring its Sub-County to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. County will cause its Sub-County, agents, and employees to comply with applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits and other standards and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any Sub-County. County shall assist in the vetting process.

21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

By signing this Agreement, County certifies that neither County nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. County further agrees that it will immediately notify the State if during the term of this Agreement County or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

22. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person from performing services under this Agreement who the State believes would be detrimental to the services, presents insufficient skills, presents inappropriate behavior, or is considered by the State to be a security risk.

23. SEVERABILITY

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

24. SUPERCESSION

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

25. FORCE MAJEURE

Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, quarantine, epidemic, pandemic, earthquake or any act of God, or other causes beyond the party's reasonable control provided, however, that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance. For this clause to be exercised each party must provide a notice labeled Special Notice to the other party citing the condition for the delay and the expected length of time of the delay of performance.

26. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision in this Agreement.

27. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers, or employees.

28. HEADINGS

The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

29. AUTHORITY TO EXECUTE

County represents and warrants that:

- A. County is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- B. The execution, delivery and performance of this Agreement has been duly authorized by County and no approval, authorization, or consent of any governmental or regulatory agency is required to be obtained in order for County to enter into this Agreement and perform its obligations under this Agreement;
- C. County is duly authorized to conduct business in and is in good standing in each jurisdiction in which County will conduct business in connection with this Agreement; and
- D. County has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of County's performance of the services. County will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

30. DISCLOSURE OF THE CONTRACT

Neither party shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. The County acknowledges that the State of South Dakota and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including, without limitation, posting this Agreement on the website pursuant to SDCL 1-27-46. The County agrees that the Agreement and any prices, fees and rates agreed to be paid by the State under the Agreement are not confidential.

31. RECORD RETENTION

County agrees to maintain all records that are pertinent to this contract and retain them for a period of six (6) years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.

32. CONFIDENTIALITY

For the purpose of this Agreement, “Confidential Information” shall include all information, regardless of its format, disclosed to the County by the State and all information, regardless of format, obtained by County through the provision of services as contemplated by this Agreement. County, and any person or entity affiliated with County, shall not disclose any Confidential Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. County, and any person or entity affiliated with County, shall not:

- A. disclose any Confidential Information to any third person unless otherwise specifically allowed under this Agreement;
- B. make any use of Confidential Information except to exercise rights and perform obligations under this Agreement;
- C. make Confidential Information available to any of its employees, officers, agents, or County except those who have agreed, by contract, to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. County, and any person or entity affiliated with County, is held to the same standard of care in guarding Confidential Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding Confidential Information in the strictest confidence. County, and any person or entity affiliated with County, shall protect the confidentiality of the State’s information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced.

Confidential Information shall not include information that:

- A. was in the public domain at the time it was disclosed to County, and any person or entity affiliated with County;
- B. was known to County, and any person or entity affiliated with County, without restriction at the time of disclosure from the State;
- C. was disclosed with the prior written approval of State’s officers or employees having authority to disclose such information;
- D. was independently developed by County, and any person or entity affiliated with County, without the benefit or influence of the State’s information; or
- E. becomes known to County, and any person or entity affiliated with County, without restriction, from a source not connected to the State of South Dakota.

Confidential Information can include, but is not limited to, names, social security numbers, employer numbers, addresses and all other data about applicants, participants, employers, or other clients to whom the State provides services of any kind. County understands that this information may be confidential and protected under applicable state or federal law. County agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently.

If work assignments performed in the course of this Agreement require additional security requirements or clearance, County agrees that its officers, agents and employees may be required to undergo investigation or may be required to sign separate confidentiality agreements, and will limit access to the confidential information and related work activities to employees who have executed such agreements.

County will enforce the terms of this Confidentiality Provision to its fullest extent.

County agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision and to immediately notify the State of such matter. County will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, County agrees to return to the State, at County's cost, any Confidential Information or documentation maintained by County regarding the services provided hereunder in a format readily useable by the State as mutually agreed by County and State.

33. WORK PRODUCT

County hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedure, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by County in connection with the performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by County without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

34. INDEPENDENT COUNTY

County, as an independent County, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.

35. PURCHASE OF CAPITAL ASSETS OR EQUIPMENT

County will not purchase capital assets or equipment using State funds.

36. INTEGRATION

This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements, and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.

37. AUDIT REQUIREMENTS (EXPENDING \$750,000 OR MORE)

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

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

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

38. CONFLICT OF INTEREST

Provider agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

39. RECYCLING

State strongly encourages County to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

40. CRIMINAL BACKGROUND CHECKS

Pursuant to SDCL 5-18D-28, County agrees that each person who has access to confidential information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement shall submit to and successfully pass a state and federal criminal background investigation and submit to a fingerprint check by the South Dakota Division of Criminal Investigation and the Federal Bureau of Investigation before being granted access to any Confidential Information. The appointing authority shall submit the completed fingerprint card to the South Dakota Division of Criminal Investigation. County shall be responsible for payment of any fee charged for the cost of fingerprinting and the criminal background investigation. If a disqualifying record is discovered, County agrees that such individual will not have access to the Confidential Information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement. The State shall have the sole discretion to determine whether a record is disqualifying and will immediately notify County.

41. TRANSFER OF INFORMATION

Upon termination of this Agreement (whether initiated by the State or County) and following a written request by the State, County agrees to provide to the State, at County's expense, any data and other pertinent records related to services performed under this Agreement ("Information") to the State or a designee chosen by the State ("Recipient") within thirty (30) days, unless otherwise agreed by the parties. The transfer of Information shall be conducted based upon the State's standards and in accordance with all applicable laws and regulations in a format readily usable by the State or Recipient as mutually agreed by County and State.

42. OTHER METHODS OF NOTICE

The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing provided that delivery is confirmed.

43. DILIGENCE AND SKILL

In the performance of these services and providing the deliverables under the Agreement, County, and its employees shall exercise the degree of skill and care consistent with customarily accepted practices and procedures for the performance of the type of services required. County shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services and deliverables furnished by County and any Sub-County, if applicable, under this Agreement. It shall be the duty of County to assure that its services and deliverables are technically sound and in conformance with all pertinent technical codes and standards. County represents and warrants that: (i) it shall give high priority to the performance of the services; and (ii) the services shall be performed in a timely manner.

County shall be responsible to the State for material deficiencies in the contracted deliverables and services which result from the failure to meet the standard given herein. County shall promptly correct or revise any material errors or omissions in deliverables and re-perform any services which are not in compliance with such representations and warranties at no cost to the State, provided that County's failure to comply is not due solely to the actions, errors, or omissions of the State.

Permitted or required approval by the State of any services or deliverables furnished by County shall not in any way relieve County of its responsibility for the professional quality and technical accuracy and adequacy of its work. The State's review, approval, acceptance, or payment for any of County's services or deliverables herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and except as provided herein County shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the State caused by County's performance or failure to perform under this Agreement.

In the event of a breach of these representations and warranties, the State shall provide telephonic or electronic notice to County. The State may, in its sole discretion, require County to cure such breaches. If it is necessary for County to send at least one qualified and knowledgeable representative to the State's site where the system is located, this will be done at County's expense. This representative will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the site. The rights and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement or by law.

44. INTELLECTUAL PROPERTY

In connection with the performance of this Agreement and the provision of services and deliverables under this Agreement, County will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. County will not improperly use any trade secrets, or confidential or proprietary information owned by any third party in performing this Agreement or the services related to this Agreement. To the fullest extent permitted by law, County shall defend, indemnify, and hold the Department and their employees and agents

harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Contract. If the Department's use of Goods or Services provided by County is enjoined based on an intellectual property infringement Claim, County shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

45. THIRD PARTY RIGHTS

County represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or, to County's knowledge, threatened suit by any such third party based on an alleged violation of such rights by County. County attests that no access of the State to software or hardware infringes upon the intellectual property rights of a third party.

46. PUBLICITY:

The award of this Agreement to County is not in any way an endorsement of County or County's services by the State and may not be so represented by County in any advertising or publicity materials. County agrees to submit to the State all advertising, sales promotion, and other publicity relating to this Agreement wherein the State's name is mentioned, or language is used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. County further agrees not to publish or use such advertising, sales promotion, or publicity without the prior written consent of the State. County may not in any way contract on behalf of or in the name of the State, nor may release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written approval of the State.

47. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

County is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 24, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

The parties signify their agreement by signing below.

_____ Beth Dokken, Director Division of Family and Community Health Department of Health	_____ Date	_____ Chairman, County Commission	_____ Date
		_____ Randall Schweer	
		_____ Print or Type Chairman's Name	
		_____ rschweer@codington.org	
_____ Darcy McGuigan, Director Division of Finance and Operations Department of Health	_____ Date	_____ Email	

State Contact Person: Joel Arriolacolmenares Phone: (605) 550-1995

County Contact Person: Brenda Hanten Phone: _____
Email: bhanten@codington.org

ATTACHMENT A

STATE OF SOUTH DAKOTA
BUSINESS ASSOCIATE AGREEMENT

Codington County Commission
14 1st Avenue SE
Watertown, SD 57201
(605) 882-6297

Referred to as "County"

South Dakota Department of Health
Family and Community Health
Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536

Referred to as "State"

County is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement GA-13, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

Privacy and Security Requirements

1. As a Business Associate, County agrees:

- a. to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.
- b. to use or disclose any Protected Health Information (PHI) solely:
 - i. to meet its obligations in this and any other agreements with State;
 - ii. as required by applicable law, rule or regulation; and
 - iii. as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
- c. to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
- d. to ensure that its agents, including a Sub-County, who has the consent from the State under Section 18 of the County Agreement, agrees to the same restrictions and conditions applicable to County, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). County also agrees to create and enforce business associate agreements (BAAs) with any and all Sub-County and to monitor such Sub-County for compliance with HIPAA provisions and to take reasonable

steps to ensure that its employees' actions or omissions do not cause a breach of the terms of this agreement;

- e. to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State's breach analysis procedures, if requested. A breach shall be treated as discovered by County as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State within twenty (20) calendar days of discovery of the breach. If the breach involves less than 500 persons the notification to the state may be provided within 30 calendar days of discovery. Such notification will contain the elements required in 45 CFR § 164.410; and
 - f. to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). County will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. County will not engage in any communication which might be deemed to be "marketing" under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
 - g. to comply with Policy 9 of the State Department of Health Procedure and Form Manual regarding HIPAA training, complete training within thirty (30) days of execution of the agreement and for all County employees and County to sign a verification of training. Policy 9 is attached herein.
2. Notwithstanding the prohibitions set forth in this agreement, County may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:
- a. the disclosure is required by law; or
 - b. reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify County of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Availability of PHI

County further agrees:

- a. to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to County;
- b. to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and
- c. to cooperate in providing any accounting required on a timely basis.

The parties signify their agreement by signing below.

<hr/> Beth Dokken, Director Division of Family and Community Health Department of Health	<hr/> Date	<hr/> Chairman, County Commission	<hr/> Date
		<hr/> Randall Schweer	
		<hr/> Print or Type Chairman's Name	
<hr/> Darcy McGuigan, Director Division of Finance and Operations Department of Health	<hr/> Date	<hr/> rschweer@codington.org	<hr/> Email



Privacy Training & Confidentiality Agreement

Objective

This policy is intended to provide guidance to Department of Health (DOH) workforce members (including management) on DOH's Health Information Portability and Accountability Act (HIPAA) privacy training policies and procedures to educate staff as to how to protect DOH client and program participant's Protected Health Information (PHI).

Policy Statement

The Department of Health (DOH) shall require its workforce members (including management at all levels) to complete HIPAA training. All new employees will complete the New Hire HIPAA training within thirty (30) days of their employment, and sign and return the DOH "Confidentiality Agreement" and the BHR HIPAA Training Verification forms to their supervisor. All DOH employees must also complete annual HIPAA training.

Procedure

- A. DOH HIPAA training shall ensure that workforce members are familiar with DOH's HIPAA privacy policies and procedures for protecting client and program participant privacy and securing PHI. Training shall enable DOH workforce members to understand the impact of PHI privacy and security on their day-to-day functions.
- B. DOH requires its workforce members, whose functions are affected by a material change in the DOH HIPAA privacy policies or procedures, to be trained within a reasonable period of time after the material change becomes effective.
- C. Training shall include information about responsibilities and accountability, including the sanctions exercised for non-compliance ranging from disciplinary actions to termination of employment.
- D. The new hire employee will sign and submit the BHR training verification form and DOH Confidentiality Agreement to their supervisor within thirty (30) days of their employment.
- E. Employees can find a copy of the DOH **Confidentiality Agreement** form on the **M: drive** (central office) or **X: drive** (field office). The verification form will be obtained at the conclusion of the BHR HIPAA training.
- F. A signed copy of the employee's **Confidentiality Agreement** and **BHR Verification of HIPAA Training** forms shall be kept in each employee's file.

CONFIDENTIALITY AGREEMENT
STATE OF SOUTH DAKOTA DEPARTMENT OF HEALTH

I, _____, have been trained and informed of the Administrative Policies and Procedures of the Department of Health (DOH) as related to the Health Insurance Portability and Accountability Act (HIPAA). The DOH places a high priority on maintaining the confidentiality of its program participant's information. I understand that I must ensure the privacy of program participants protected health information (PHI) held by the DOH.

I understand that non-compliance with the DOH Administrative Policies and Procedures is cause for disciplinary action up to and including dismissal from the DOH, as well as possible legal actions for any criminal or civil violations of applicable HIPAA regulations.

I agree to promptly report all violations, or suspected violations, of any of the DOH Administrative Policies and Procedures to my direct supervisor and the Department of Health HIPAA Compliance Officer.

DOH Employee/County/Student/Volunteer Signature

Date

Print Name

DOH Supervisor Signature

Date

Upon printing this page, I acknowledge that I have reviewed the presentation, and I am aware of the HIPAA requirements.

**HIPAA Training
Module Confidentiality
Agreement**

I, _____, have read and understand the State of South Dakota policies regarding the privacy of protected health information (PHI), as mandated by the Health Insurance Portability and Accountability Act. I have completed the HIPAA Training module which includes PHI use, disclosure, storage and destruction as required by HIPAA. I will follow the requirements presented in the HIPAA Training Module.

I hereby agree that I will not at any time – either during my employment with the State of South Dakota or after my employment ends – use, access or disclose PHI to any person or entity, internally or externally, except as is required and permitted in the course of my duties and responsibilities with the State of South Dakota or as permitted under HIPAA. I understand that this obligation extends to any PHI that I may acquire during the course of my employment, whether oral, written, or electronic form and regardless of the manner in which access was obtained.

I understand that unauthorized use or disclosure of PHI will result in disciplinary action, up to and including termination of employment and the imposition of civil penalties and criminal penalties under applicable federal and state law, as well as professional disciplinary action as appropriate.

I understand that this obligation will survive the termination of my employment with the State of South Dakota, regardless of the reason for such termination.

Name: Jane Doe

Employee Number: 000000

Agency: DOH

Date Hired: 01/01/2018

Location: Pierre- Central Office

Signature: _____

Date: 3/28/2018 2:57:35 PM

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME <i>Gerard Olson</i>		DATE <i>3-6-24</i>
EFFECTIVE DATE <i>3-15-24</i>	POSITION TITLE <i>Sergeant Deputy</i>	DEPARTMENT <i>Sheriff</i>
CURRENT STEP <i>Deputy Sheriff Step 10 40 grade.</i>	NEW STEP <i>Sergeant 50 grade step 5</i>	
CURRENT PAY RATE <i>34.40</i>	NEW PAY RATE <i>35.12 step 5 / \$6110.88</i>	
REASONS FOR CHANGE <i>Promotion to Sergeant</i>		

EMPLOYEE SIGNATURE *Gerard Olson*

DEPARTMENT HEAD SIGNATURE *[Signature]*

DATE *3-7-24*

COUNTY COMMISSIONERS _____

DATE _____

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

FILED

MAR 12 2024

CODINGTON COUNTY AUDITOR