

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, December 31, 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 December 31, 2024, agenda**
5. **Action to approve the December 17, 2024, minutes of the Board of Codington County Commissioners**
6. **Public Hearing on HD Electric Cooperative, Inc. Franchise Application**
7. **Action to approve Resolution 2024-41, HD Electric Cooperative Inc., Franchise Application**
8. **Monthly Reports**
 - a. **Emergency Management**
 - b. **Sheriff**
9. **Discussion/possible action to approve Facility Use Agreement and Pet Addendum with The American National Red Cross**
10. **Action to approve bid for Codington County 15-159-100 Riprap Repair Project**
11. **Action to declare office equipment at the Extension Office, surplus to be destroyed**
12. **Action to authorize Chair to sign contract with the State of South Dakota for Community Health Nurse Services**
13. **Discussion/possible action to designate Weed Board serving area**
14. **Discussion/possible action to authorize Chair to sign letter of support of Substance Use Disorder simulation**
15. **Action to designate surplus funds for future building projects**
16. **Action to approve Commissioner Contingency transfers**
17. **Action to approve 2025 wage scale**
18. **Action to approve abatement applications**
19. **Action to approve claims for payment**
20. **Action to approve automatic budget supplements**
21. **Action to approve personnel changes**
22. **Action to approve travel requests**
23. **Public Notices – a possible quorum of Commissioners could be in attendance at:**
24. **Old Business**

25. New Business

26. Open

- a. Public Comments
- b. Commission Comments

27. 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)

28. 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**

December 17, 2024

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, December 17, 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 Gabel.

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 December 17, 2024, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of December 10, 2024; all voted aye; motion carried.

DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES RESOLUTION APPROVED

Motion by Gabel, second by Johnson, to approve Resolution #2024-37 Declaring Official Intent to Reimburse Expenditures, Colliers Securities LLC representative, Toby Morris, explained to the Board that this informs the IRS the County plans on issuing debt in the future and capture and that any expenditures that the County makes would be considered as equity and sometime in the future will be issuing debt.

Resolution No. #2024-37

**A RESOLUTION DECLARING OFFICIAL INTENT
TO REIMBURSE EXPENDITURES**

WHEREAS, the Codington County, South Dakota (the "County") intends to incur and pay, or has incurred and paid, capital expenditures aggregating approximately \$37,240,000 (the "Capital Expenditures") for the property and project described as the construction, renovation, and equipping of the Court, County Jail, And County Law Enforcement facilities (said property and project is hereinafter referred to as the "Project"); and

WHEREAS, payment of the capital expenditures defined by 26 CFR § 1.150-1 ("Capital Expenditure") will be, or has been, financed, in whole or in part, on an interim basis from moneys other than proceeds of a borrowing (collectively, the "Temporary Advances"); and

WHEREAS, it is reasonably expected that the Temporary Advances will be reimbursed with the proceeds of one or more borrowings not later than 18 months after the later of (i) the date on which the first Capital Expenditure financed by a Temporary Advance was paid, or (ii) the date on which the Project is placed in service or abandoned (but in no event more than 3 years after the date on which the first Capital Expenditure financed by a Temporary Advance was paid); and

Codington County, 17 December 2024

WHEREAS, except for architectural, engineering and similar preliminary expenditures incurred prior to the acquisition or commencement of construction of the Project (but not including land acquisition, site preparation and other similar costs incident to the acquisition or commencement of construction of the Project), this Resolution is being adopted prior to or within 60 days after the payment of the first Capital Expenditure financed by a Temporary Advance;

NOW, THEREFORE, BE IT RESOLVED, by this County Commission, that the County hereby declares its official intent for purposes of Treasury Regulation Section 1.150-2 to reimburse the Capital Expenditures for the Project financed by Temporary Advances with the proceeds of one or more borrowings, the maximum aggregate principal amount of which is not expected to exceed \$37,240,000.

Adopted: December 17, 2024

Randall Schweer
Chairman

ATTEST:

Brenda Hanten
County Auditor

PLAT RESOLUTION APPROVED

Zoning Officer, Luke Muller, reviewed and presented the Board with the Plat of Resen Addition for their approval. The Board took the following action:

RESOLUTION 2024-38

A Resolution to approve the platting of Resen Addition in the County of Codington, South Dakota

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

That an examination has been made of the plat entitled:

Resen Addition located in Southeast Quarter of 19, Township 119 North, Range 54 West of the 5th Prime Meridian; Codington County, South Dakota (Dexter Township), and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

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

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

Dated this 17th day of December, 2024, at Watertown, Codington County, South Dakota

Codington County, 17 December 2024

Randall Schweer
Commission Chair, Codington County, South Dakota

STATE OF SOUTH DAKOTA
 §
COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-38, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 17th day of December, 2024, at Watertown, Codington County, South Dakota.

Brenda Hanten
County Auditor, Codington County, South Dakota

PLAT RESOLUTION APPROVED

Zoning Officer, Luke Muller, reviewed and presented the Board with the Plat of Bertrang Second Addition for their approval. The Board took the following action:

RESOLUTION 2024-39

A Resolution to approve the platting of Bertrang Second Addition in the County of Codington, South Dakota

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

That an examination has been made of the plat entitled:

Bertrang Second Addition located in Southwest Quarter of Section 5, Township 117 North, Range 51 West of the 5th Prime Meridian; Codington County, South Dakota (Waverly Township), and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

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

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

Dated this 17th day of December, 2024, at Watertown, Codington County, South Dakota

Randall Schweer
Commission Chair, Codington County, South Dakota

STATE OF SOUTH DAKOTA
 §
COUNTY OF CODINGTON

Codington County, 17 December 2024

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-39, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 17th day of December, 2024, at Watertown, Codington County, South Dakota.

Brenda Hanten
County Auditor, Codington County, South Dakota

PLAT RESOLUTION APPROVED

Zoning Officer, Luke Muller, reviewed and presented the Board with the Plat of Regnier Addition for their approval. The Board took the following action:

RESOLUTION 2024-40

A Resolution to approve the platting of Regnier Addition in the County of Codington, South Dakota

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

That an examination has been made of the plat entitled:

Regnier Addition located in Southeast Quarter of Section 35, Township 118 North, Range 53 West of the 5th Prime Meridian; Codington County, South Dakota (Rauville Township), and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

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

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

Dated this 17th day of December, 2024, at Watertown, Codington County, South Dakota

Randall Schweer
Commission Chair, Codington County, South Dakota

STATE OF SOUTH DAKOTA

§

COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2024-40, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 17th day of December, 2024, at Watertown, Codington County, South Dakota.

Brenda Hanten
County Auditor, Codington County, South Dakota

Codington County, 17 December 2024

MONTHLY REPORTS

Interim Highway Supt., Lynn Solberg, updated the Board: highway department staff finished up on some rip rap repairs in the western part of the County since the water level went down and was able to do; highway department staff have been trimming and removing trees in the right of way of county roads; the hot tack oil sprayer has been delivered to the highway department, Niall from Midstates Equipment will return in the spring when we are ready to use it, and he will train staff on how to use it; the new truck has been delivered, after the first of the year will need to get quotes for the dump body for this truck; have been out sanding county roads several times over the last couple of weeks; will start inventory later this week. **Facility Manager, Steve Molengraaf**, updated the board: Ag. Building – fire suppression system continues to be installed; had a meeting last week with Banner Engineering on some frost heaving on the sidewalk by the sale ring doors trying to do a temporary fix until a permanent one next spring; Court House & Detention Center – contractors have a few minor things to wrap up for the HVAC system, the sidewalk was poured a couple weeks ago due to the milder weather that we had, a walk-through is planned for Thursday, December 19th, 2024 at 9:00 a.m.; the new lift was installed last week by the rear doors of the courthouse; looking at updating the panic buttons; Park – nothing to report at this time; Weed – weed board meeting was held last week Wednesday at the extension complex; WNV – nothing to report; on Thursday, December 12th, 2024, defensive driving courses were held by Safety Benefits at the Extension Complex, received certificates and will get them printed and distributed.

APPOINT HIGHWAY SUPERINTENDENT

Motion by VanDusen, second by Gabel, to appoint Randy Falvey for the Codington County Superintendent position, Human Resource Representative, Natalie Remund, informed the Board that the interview selection members consisted of Troy VanDusen, Randall Schweer and herself, they conducted three in-person interviews and Randy Falvey is who they selected to fill the position of the full-time Highway Superintendent, the Board also thanked Lynn Solberg for his time as interim Highway Superintendent; all voted aye; motion carried.

DISTRIBUTE EASEMENT COMPENSATION FOR 14TH AVE. NW BRIDGE PROJECT

Motion by Gabel, second by Waterman, to approve distribution of the permanent easement compensation for the 14th Ave. NW Bridge Project, in the amount of \$760.00, to Jeremy Peterson, as presented by interim Highway Supt., Lynn Solberg; all voted aye; motion carried.

DISTRIBUTE EASEMENT COMPENSATION FOR 14TH AVE. NW BRIDGE PROJECT

Motion by Johnson, second by Waterman, to approve distribution of the permanent easement compensation for the 14th Ave. NW Bridge Project, in the amount of \$1,450.00, to Jonathan D. Tesch and Jessica L. Tesch, as presented by interim Highway Supt., Lynn Solberg; all voted aye; motion carried.

DISTRIBUTE EASEMENT COMPENSATION FOR 14TH AVE. NW BRIDGE PROJECT

Motion by VanDusen, second by Johnson, to approve distribution of the temporary easement compensation for the 14th Ave. NW Bridge Project, in the amount of \$1,200.00, to Douglas D. Sietsema and Gerald P. Jellis, as presented by interim Highway Supt., Lynn Solberg; all voted aye; motion carried.

ACCESS LIFTS INC. SERVICE CONTRACT

Motion by VanDusen, second by Gabel, to approve Chair to sign Access Lifts Inc., Preventative Maintenance Agreement for one year, in the amount of \$975.00, if service is required a regular service rate of \$180.00 per hour for labor and \$0.60 per mile for miles traveled, Facility Manager, Steve Molengraaf, presented the Board with the information; all voted aye; motion carried.

SURPLUS OFFICE EQUIPMENT FOR VARIOUS DEPARTMENTS

Motion by Johnson, second by Gabel, to declare various office equipment for various departments, surplus to be destroyed: Ag Building – Canon printer, MG2922, HP laptop computer, S4540S serial #2CE24225C7; Govt. Buildings – HP laptop- HP pro 4545sAQ6-4400M; Memorial Park-HP Probook laptop serial #404453; Weed-HP Probook laptop PC 4530s; as per request of Facility Manager, Steve Molengraaf; all voted aye; motion carried.

MEMORIAL PARK RESERVATION PROCESS

Motion by Gabel, second by Waterman, to approve Memorial Park reservations which will be updated to include, reservations will now open up for the whole season for all sites with long term camping on certain designated site type, the change will go into effect in 2025; on-line reservations will begin in February and go through September of each year, Facility Manager, Steve Molengraaf, suggested to make this change to the reservation process at Memorial Park; all voted aye; motion carried.

WEED BOARD SERVING AREA

Facility Manager, Steve Molengraaf, informed the Board that there are not any definite serving area designations for the Weed Board members, he presented the Board with maps designating different options on how to split the County into serving areas, the Board requested to narrow down the options to the map to designate seven serving areas and they will address this at a future Board meeting.

CLAIMS

Motion by Gabel, second by VanDusen, to approve for payment the following list of claims; all voted aye; motion carried. ACCESS ELEVATOR & LIFTS, INC 8373.00 PMT, A-I COMPUTER SOLUTIONS 1299.99 SUP, ALCOHOL MONITORING SYSTEMS 873.00 SVC, BANNER ASSOCIATES, INC 3691.79 PMT, BIRMINGHAM & CWACH LAW OFFICES 305.46 SVC, BLUEPEAK 883.68 UTIL, BORNS GROUP 3869.65 POST, CODINGTON-CLARK ELECTRIC COOPE 35.62 UTILITIES, COLE PAPERS, INC. 2643.55 SUP, COMPASS COUNSELING 23750.00 SVC, CONSOLIDATED CORRECTIONAL 14674.84 SUP, CULLIGAN WATER CONDITIONING 235.75 SUP, DEUTSCH EXCAVATING 18418.40 OTHER EXP., DIAMOND DRUGS, INC 394.57 SVC, ELECTION SYSTEMS & SOFTWARE 53.39 SUP, MARIA ESCAMILLA 200.00 SVC, TOWN OF FLORENCE 80.95 UTILITIES, GALLS, LLC 2396.07 SUP, GWORKS 1858.00 MAINT, HEALTHEQUITY 72.00 FEE, HILLYARD/SIOUX FALLS 724.10 SUP, JOHNSON CONTROLS, INC. 212492.90 PMT, KXLG-FM 575.00 SVC, LAKE AREA DOOR 494.39 REP, LINCOLN CO TREASURER 1075.42 SVC, MACQUEEN 38587.83 GRANT, MASTERS TELECOM LLC 257.99 UTIL, MIDSTATES EQUIPMENT & SUPPLY 43750.00 EQUIPMENT, MOE OIL COMPANY 3454.00 SUPPLIES, NELSON & ERICSSON LAW OFFICE, 671.50 SVC, OPTICS4BIRDING 5114.94 GRANT, PERFORMANCE TOWING 185.00 SVC, PETERS DISTRIBUTING, INC 1052.47 REP, POMP'S TIRE SERVICE, INC. 4831.12 SUPPLIES, PRAIRIE LAKES HEALTH CARE CENT 979.99 SVC, SD DEPARTMENT OF HEALTH 3705.00 SVC, SD INVESTIGATIVE SERVICES 1837.13 SVC, SDAE4-HP 200.00 TRAV, SDN COMMUNICATIONS 846.02 UTIL, SIOUX RURAL WATER SYSTEM 57.50 UTILITIES, SIOUX VALLEY COOP 3097.04 SUPPLIES, SIOUX VALLEY COOP 4982.93 SUP, TOWN OF SOUTH SHORE 96.00 UTILITIES, UNITED SERVICES LLC 520.38 UTIL, VERIZON WIRELESS 3121.85 UTIL, RELIABANK VISA 90.58 PMT, WAVERLY TOWNSHIP 41600.00 PMT, WEST CENTRAL COMMUNICATIONS 2040.80 SUP, YOUNGBERG LAW 989.00 SVC. Motion by Johnson, second by Gabel, to approve a claim in the amount of \$37,396.93 payable to the City of Watertown for October 2024, 911 surcharge collections, Gabel, Johnson, Schweer and Waterman; voted aye; VanDusen was recused; motion carried.

AUTOMATIC BUDGET SUPPLEMENT

Motion by Johnson, second by Gabel, to approve an automatic budget supplement, to the Community Services Budget, in the amount of \$82,468.48 with ERA-2 funds; all voted aye; motion carried.

OLD BUSINESS

The Board noted the Court House and all County Offices will be closed on Monday, December 23rd, Tuesday, December 24th, and Wednesday, December 25th, 2024; and Wednesday, January 1st, 2025; per previously adopted policy; the Board will meet on December 31st, 2024, which is the 5th Tuesday of the month, to address any year end business.

OPEN

Public comments – Travis Paulsen, SDT&T Board member and Eden Township Board member, informed the Board that he appreciated the comments in regard to support good working relationships between the County and Townships. He mentioned two items he would like to see improve: 1. Address farming in the rights-of-way, work together with Townships to control and maintain them; 2. Road maintenance issues with two County gravel roads in Eden Township, County Road 2 and 25A, he would like to have a grade issue addressed because he feels there is a safety issue with them.

Commission comments – Commissioner Gabel reported to the Board that the Sheriff, Chief Correctional officer and himself visited the Clay County jail which is presently under construction, the design team meetings continue which consists of Tegra representative, Architect, Sherrif, Chief Correctional Officer and Commissioner Gabel.

EXECUTIVE SESSION

Motion by VanDusen, second by Gabel, to enter into executive session, per SDCL 1-25-2 (1) discussion of personnel issues, at 10:01 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:20 a.m. Human Resource Representative, Natalie Remund and Auditor, Brenda Hanten were present for executive session.

When the Board returned to regular session the following action was taken: Motion by VanDusen, second by Gabel, to deny the appeal and affirm the termination decision of employee discussed in Executive Session, all voted aye; motion carried.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Waterman to adjourn at 10:22 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 \$_____

STATE OF SOUTH DAKOTA)
)SS
 COUNTY OF CODINGTON)

BEFORE THE HONORABLE BOARD
 OF COUNTY COMMISSIONERS OF
 CODINGTON COUNTY, SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)
 H-D ELECTRIC COOPERATIVE, INC. OF)
 CLEAR LAKE, SOUTH DAKOTA, FOR)
 PERMISSION TO CONSTRUCT, OPERATE)
 AND MAINTAIN THE ELECTRIC)
 DISTRIBUTION LINES AND SYSTEMS)
 ON THE PUBLIC HIGHWAYS OF)
 CODINGTON COUNTY, SOUTH DAKOTA.)

APPLICATION FOR
 FRANCHISE

TO THE COUNTY COMMISSIONERS OF CODINGTON COUNTY, SOUTH DAKOTA:

H-D Electric Cooperative, Inc. of Clear Lake, South Dakota, the applicant,
 respectfully shows and submits:

1.

That H-D Electric Cooperative, Inc., is a corporation duly organized and existing under and by virtue of *SDCL § 47-21*. H-D Electric Cooperative, Inc. exists and operates for the purpose of owning, furnishing, improving and expanding services and facilities for the distribution of electric energy for lighting, heating, and power in the counties of Deuel, Hamlin, part of Brookings, part of Codington and part of Grant, in the State of South Dakota and part of three counties in the State of Minnesota, on a cooperative basis. H-D Electric Cooperative, Inc. has its office and principal place of business in the City of Clear Lake, Deuel County, South Dakota. Its aim is to provide dependable electric service at the lowest cost consistent with sound economy and good management all under the direction and supervision of the United States Rural Utilities Service, Washington, District of Columbia. The applicant has not obtained a Certificate of Convenience and Necessity from the Public Utilities Commission under *SDCL § 34-16-11*, because H-D Electric Cooperative, Inc. is under the supervision of the United States Rural Utilities Service, and it is exempt from supervision by the South Dakota Public Utilities Commission.

2.

Since its establishment in 1940, H-D Electric Cooperative, Inc. has successfully served the community for over eighty years, providing reliable electric energy distribution. The Applicant currently has electrical lines located in Section 24 and 25 Kranzburg North Township, Section 34 and 35 Pelican Township and Sections 31, 32, 34, 35 and 36 in Kampeska Township, in Codington County, South Dakota, pursuant to the franchise agreement with Codington County in 2011. The Applicant plans to create a new facility in Sheridan Township located in Sections 23, 26, and 35. The construction timeline for the line in Sheridan Township is during the construction season of 2025. From time to time,

it becomes necessary to add or to improve the existing facilities to provide adequate power for the purpose of providing light, heat, and power to its customers. To provide continuity of service and in order to secure additional funds from the Rural Utilities Service, if funds should be needed for the improvement of said system, A franchise renewal and approval is essential to facilitate improvements which provide continuity of service and secure additional funds from the Rural Utilities Service, if funds are needed for the improvement of the system. This allows H-D Electric to continue providing quality service to its customers.

3.

The applicant has established lines and underground cable and it may need to construct future lines, or bury future underground cable for rural electrification under *SDCL § 31-26-12*. Attached as Exhibit "A" and incorporated by reference is a map to show in detail the location of all facilities currently in Codington County and all facilities proposed for Sheridan Township. The map shows the lines within Codington County, South Dakota, and the highways along and upon which said electric system and lines will be maintained, constructed, and operated. The map is submitted so the County Commissioners may more fully understand the location of the system and lines.

4.

To assist with the notice required pursuant to *SDCL § 31-26-13*, H-D Electric Cooperative, Inc. believes that public utilities now operating any system in Codington County, South Dakota, and which occupy any portion of the highways are the following:

- A. Ottertail Power Company, 401 E. Junius Ave., Fergus Falls, MN
- B. East River Electric Coop, Inc. Association, 121 SE 1st St., Madison, SD
- C. Bureau of Reclamation, Department of Interior, Huron, SD
- D. Western Area Power Administration
- E. Northwest Public Service Co., Huron, SD
- F. ITC Cooperative, Inc., P.O. Box 920, Clear Lake, SD
- G. U.S. West Communication, 7800 East Orchard Rd., Inglewood, CO 80111
- H. Heartland Consumers Power District, PO Box 248, Madison, SD 57042-0248
- I. Brookings-Deuel Rural Water System, 47602 SD Hwy 28, Toronto, SD 57268
- J. Sioux Rural Water System, Inc., 45703 176th St., Watertown, SD 57201
- K. Codington-Clark Electric, Inc., 3520 9th Ave. SW, Watertown, SD 57201

5.

This application is made by the applicant, for the purpose of obtaining a franchise from Codington County, South Dakota, by and through its county commissioners. The Applicant respectfully requests the right to construct, reconstruct, erect, bury underground lines and maintain poles, overhead wires, and necessary appurtenances for the purpose

of conducting electricity for light, heat, and power in, below, along and over the public highways along the routes and proposed route in Codington County, for a period of twenty years, beginning January 1st, 2024.

WHEREFORE, your applicant prays that it be granted a franchise pursuant to SDCL § 31-26, that a hearing on this application be set and that notice for said hearing be given as provided by law. That a Resolution by the County Commissioners of Codington County, South Dakota, be made and passed granting H-D Electric Cooperative, Inc. a franchise for the right to construct, reconstruct, erect and maintain poles, wires and necessary appurtenances for the purpose of conducting electricity or light, heat, and power in, below, along and over the public highways in Codington County for a period of twenty years beginning January 1st, 2024, and for such other order as may be proper and necessary herein, all as is provided by the provisions of SDCL § 31-26 and all acts amendatory thereto.

Dated at Clear Lake, South Dakota, this 22 day of October, 2024.

H-D Electric Cooperative, Inc.

By: Bert Rogness
Bert Rogness, President

ATTEST:

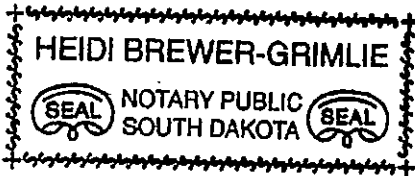
Roxanne Bass
Roxanne Bass, Secretary

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DEUEL)

I, Bert Rogness, being duly sworn on oath depose and say: That I am the president of H-D Electric Cooperative, Inc. of Clear Lake, South Dakota, and an official named in and who has executed the above and foregoing application; that H-D Electric Cooperative, Inc., is a corporation, and that your affiant executed this application in the name of and on behalf of H-D Electric Cooperative, Inc. as my authorized act; that I have read the foregoing petition, and that I know the contents, and that the same is true except as to those matters stated on information and belief, and that as to those matters, we believe the same to be true.

Bert Rogness
Bert Rogness, President

Subscribed and sworn to before me this 18th day of October, 2024.



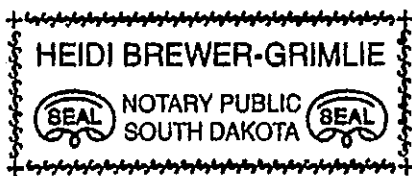
Heidi Brewer-Grimlie
Notary Public, South Dakota
My Commission Expires: July 8, 2027

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DEUEL)

I, Roxanne Bass, being duly sworn on oath depose and say: That I am the secretary of H-D Electric Cooperative, Inc. of Clear Lake, South Dakota, and an official named in and who has executed the above and foregoing application; that H-D Electric Cooperative, Inc., is a corporation, and that your affiant executed this application in the name of and on behalf of H-D Electric Cooperative, Inc. as my authorized act; that I have read the foregoing petition, and that I know the contents, and that the same is true except as to those matters stated on information and belief, and that as to those matters, we believe the same to be true.

Roxanne Bass
Roxanne Bass, Secretary

Subscribed and sworn to before me this 22nd day of October, 2024.

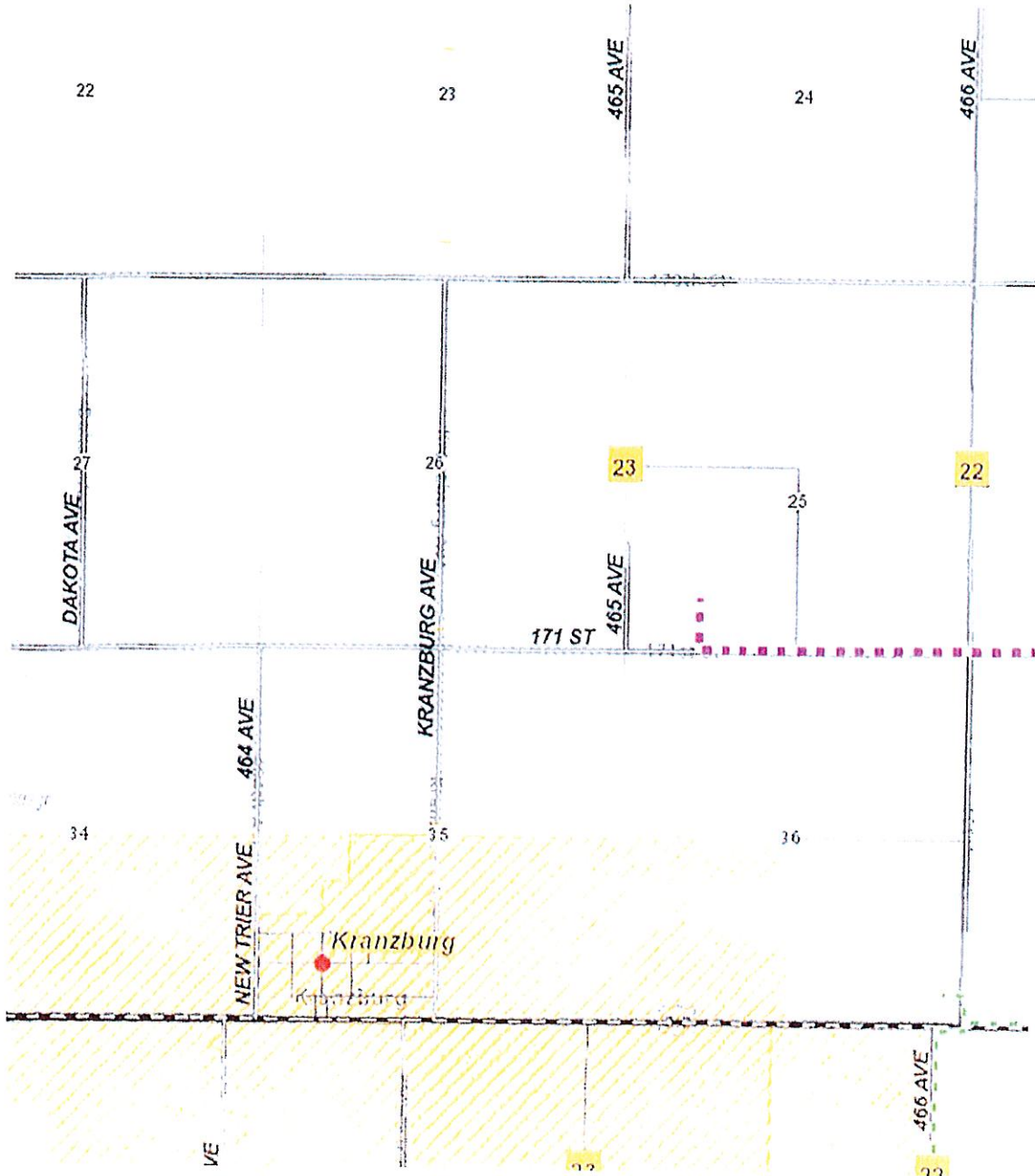


Heidi Brewer-Grimlie
Notary Public, South Dakota
My Commission Expires: 7/8/2027

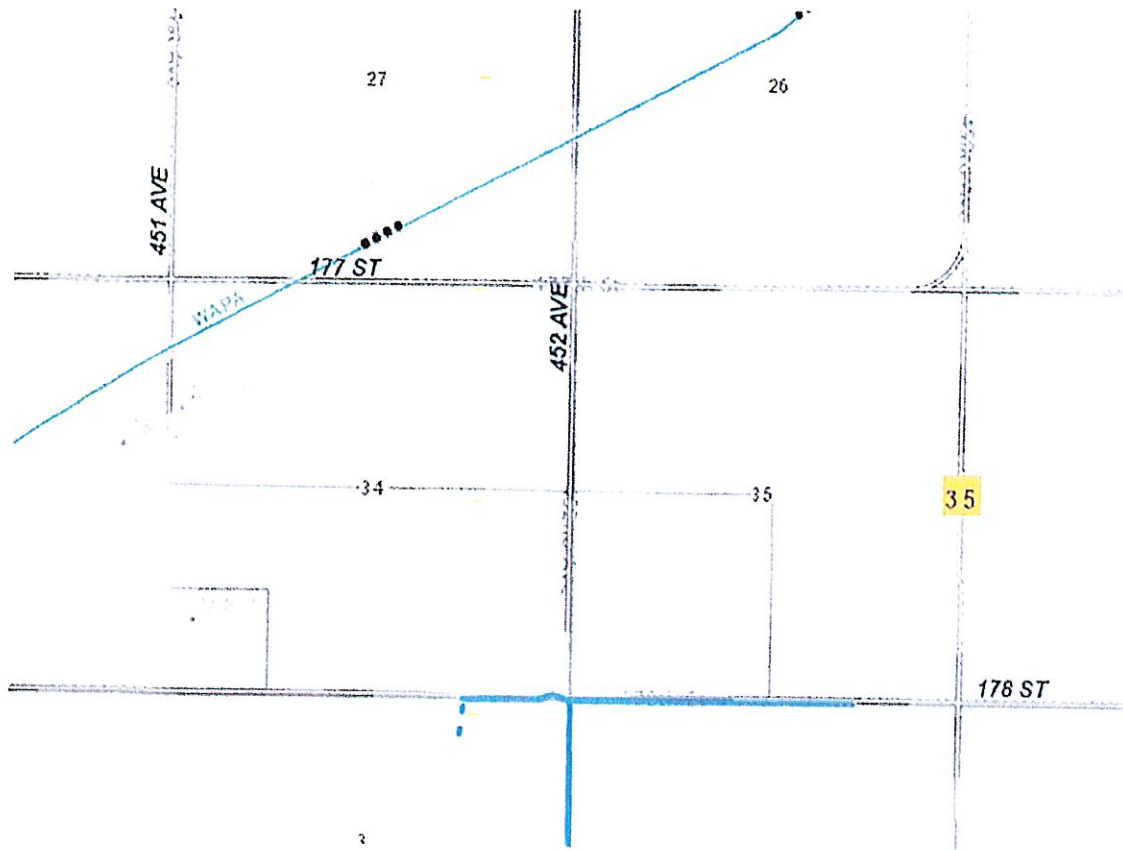
Exhibit A

Location of H-D Electric Cooperative Facilities in Codington County:

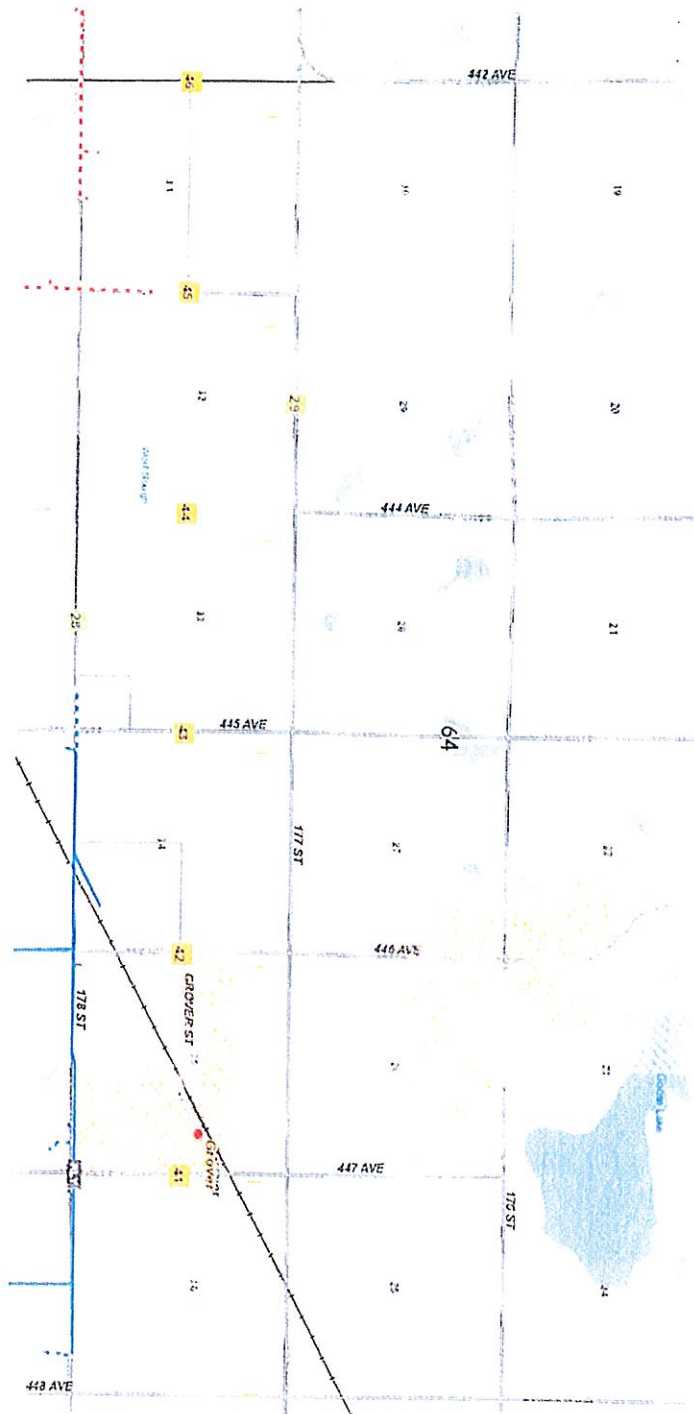
Kranzburg Township:



Pelican Township:



Kampeska Township:



Sheridan Township (Proposed):



STATE OF SOUTH DAKOTA)
)
COUNTY OF CODINGTON)

BEFORE THE HONORABLE BOARD
)SS OF COUNTY COMMISSIONERS OF
CODINGTON COUNTY, SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)
H-D ELECTRIC COOPERATIVE INC.)
OF CLEAR LAKE, SOUTH DAKOTA, FOR)
PERMISSION TO CONSTRUCT, OPERATE)
AND MAINTAIN DISTRIBUTION LINES)
AND SYSTEMS ON THE PUBLIC)
HIGHWAYS OF CODINGTON)
COUNTY, SOUTH DAKOTA.)

RESOLUTION 2024 - 41

At a regular meeting of the Board of County Commissioners, held in the courthouse in the City of Watertown, Codington County, South Dakota, on the 31st day of December, 2024, 9:00 o'clock A.M.

Present were Commissioners, Randall Schweer, Myron Johnson, D Lee Gabel and Troy VanDusen, being all of the County Commissioners, and the County Auditor, Brenda Hanten.

Absent were: Charlie Waterman

Thereupon Commissioner _____ introduced the following Resolution and moved for its adoption:

WHEREAS, H-D Electric Cooperative, Inc. of Clear Lake, South Dakota, has filed an application with the County Auditor of Codington County, South Dakota, praying that the Board of County Commissioners of Codington County grant a franchise for H-D Electric Cooperative, Inc., giving it the right and permission to construct, reconstruct, erect and maintain distribution lines, poles, systems, and facilities with necessary appurtenances in, along, upon and across certain highways in Kranzburg North, Pelican, Kampeska and Sheridan Townships in Codington County for the purpose of operating and maintaining a Rural Electrification distribution system; and

WHEREAS, it appears that notice of the time and place of this hearing of said application has been given to all telephone and electric transmission companies, and other parties having lines upon the highways described in this application, by the County Auditor of Codington County, South Dakota, as provided for by law, and as set out by the proof of mailing by the County Auditor; and

WHEREAS, it appears that the granting of a franchise to said applicant as requested, will be for the best interests of the public in general, and for the county, and the people residing therein; and

WHEREAS, no objections were filed or made to the application;

NOW THEREFORE, BE IT RESOLVED that H-D Electric Cooperative, Inc., of Clear Lake, South Dakota, is granted a franchise as provided by law, to construct, reconstruct, erect, maintain and operate distribution lines, poles, wires, systems, and facilities, with necessary appurtenances thereto for a period of twenty (20) years from January 1, 2024, in, along, upon and across the highways in Kranzburg North, Pelican, Kampeska and Sheridan Townships within Codington County, South Dakota as shown on the attached map.

All of the lines are within Codington County, South Dakota. The same being the highways upon, between and along said sections and lines above described upon which said transmission and distribution system, lines and facilities will be erected, constructed, and maintained and operated.

All subject to the terms and conditions in *SDCL § 31-26*.

Commissioner _____ seconded the motion for the adoption of the foregoing Resolution.

Roll Call on said Resolution, being as follows: Those voting "Yes" were Commissioners being all of the Commissioners. Those voting "No" were: None, whereupon the chairman declared said Resolution duly passed, approved, and adopted to be effective immediately.

ATTEST:

APPROVED

County Auditor

County Commissioner Chairman
Codington County, South Dakota

STATE OF SOUTH DAKOTA)

)SS

COUNTY OF CODINGTON)

I, Brenda Hanten, do hereby certify that I am the duly qualified, and acting County Auditor for Codington County, State of South Dakota, and as such officer have in my charge all of the official proceedings and records of the County Commissioners, and their proceedings of Codington County; that the annexed proceedings are full, true and complete records of all of the official proceedings had in connection with the application of H-D Electric Cooperative, Inc., of Clear Lake, South Dakota, for the granting of a franchise to H-D Electric Cooperative, Inc. by the County Commissioners of Codington County, South Dakota.

In witness, I set my hand and affixed the seal of this office this 31st day of December, 2024, at Watertown, South Dakota.

County Auditor, Codington County
South Dakota

FILED

DEC 18 2024

CODINGTON COUNTY AUDITOR

December 18, 2024

TO: Brenda

RE: County Surplus

We would like to remove the **Hanns-G LCD Monitor, S/N 034GU3BY04228** from our inventory list. This monitor will be destroyed as it is no longer in working condition.

If you have any questions, feel free to give me a call.

Sincerely,

A handwritten signature in blue ink that reads "Becky". The signature is written in a cursive style with a large initial "B".

Becky Goens, Sr. Administrative Specialist
Codington County Extension

2 5 S C 0 9 _ _ _ _

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

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
Public Health Nursing 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 Public Health Nursing 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, 2025
 - ii. April 15, 2025
 - iii. July 15, 2025
 - iv. and October 15, 2025

Each installment is to be sent to the:
South Dakota Department of Health
Public Health Nursing Services
Attn: Leah McQuiston
910 E Sioux Avenue
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, 2025 and will end on December 31, 2025, 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 an act or omission in performing services under this Agreement. 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:

Contractor 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.

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. SURVIVAL FOLLOWING TERMINATION:

Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the terms of the following sections:

- 6. Indemnification
- 13. Controlling Law and Venue
- 24. Waiver of Breach
- 25. Sovereign Immunity
- 27. Disclosure of the Contract
- 28. Record Retention
- 30. Work Product
- 36. Transfer of Information

10. 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 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.

11. CERTIFICATIONS

A. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

Executive Order 2020-01 provides that for Countys, vendors, suppliers, or subCountys 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.

B. COMPLIANCE WITH SDCL ch 5-18A

County certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

C. 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.

D. CERTIFICATION OF NO STATE LEGISLATOR INTEREST

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

12. 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.

13. 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.

14. INDEPENDENT COUNTY

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

15. 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.

16. ASSIGNMENT AND AMENDMENT

This Agreement may not be assigned without the express prior written consent of State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

17. 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, as 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.

18. 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.

19. SUBCONTRACTING

County may not use sub-contractors to perform the services described herein without the express prior written consent of State. County will include provisions in its subcontracts requiring its sub-contractors 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-contractors, 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-contractors. County shall assist in the vetting process.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 disclosed, 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.

30. 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.

31. 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.

32. PURCHASE OF CAPITAL ASSETS OR EQUIPMENT

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

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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 subCountys, 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.

39. 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.

40. 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.

41. 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.

42. 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.

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

State Contact Person: Wade Huntington Phone: (605) 391.4373

County Contact Person: Brenda Hanten Phone: (605)
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
Public Health Nursing 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.

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

State Contact Person: Wade Huntington Phone: (605) 391.4373

County Contact Person: Brenda Hanten Phone: (605)
Email: bhanten@codington.org



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

30	Appraiser I	Equalization
30	Mechanic	Highway
30	Second Deputy - Treasurer	Treasurer

New Pay Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
\$4,489.20	\$4,604.04	\$4,717.14	\$4,837.20	\$4,957.26	\$5,080.80	\$5,207.82	\$5,336.58	\$5,470.56	\$5,606.02	\$5,747.22	\$5,891.64	\$6,041.64	\$6,197.64

35	Correctional Officer	Sheriff/Corrections
35	Correctional Officer (PT)	Sheriff/Corrections
35	Court Security	Sheriff
35	Deputy Transport	Sheriff
35	Highway Maintenance Tech III	Highway
35	Legal Records Specialist	States Attorney
35	Payroll Specialist	Auditor
35	Records Administrator	Sheriff
35	Sr Administrative Specialist	Extension
35	Sr Administrative Specialist	Highway
35	Sr Administrative Specialist	Register of Deeds
35	Accountant Administrator	Auditor

New Pay Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
\$28.65	\$29.37	\$30.10	\$30.85	\$31.63	\$32.42	\$33.23	\$34.05	\$34.90	\$35.78	\$36.67	\$37.59	\$38.54	\$39.51

40	Appraiser II	Equalization
40	Deputy Sheriff	Sheriff
40	First Deputy Register of Deeds	Register of Deeds
40	First Deputy Treasurer	Treasurer
40	Shop Foreman Mechanic	Highway
40	Sr Maintenance Tech	Maintenance/Jail
40	Deputy Veteran Service Officer	Veterans
40	Emergency Mgmt Deputy Director	Emergency Mgmt

New Pay Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
\$4,985.10	\$5,110.38	\$5,237.40	\$5,367.90	\$5,503.62	\$5,641.08	\$5,782.02	\$5,924.70	\$6,072.60	\$6,225.72	\$6,380.58	\$6,540.66	\$6,706.58	\$6,878.99

45	Equalization Data Base Coord	Equalization
45	Correctional Sergeant	Sheriff/Corrections
45	Victim Witness Services Coordinator	States Attorney

New Pay Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
\$30.08	\$30.84	\$31.61	\$32.40	\$33.21	\$34.04	\$34.88	\$35.76	\$36.65	\$37.56	\$38.50	\$39.47	\$40.47	\$41.50

50	Assistant Highway Superintendent	Highway
50	Sergeant - Sheriff	Sheriff

New Pay Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
\$5,755.92	\$5,900.34	\$6,049.98	\$6,199.62	\$6,354.48	\$6,512.82	\$6,678.12	\$6,841.68	\$7,013.94	\$7,189.68	\$7,370.64	\$7,555.08	\$7,744.68	\$7,936.00

55	Veterans Services Director	Veterans
55	Community Services Director	Community Services

New Pay Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
\$34.74	\$35.61	\$36.50	\$37.41	\$38.36	\$39.30	\$40.29	\$41.30	\$42.34	\$43.39	\$44.47	\$45.59	\$46.74	\$47.92

60	Chief Deputy	Sheriff
60	Chief of Corrections	Sheriff/Corrections
60	Director of Facilities	Maintenance

New Pay Grade	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
\$6,347.52	\$6,505.86	\$6,667.68	\$6,834.72	\$7,006.98	\$7,182.72	\$7,362.20	\$7,544.64	\$7,732.56	\$7,925.70	\$8,125.80	\$8,327.64	\$8,534.96	\$8,748.56

60	Director of Emergency Management		Emergency Mgmt											
New Pay Grade	Title	Dept/Div.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
65E	County Auditor	Auditor	\$40.12	\$41.13	\$42.16	\$43.21	\$44.29	\$45.41	\$46.53	\$47.69	\$48.89	\$50.11	\$51.37	\$52.66
65E	County Treasurer	Treasurer	\$6,980.89	\$7,156.62	\$7,335.84	\$7,518.54	\$7,706.46	\$7,901.34	\$8,096.22	\$8,298.06	\$8,506.86	\$8,719.14	\$8,936.38	\$9,162.84
65	Deputy States Attorney	States Attorney												
65	Director of Equalization	Equalization												
65E	Register of Deeds	Register of Deeds												
New Pay Grade	Title	Dept/Div.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
70	Highway Superintendent	Highway	\$42.14	\$43.19	\$44.27	\$45.38	\$46.51	\$47.66	\$48.87	\$50.09	\$51.33	\$52.62	\$53.93	\$55.28
			\$7,332.36	\$7,515.06	\$7,702.98	\$7,896.12	\$8,092.74	\$8,292.84	\$8,503.38	\$8,715.66	\$8,931.42	\$9,155.88	\$9,383.82	\$9,618.72
New Pay Grade	Title	Dept/Div.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
75E	Sheriff	Sheriff	\$50.35	\$51.62	\$52.90	\$54.23	\$55.58	\$56.97	\$58.40	\$59.85	\$61.35	\$62.89	\$64.45	\$66.06
			\$8,760.90	\$8,981.88	\$9,204.60	\$9,436.02	\$9,670.92	\$9,912.78	\$10,161.60	\$10,413.90	\$10,674.90	\$10,942.86	\$11,214.30	\$11,494.44
New Pay Grade	Title	Dept/Div.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
80E	States Attorney	States Attorney	\$56.40	\$57.80	\$59.25	\$60.74	\$62.24	\$63.80	\$65.40	\$67.04	\$68.70	\$70.42	\$72.19	\$74.00
			\$9,813.60	\$10,057.20	\$10,309.50	\$10,568.76	\$10,829.76	\$11,101.20	\$11,379.60	\$11,664.96	\$11,953.80	\$12,253.08	\$12,561.06	\$12,876.00

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME Randy Falvey		DATE 12/31/2024
EFFECTIVE DATE 1/1/2025	POSITION TITLE Highway Superintendent	DEPARTMENT Hwy Dept
CURRENT STEP 11	NEW STEP 1	
CURRENT PAY RATE \$27.51	NEW PAY RATE \$7332.36/month or \$87,988.32/year	
REASONS FOR CHANGE Appointment of Highway Superintendent		

EMPLOYEE SIGNATURE *Randy Falvey*

DEPARTMENT HEAD SIGNATURE *Randy Falvey*

DATE 12/17/24

COUNTY COMMISSIONERS _____

DATE _____

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

CODINGTON COUNTY

FILED

DEC 18 2024

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

CODINGTON COUNTY CLERK

Department Community Services

Name of traveling employee Sara Foust

Employee title Director Employee status exempt nonexempt

Purpose of travel 2024 Children's Day at the Capital

Method of transportation Vehicle

Destination Pierre SD

Departure date and time 1/16/2025 7:00am Destination arrival date and time 1/16/2025 10:30pm.

Return departure date and time 1/16/2025 1:30pm Return arrival date and time 1/16/24 5:00pm.

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) \$200 mileage

Lodging expense \$0

Meals \$20.00 maximum Registration 50

Other costs n/a

Overtime costs involved in the requested travel not anticipated

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

Yes No If no, why _____

Is this travel a budgeted item? Yes No

County Commission

Travel request approved: yes no Comments _____

Commission Chairman, _____ Date _____

CODINGTON COUNTY

FILED

DEC 18 2024

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Community Services CODINGTON COUNTY CLERK

Name of traveling employee Sara Foust

Employee title Director Employee status exempt nonexempt

Purpose of travel Reaching Rural Grant in person meeting for Watertown Team

Method of transportation Car & Airplane

Destination Leesburg, VA

Departure date and time 2/5/25 11:00am Destination arrival date and time 2/5/25 10pm

Return departure date and time 2/7/2025 1pm Return arrival date and time 2/7/25 11:30pm

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) Cost is completely covered through the grant

Lodging expense \$0 Covered by grant

Meals \$0.00 maximum Registration 0

Other costs n/a all expenses covered under the grant

Overtime costs involved in the requested travel travel is primarily during work hours

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

Yes No If no, why _____

Is this travel a budgeted item? Yes No

County Commission

Travel request approved: yes no Comments _____

Commission Chairman, _____ Date _____