

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, May 24, 2022

1. Pledge of Allegiance
2. Call for public comment. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297
3. Conflict of interest items
4. Action to approve the May 24th, 2022, agenda
5. Action to approve the May 17th, 2022, minutes of the Board of Codington County Commissioners
6. Closing audit comments and action to sign the County's letter of representation for said audit
7. Monthly Reports
 - a. Sheriff
8. Action to approve hiring of a Deputy Sheriff to fill a vacancy
9. Action to approve a budgeted flooring project in the Detention Center
10. Action to approve an agreement to house Grant County inmates
11. Action to approve advertising and hiring of a Deputy States Attorney to fill a vacancy
12. Action to approve a malt beverage renewal application for Joy Ranch
13. Action to approve a resolution declaring a disaster and asking the Governor to declare a disaster for Codington County
14. Action to approve a notice to bidders for full depth reclamation and paving on County 9B one mile and 23-5 one mile
15. Micro Seal on three miles of County 6A and 17-3
16. Discussion regarding funds to be returned to Nextera
17. Action to approve lease agreements for Welfare Office space
18. Action to approve a new phone system for the Welfare through VAST
19. Discussion/possible action to agree to a request to end public defender contracts
20. Action to approve claims for payment
21. Action to approve automatic budget supplements

- 22. Action to approve personnel changes**
- 23. Action to approve travel requests**
- 24. Public Notices – a possible quorum of Commissioners could be in attendance at:**
- 25. Old Business**
- 26. New Business**
- 27. Open**
 - a. Public Comments**
 - b. Commission Comments**
- 28. 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)**
- 29. Action to adjourn until 9:00 a.m., Thursday, June 9th, 2022; at the Codrington County Court House**

Codrington 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**

May 17, 2022

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, May 17, 2022, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair, Brenda Hanten, presiding. Commissioner Johnson led the pledge of allegiance.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

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

AGENDA APPROVED

Motion by VanDusen, second by Gabel, to approve the May 17th, 2022 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of May 10th, 2022; all voted aye; motion carried.

MONTHLY REPORTS

Facilities Manager, Steve Molengraaf, reported. Extension Center Complex – furnaces and duct work has been installed in EXPO 1 with AC units and electrical pending. Court House – a minor chiller problem affecting the Court House and Detention Center has been resolved. Memorial Park – camping is slow due to weather conditions, bookings are increasing, staff has been busy preparing the park and cutting firewood, May 12 storm damage necessitated tree clean up, \$45,564.80 has been collected in revenue to date in 2022. Weed Dept. – equipment is ready for the season as soon as the weather pattern modifies, a Spring Weed I.D. Tour is being scheduled for June 9th in the Leola area. West Nile – an increase in mosquitoes is anticipated due to the rainfall received in the area pending warm weather. Representatives from VAST have met with departments heads regarding options for a new phone system for County offices due to the ending of the current system through SD BIT. **Highway Superintendent, Rick Hartley**, reported. The Highway Dept. provided barricades for use on County 9-4 following the May 12th severe weather, trees from the same storm will be picked up in the County roads right of way, crack sealing continues, additional rip rap has been hauled due to high winds, frost boils are being taken care of on gravel roads, load limits are still in place at this time, chip sealing is scheduled for June, the Highway Superintendent recently attended the NACE Conference, a notice to bidders will be forthcoming for Board action to move forward with a road repair project on the “Bus Barn” road. A discussion was held regarding the rising water levels on County roads in the west part of the County. The Highway Superintendent will contact engineering firms for quotes to prepare plans to address the rising water problems.

RUMBLE STRIPING AGREEMENT

Motion by Gabel, second by Waterman, to approve an agreement between Codington County and the SD DOT for a Rumble Strip/Pavement Marking project identified as Roadway Safety Improvement Project Number PH0010(157)PCN06U8; located on 442 Ave adjacent to US Hwy 212 (4.5 east of Henry), 439th Ave adjacent to 176th St (4 miles south, 4 miles east of Junction US Hwy 212/US Hwy 81), and 164th St

Codington County, 17 May 2022

adjacent to 447th Ave (5 miles east, 3 miles south of Florence) in Codington County; all voted aye; motion carried.

HOUSING AND REDEVELOPMENT COMMISSION RE-APPOINTMENT

Motion by Johnson, second by Gabel, to re-appoint Arlys Kays to the Housing and Redevelopment Commission of Codington County and to authorize the Chair to sign the annual certificate of appointment; all voted aye; motion carried.

**CERTIFICATE OF APPOINTMENT OF COMMISSIONERS OF THE
HOUSING AND REDEVELOPMENT COMMISSION OF
CODINGTON COUNTY, SOUTH DAKOTA**

WHEREAS, the Board of Commissioners of Codington County, South Dakota, held a regular meeting on the 23rd day of July, 2002; and

WHEREAS, at said meeting resolution #2002-18 was passed and adopted declaring the need for a Housing and Redevelopment Commission;

NOW, THEREFORE, pursuant to the provisions of the County and Municipal Housing and Redevelopment Law (S.D. Codified Laws 11-7-12(1995)), and by virtue of my office as chairman, I hereby appoint the five persons hereinafter named to serve as Commissioners of the Housing and Redevelopment Commission of Codington County, South Dakota, and each to serve until the expiration date appearing after his or her name.

Brenda Hanten, term expires 12/31/2022

Kathy Turbak, term expires 12/31/2023

Elmer Brinkman, term expires 12/31/2024

Georgia Kahnke, term expires 12/31/2025

Arlys Kays, term expires 12/31/2026

IN TESTIMONY WHEREOF, I have hereunto signed my name as Chair of the Board of Commissioners of Codington County, South Dakota, caused the corporate seal of said Codington County to be attached hereto this 17th day of May, 2022.

Brenda Hanten
Chair

ATTEST:
Cindy Brugman
Auditor

2022-2023 MALT BEVERAGE LICENSE RENEWALS

Motion by VanDusen, second by Hanten, to approve the following 2022-2023, on/off sale, Malt Beverage license renewal applications as announced by the Auditor: David Bludorn, DBA - Rooster Bar; W.J. Schmitt Enterprise, Inc., DBA-Southfork Lounge; and Sisseton-Wahpeton Sioux Tribe DBA Dakota Sioux Casino; all voted aye; motion carried.

WELFARE OFFICE SPACE LEASE

Welfare Director, Sara Foust, presented the Board with a lease agreement for office space, located at 7 West Kemp, for the Welfare Office. Following a lengthy discussion and review of the proposed contract the Board requested additional information and clarification regarding the electrical upgrades, liability insurance requirements, and the status of the current lease at the City Auditorium. No action was taken at this time.

JUNE 7TH MEETING DATE

Motion by Waterman, second by Gabel, to meet on June 9th, instead of June 7th, due to the need to canvass the votes of the 2022 Primary Election; all voted aye; motion carried.

ARPA FUNDS FINAL RULE

Motion by Gabel, second by Johnson, to elect the final rule allowing counties to use up to \$10 million of the ARPA Recovery Funds as "loss revenue" for the provision of the general government services without needing to use the Treasury revenue loss formula; all voted aye; motion carried.

AUTOMATIC BUDGET SUPPLEMENT

Motion by Gabel, second by VanDusen, to approve an automatic budget supplement in the amount of \$18,889.59, to the Welfare expenditure budget with ERA grant funding; all voted aye; motion carried.

PERSONNEL CHANGE FORM

Motion by Gabel, second by Waterman, to approve the following personnel change form: New Hire, Deputy Veteran Service Officer, Jay Roberts, will work hourly until becoming full time with benefits on 1/1/2023; grade 40/step 1 \$25.11 per hour; all voted aye; motion carried.

TRAVEL REQUESTS

Motion by VanDusen, second by Gabel, to approve the following travel requests: Highway Dept. staff, SDACHS workshop and Treasurer's office staff, SDACO Deputy workshop; all voted aye; motion carried.

EXECUTIVE SESSION

Motion by Gabel, second by VanDusen, to enter into executive session, per SDCL 1-25-2 (2), contractual matters; at 10:13 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:23 a.m., no action was taken.

ADJOURNMENT

With no further business to come before the Board, a motion was made by Waterman, second by Gabel, to adjourn at 10:23 a.m., until 9:00 a.m., Tuesday, May 24th, 2022; all voted aye; motion carried.

ATTEST:

Cindy Brugman _____
Codington County Auditor

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

Published once at the total approximate cost of \$ _____

Derrick 605-520-0097
Dale 605-520-0607
midwestgrinding@gmail.com



45374 187th St
Hayti, SD 57241
Fax (605) 783-3810

May 16, 2022

Codington County Jail

Thanks for allowing Midwest Grinding Inc the opportunity to quote your upcoming project. Please accept our quotation, which includes material, installation and insurance necessary to complete the following scope of work.

Project Reference: Jail

Scope of Work: Grind, Polish and Seal

The cost to grind, polish and seal approximately 920sqft will be \$8978.00 plus 2% excise tax.

The process we use is a 30, 40, 80 metal diamond. And then a 50, 100, 200 resin metal. At this point we apply a densifier hardener. Then 400, 800, and 1500 resin polishing pads. Then a penetrating sealer is applied.

Terms:

- The final appearance of concrete is determined by the existing condition of concrete.
- If the floor doesn't take dye we are not responsible for this.
- We are not responsible for imperfections of the concrete.
- We are not responsible for oil spots.
- Price is based on concrete hardness of approximately 4000 PSI with NO curing compounds. If concrete proves to be substantially harder than 4000 PSI, price will be adjusted.
- Polished concrete surface must be kept dry for 72 hours after completion.
- Work areas to be accessible and free of product, equipment and material. Floors should be swept.
- Owner is responsible for re-routing all traffic from designated work area.
- Owner will furnish ample heat, water, lighting, proper electrical power. We would require your electrician to hook up the electrical pigtails.
- A roll off box for waste, or somewhere to dump our grinding dust and or slurry must be provided.
- Owner is responsible for all disposal costs.
- Bid prices are valid for 120 days.
- Midwest Grinding Inc. is not liable for the effects of hydrostatic pressure or moisture.

If above is acceptable, please sign and date. Return to Midwest Grinding Inc. at midwestgrinding@gmail.com.

X

Authorized Signature

Date

X

Midwest Grinding

Date

Thank you for your time and consideration. We look forward to working with you toward the successful completion of this project. If you have any questions, we can be reached at 605-520-0097.

**AGREEMENT TO HOUSE ADULT PRISONERS
AT THE CODINGTON COUNTY DETENTION CENTER**

THIS AGREEMENT, Made and entered into this 1st day of April , 20 22 , by and between the County of Codington, State of South Dakota (hereinafter referred to as "Codington County"), and the County of Grant, State of South Dakota (hereinafter referred to as "Contracting County").

WHEREAS, The Codington County Sheriff's Office operates the Codington County Detention Center (hereinafter referred to as "Detention Center") for adult prisoners placed in detention; and

WHEREAS, Contracting County desires to house and maintain its adult prisoners and detainees at the Detention Center; and

WHEREAS, Codington County and Contracting County desire to enter into an Agreement whereby Contracting County's detainees are housed and maintained at the Detention Center pursuant to SDCL 24-11;

NOW, THEREFORE, Codington County and Contracting County, by and through their respective County Commissioners, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I.

That Codington County agrees to receive, house, and maintain the adult prisoners of Contracting County pursuant to the terms of this Agreement.

II.

That, in consideration therefor, Contracting County agrees to pay to Codington County the sum of Ninty-five and No/100 Dollars (\$95.00) for each day that Codington County houses and maintains an adult prisoner for Contracting County.

III.

That Contracting County agrees to pay Codington County the sum of Ninty-five and No/100 Dollars (\$95.00) per day for each and every day or partial day a prisoner of Contracting County is incarcerated and housed in the Detention Center. Contracting County may not be billed for two (2) days when a prisoner is admitted to the Detention Center after the hour of noon on one day and released before noon the following day. Codington County may bill for the day of admission or the day of release, but not both. Payment by Contracting County shall be made on a monthly basis.

IV.

That Codington County understands and agrees that it will provide medical and dental care for detainees of Contracting County, provided, however, that Contracting County agrees to pay directly to the provider the entire expense of all medical or dental care, including, but not limited to, transportation to and from medical and dental facilities, hospital expenses, drug expenses, physician fees, and any other necessary and proper expenses arising out of required medical or dental care. Contracting County further understands and agrees that the determination as to whether or not medical and dental care is necessary is left to the sole discretion of the Codington County Sheriff's Office. At the request of Contracting County, Codington County will transport detainees of Contracting County to medical or dental appointments. Contracting County agrees to pay Codington County a fee of One Hundred and Fifty and No/100 Dollars (\$150.00) per hour, with a minimum one-hour charge, for this service.

V.

That Contracting County herein agrees to assume all responsibility for transporting prisoners to the Detention Center as its expense and to provide transportation for prisoners to and from Court at its expense. At the request of Contracting County, Codington County will transport detainees of Contracting County to Court appearances in Codington County. Contracting County agrees to pay Codington County a fee of One Hundred and Fifty and No/100 Dollars (\$150.00) per hour, with a minimum one-hour charge, for this service. Contracting County further agrees to assume responsibility for making suitable arrangements for bond or release from the Detention Center of those prisoners of Contracting County held by Codington County. Contracting County further agrees and understands that it is the responsibility of Contracting County to know when its prisoners held in the Detention Center are to be in Court.

VI.

That Contracting County herein further agrees that all detainees of Contracting County housed in the Detention Center are subject to the Policy and Procedures Manual of Codington County and any and all State standards that may be forthcoming from the South Dakota legislature or other authorized committee or agency of the State of South Dakota.

VII.

That Contracting County herein further agrees and understands that Codington County can house a limited number of prisoners. Codington County reserves the right to make the sole determination of whether or not there is space available at the Detention Center. Contracting County further agrees that if Codington County does not have space available for prisoners of Contracting County, it will be the responsibility of Contracting County to notify the sentencing Court to make whatever arrangements are necessary to insure compliance with the Court Order, or arrange other facilities.

VIII.

Within 24 hours after notice has been received, Contracting County agrees to remove any inmate housed for their county in the Detention Center that the Codington County Sheriff believes

cannot be safely held in the Detention Center due to the inmate's mental or physical condition or any inmate who may pose a security risk for the Detention Center or its employees.

IX.

That Contracting County fully agrees and understands that Codington County may refuse to take any detainee of Contracting County at the sole discretion of Codington County.

X.

That Contracting County agrees to indemnify Codington County and hold Codington County harmless from all claims, demands, or judgments against Codington County by detainees held for Contracting County for all claims, demands, or judgments for allegations of, but not limited to, the following: false arrest, false detention, inadequate facilities or any civil rights violation. Contracting County also agrees to pay all legal costs in defense of Codington County as a result of litigation against Codington County by detainees of Contracting County for the above claims, demands or judgments.

Codington County agrees to assume all liability for any claims resulting from negligent hiring or personnel, or negligence of any of its employees in the care for detainees of Contracting County and shall hold Contracting County harmless thereon.

XI.

That the parties to this agreement herein fully agree that Codington County may cancel this agreement by giving thirty (30) days notice to the Auditor of Contracting County. Said notice shall be sent by certified or registered mail. Contracting County herein agrees it shall have no claim or claims of any kind or nature against Codington County for Codington County's cancellation of this agreement. Contracting County further agrees that should Codington County decide by action of the County Commissioners of Codington County to alter terms and conditions of this agreement, including the cost of housing prisoners, that said alterations or changes shall be made known to Contracting County by certified or registered mail to the County Auditor of Contracting County. Contracting County herein agrees and understands that said alteration or change in this written contract shall commence and take full force and effect thirty (30) days after notice is received by Contracting County unless other agreement is reached between the parties to this agreement.

XII.

That the parties to this agreement specifically agree that any and all changes in this agreement shall be made in writing and attached to the master copy of this agreement which shall be held by Codington County at the County Auditor's office. The parties to this agreement do further agree that this agreement constitutes the complete understanding and agreement of the parties hereto, and that no other oral agreements have been made that are binding upon the parties hereto.

XIII.

That Contracting County herein agrees to provide copies of the necessary authorization to hold a detainee. The authority to hold shall be an order of the Court, together with the signature of the officer delivering said detainee of a form entitled Custody Authorization. Said paperwork is the consent of Contracting County for Codington County to bill Contracting County under the terms and conditions of this agreement and subjects both parties to any other terms and conditions of this agreement, State law, Policy Manual, or future addendum or modification of this agreement.

Codington County reserves the right to reject any detainee delivered without adequate authorization from Contracting County.

Dated this _____ day of _____, 20__.

CODINGTON COUNTY

Chairman, County Commission

ATTEST:

County Auditor

Dated this 3rd day of May, 2022.

GRANT COUNTY

William J. Jackson
Chairman, County Commission

ATTEST:

Lauren M. Sawyer
County Auditor

Resolution #2022-12

WHEREAS, Codington County, South Dakota, has suffered damage, brought on by severe winds, rain and tornados on May 12, 2022; and

WHEREAS, Codington County has committed all available resources and taken all possible actions within the jurisdictional boundaries to combat and to alleviate the emergency/disaster and local resources are not adequate to cope with the situation.

WHEREAS, Codington County recognizes that all municipal, tribal and rural electric cooperatives, utility companies, farmers and ranchers have taken all possible actions within the jurisdictional boundaries to combat and to alleviate the emergency/disaster.

THEREFORE BE IT RESOLVED that the Codington County board of Commissioners for, and on behalf of the citizens of Codington county, request the Governor of the State of South Dakota to petition the President of the United States of America to declare Codington County, South Dakota an emergency/disaster area.

Dated this 24th day of May, 2022.

Chairman, Codington County Board of Commissioners

ATTEST:

Codington County Auditor

420
NOUS43 KABR 140054
PNSABR
MNZ039-046-SDZ003>011-015>023-033>037-045-048-051-141300-

Public Information Statement
National Weather Service Aberdeen SD
754 PM CDT Fri May 13 2022 /654 PM MDT Fri May 13 2022/

...NWS Damage Survey for 05/12/22 Tornado Event...

.Tornado #1...

Rating: EF2
Estimated Peak Wind: 120 mph
Path Length /statute/: 1.9756 miles
Path Width /maximum/: 80.0 yards
Fatalities: 0
Injuries: 1

Start Date: 05/12/2022
Start Time: 05:45 PM CDT
Start Location: Castlewood / Hamlin County / SD
Start Lat/Lon: 44.717 / -97.0279

End Date: 05/12/2022
End Time: 05:49 PM CDT
End Location: 1 N Castlewood / Hamlin County / SD
End Lat/Lon: 44.7454 / -97.0286

Survey Summary:

Several eyewitnesses reported a small funnel/tornado descending, widening and developing very rapidly at the edge of Castlewood, SD. Damage was evident as soon as it reached the southern edge of town. A majority of the damage occurred between 3rd Avenue and 4th Avenue. On Market Street, a small funeral home visitation center was completely blown off its foundation. Debris from the funeral home was tossed to the north, including the air conditioning unit which was tossed into a yard one block to the north. A garage was destroyed and completely blown from its foundation on Allen St. The next block to the north, a manufactured home lost a roof and sustained significant damage to external walls. Another garage on this street was completely blown off the foundation and destroyed. Similar damage was noted a block north on Main Street. Another manufactured home lost an entire roof and its external walls collapsed. Yet another garage was destroyed as it slid off the foundation. The next block north, on Alice St, significant roof damage was noted to several homes and another garage was completely shifted off of the foundation. One particular residence

had a roof that appeared to be slightly rotated and was sagging. The Castlewood Elementary school, situated between Harry St and Pear St, sustained significant damage to the school and gymnasium roof. Damage was also sustained to sections of the brick external walls. The school bus shed was completely destroyed with loss of the roof and external walls. North of the school, on Prairie St, a residence sustained significant damage. At this property, a garage was completely destroyed, and a shed was tossed in the air landing upside down. The home itself lost the entire roof and the south facing external walls collapsed. The tornado would continue to track north across an open field and across US HWY 22. Additional debris and tree damage was noted a mile north of US HWY 22 before the tornado lifted. Throughout the entire path of the tornado there were uprooted and snapped trees and significant siding and roof damage to homes.

.Tornado #2...

Rating: EF2
Estimated Peak Wind: 135 mph
Path Length /statute/: 0.4344 miles
Path Width /maximum/: 60.0 yards
Fatalities: 0
Injuries: 1

Start Date: 05/12/2022
Start Time: 05:58 PM CDT
Start Location: 1 S Gary / Deuel County / SD
Start Lat/Lon: 44.7733 / -96.4598

End Date: 05/12/2022
End Time: 06:00 PM CDT
End Location: 1 S Gary / Deuel County / SD
End Lat/Lon: 44.7777 / -96.4536

Survey Summary:

1 Mile south of Gary, SD a farm sustained significant tornado damage. The home on the property lost the entire roof, along with most of the external walls on the main floor of the house. Only a portion of the internal walls remained standing. The resident home at the time was able to make it to the basement, however did sustain minor injuries when a refrigerator from the main floor fell down through the ceiling. The attached garage was completely blown off the foundation, and the pickup in the garage was pushed at least 6 feet from where it was originally parked. Nearby outbuildings sustained roof damage, including a hole in one roof that was likely caused from flying debris. The tornado continued to track north northeast of the farm into an open corn stubble field. Rotation was noted in the stubble. The debris track was

spread across the field with large pieces of wood and other construction materials pierced vertically into the ground. Further to the north northeast a semi was turned 180 degrees and flipped on its side. The debris path continued across 180th street and was last noted in a tree grove approximately 0.3 miles from the residence. The resident also noted that the family dog was seen being swept out of the house during the tornado, but was later found safe with only minor injuries after walking to a neighbor's farm about one mile away.

.Tornado #3...

Rating: EF1
Estimated Peak Wind: 110 mph
Path Length /statute/: 0.1656 miles
Path Width /maximum/: 35.0 yards
Fatalities: 0
Injuries: 0

Start Date: 05/12/2022
Start Time: 06:02 PM CDT
Start Location: 6 WNW Rauville / Codington County / SD
Start Lat/Lon: 45.0049 / -97.1903

End Date: 05/12/2022
End Time: 06:03 PM CDT
End Location: 6 WNW Rauville / Codington County / SD
End Lat/Lon: 45.0069 / -97.192

Survey Summary:

A tornado occurred 4 miles north of Lake Kampeska. The tornado hit the northeast side of a house and removed the garage from the house along with part of the roof. The garage was tossed to the north and northeast. An outbuilding to the north of the house was also destroyed and thrown to the north and northwest. The debris was scattered at least a half mile north and northwest of the location of the house.

.Tornado #4..

Rating: EF1
Estimated Peak Wind: 100 mph
Path Length /statute/: 3.338 miles
Path Width /maximum/: 10.0 yards
Fatalities: 0
Injuries: 0

Start Date: 05/12/2022

Start Time: 06:51 PM CDT
Start Location: 5 E Dumont / Traverse County / MN
Start Lat/Lon: 45.7058 / -96.3115

End Date: 05/12/2022
End Time: 06:54 PM CDT
End Location: 6 ENE Dumont / Traverse County / MN
End Lat/Lon: 45.7519 / -96.2904

Survey Summary:

A tornado developed 6 miles east of Dumont on the leading edge of a line of severe thunderstorms, and then traveled quickly northeast. An outbuilding took heavy damage, with debris strewn northeast a quarter mile. The majority of the 2x4 planks were deposited directly to the east of the shed, while another single 2x4 was lodged into the ground at an angle not consistent with straight-line winds. The tornado then destroyed several large well-anchored, mostly empty grain bins. Some tin from the property was thrown due west into the trees.

..Tornado #5...

Rating: EF0
Estimated Peak Wind: 80 mph
Path Length /statute/: 5.6682 miles
Path Width /maximum/: 10.0 yards
Fatalities: 0
Injuries: 0

Start Date: 05/12/2022
Start Time: 06:58 PM CDT
Start Location: 4 SW Norcross / Traverse County / MN
Start Lat/Lon: 45.8249 / -96.2695

End Date: 05/12/2022
End Time: 07:03 PM CDT
End Location: 3 SSE Charlesville / Traverse County / MN
End Lat/Lon: 45.9063 / -96.2542

Survey Summary:

A tornado developed 11 miles east of Wheaton along the leading edge of a line of severe thunderstorms. This tornado traveled rapidly north-northeastward and impacted three farmsteads. Several trees were uprooted and fell in different directions, outbuildings were severely damaged, and both homes were damaged as well including the partial removal of a garage roof. The tornado continued northeast to along the Grant County line, and impacted another farmstead. Silo damage, trees felled in different directions, and a small outbuilding was moved 10 yards to the

northwest.

..Tornado #6...

Rating: EF1
Estimated Peak Wind: 100 mph
Path Length /statute/: 0.2527 miles
Path Width /maximum/: 50.0 yards
Fatalities: 0
Injuries: 0

Start Date: 05/13/2022
Start Time: 06:05 PM CDT
Start Location: 1 ESE Tunerville / Deuel County / SD
Start Lat/Lon: 44.8841 / -96.652

End Date: 05/13/2022
End Time: 06:07 PM CDT
End Location: 1 E Tunerville / Deuel County / SD
End Lat/Lon: 44.8875 / -96.6527

Survey Summary:

A tornado touched down on the northeast side of Lake Alice causing damage to a hunting lodge property. Evidence was first noted in a corn stubble field where stubble was broken and flattened. North of the corn field, several trees were uprooted or snapped at the base. North from there, the main lodge house lost half the roof covering and several roof panels on the west side of the house. This resulted in rain damage inside the lodge. On the west side of the property a family was in a camper when they received warnings and decided to leave for a sturdier shelter nearby. Minutes after they left the camper, it was picked up and dropped on its roof. The family was not injured.

.Tornado #7...

Rating: EF1
Estimated Peak Wind: 100 mph
Path Length /statute/: 0.1199 miles
Path Width /maximum/: 20.0 yards
Fatalities: 0
Injuries: 0

Start Date: 05/13/2022
Start Time: 06:13 PM CDT
Start Location: 7 S Webster / Day County / SD
Start Lat/Lon: 45.2348 / -97.4948

End Date: 05/13/2022
End Time: 06:14 PM CDT
End Location: 7 S Webster / Day County / SD
End Lat/Lon: 45.2364 / -97.4959

Survey Summary:

A tornado 6 miles to the south-southeast of Webster hit an outbuilding, pulling the roof off and knocking over the interior wall. The debris from the building was carried to the northwest for over 250 yards and spread out to the west. A calving shed was rolled to the north and then northwest. An animal trailer was tipped over and a metal windmill was knocked over and twisted.

&&

EF Scale: The Enhanced Fujita Scale classifies tornadoes into the following categories:

EF0...Weak.....65 to 85 mph
EF1...Weak.....86 to 110 mph
EF2...Strong....111 to 135 mph
EF3...Strong....136 to 165 mph
EF4...Violent...166 to 200 mph
EF5...Violent...>200 mph

NOTE:

The information in this statement is preliminary and subject to change pending final review of the events and publication in NWS Storm Data.

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Commercial Lease Agreement

This Lease Agreement (this "lease") is dated on the 18th day of May, 2022, by and between **Three Acorns, LLC** ("Landlord"), and **Codington County Welfare** ("Tenant"). The parties agree as follows:

Premises. Landlord, in consideration of the lease payments provided in this lease, leases to Tenant 7 West Kemp, Watertown, SD 57201 (the "premises.")

Term. The lease term will begin on June 1, 2022 and will terminate on May 31, 2025.

Lease Payments. Tenant shall pay to the Landlord monthly base rent installments of \$1,036 (\$12/square foot) with an additional 3% escalator added annually. Monthly installments are due on the 1st of each month of the lease period. Payment checks can be sent to 1425 9th Ave SW, Watertown, SD 57201. Tenant and Landlord agree to a rental concession for the period of June 1, 2022 to May 31, 2023, as described in addendum "A."

BASE RENT	RENTAL PERIOD	PRICE/SF	MONTHLY RENT
	YEAR 1	\$12.00	\$1,036.00
	YEAR 2	\$12.36	\$1,067.08
	YEAR 3	\$12.73	\$1,099.02

Security Deposit. At the time of the signing of this lease, Tenant shall pay to Landlord, in trust, a security deposit of \$775 to be held and disbursed for Tenant damages to the premises (if any) as provided by law.

Possession. Tenant shall be entitled to possession on the first day of the term of this lease and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

Exclusivity. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenant's primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

Insurance. During the term hereof, Tenant shall maintain in full force and effect Commercial General Liability written on an occurrence basis with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. Such insurance shall insure Tenant's indemnity obligations herein. In addition, Tenant shall insure all of its personal property at 100% of its full replacement value. A certificate of all such insurance (including a prohibition against change or cancellation of coverage without 30 days prior notice to Landlord) shall be delivered to Landlord prior to Tenant entering the premises. Any insurance maintained by Landlord will apply in excess of, not contribute with, insurance provided by Landlord.

Renewal Terms. The renewal period shall begin on April 1, 2025 and end on May 31, 2025. The Landlord reserves the right to renegotiate rental terms and rates at the end of this lease Term and has the right of first refusal. Tenant must give Landlord a 30-day notice of non-renewal during Renewal Term.

Maintenance. The landlord shall have the responsibility to maintain the premises in good repair for the lease term. Landlord will help remove storefront snow if snowfall is greater than 2 inches.

Utilities and Services. Landlord shall pay utilities.

Taxes. Taxes attributable to the premises or the use of the premises shall be allocated as follows:

PERSONAL PROPERTY TAXES. Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the leased premises.

REAL ESTATE TAXES. During the continuance of this lease, Landlord shall be responsible for any real estate taxes and assessments against the Leased Property, which shall be levied upon the leased premises during the term of this lease.

Termination Upon Sale of Premises. Notwithstanding any other provision of this lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the premises have been sold.

Destruction or Condemnation of Premises. If the premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$100,000, Landlord shall repair the premises and a just proportion of the lease payments shall abate during the period of repair according to the extent to which the premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of repair is more than \$100,000, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the premises.

Defaults Tenant shall be in default of this lease if tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Late Payments. For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$50.00

Holdover. If Tenant maintains possession of the premises for any period after the termination of this lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period, at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

Non-Sufficient Funds. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

Governing Law. This lease shall be construed in accordance with the laws of the State of South Dakota.

Termination of the lease by Tenant. A tenant may terminate a lease before the end of the term if:

i. The Landlord does not, within a reasonable time after written request, fulfill obligations, if

Any, as to placing and securing the tenant in quiet possession of the premises or putting the premises into good condition or repairing the same.

ii. The greater part of the leased premises or that part which was, and which the landlord had at the time of leasing, reason to believe the material inducement to the tenant to enter into the lease, is destroyed, from any other cause than the ordinary negligence of the tenant; or

iii. By the expiration of the lease term.

iv. By mutual consent.

Termination for any other reason:

If the tenant requests to terminate their lease before the end of the set lease term, they must give a 60-day notice to the landlord, on or before the first day of the appropriate month. If the landlord is able to acquire a signed lease for the same premises, at a monthly rental rate equal to, or greater than the original tenant's monthly rental rate and term, the landlord can release the original lessee from their lease obligation, assuming any additional charges previously billed by the landlord have been paid in full.

Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. The failure of either party to enforce any provisions of this lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this lease.

Binding Effect. The provisions of this lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Eric Skott

Owner, Three Acorns, LLC

Brenda Hanten

Chairman, Codington County

**RENTAL CONCESSION ADDENDUM
ADDENDUM "A"**

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY

DATE: {5/18/2022}

THE FOLLOWING TERMS AND CONDITIONS ARE TO BE HELD BY THE "TENANT" AND "LANDLORD" AND WILL BE INCORPORATED INTO THE TERMS OF THE LEASE CONTRACT DATED 5/18/2022.

PROPERTY ADDRESS: 7 WEST KEMP, WATERTOWN, SD 57201 IN WHICH "TENANT" CODINGTON COUNTY WELFARE AND LANDLORD AGREE TO THE FOLLOWING TERMS OF **RENTAL CONCESSION**.

A RENTAL CONCESSION IN THE AMOUNT OF: **\$261.00** PER MONTH WILL BE EXTENDED TO THE TENANT FROM DATE: **6/1/2022 TO DATE: 5/31/2023** MAKING RENT BASE PAYMENTS **\$775.00** FOR THE FIRST YEAR.

BEGINNING ON DATE: **6/1/2023** TENANTS RENT WILL REVERT TO **\$1,067.08** MONTHLY BASE RENT AS PREVIOUSLY AGREED TO IN LEASE CONTRACT.

TENANT: _____

LANDLORD: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



BUSINESS SERVICE ORDER

BUSINESS: Codington County Welfare Office

CONTACT: Sarah Foust

Phone: (605) 882-6286
Fed Tax ID:

Date: 05/13/2022
Quote #: OPP-078929

PHYSICAL ADDRESS
 7 West Kemp Watertown
 SD 57201

BILLING ADDRESS
 7 W Kemp Watertown SD
 57201

CONTRACT TERM
 48 month(s)

SALES REP
 Sandra Meylor
 (605) 306-5540
 sandra.meylor@vastbroadband.com

Product	Line Description	New vs Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Internet Service	120/12	New	1	\$79.99	\$0.00	\$79.99
Modem Rental	Bus Mdm Rent DOS31 0.00	New	1	\$0.00	\$0.00	\$0.00
Voice						
E-Fax Line	Bus E-Fax Line VOIP	New	1	\$12.50	\$0.00	\$12.50
Hosted Voice 10 Port Switch	Hosted Voice 10 Port Switch	New	1	\$0.00	\$0.00	\$0.00
Hosted Voice Executive	Hosted Voice Executive	New	4	\$25.00	\$0.00	\$100.00
Hosted Voice Hunt Group	Hosted Voice Hunt Group	New	1	\$10.00	\$0.00	\$10.00
Hosted Voice Polycom 501	Hosted Voice Polycom 501	New	4	\$0.00	\$0.00	\$0.00
Hosted Voice Router	Edgemarc Router	New	1	\$0.00	\$0.00	\$0.00
Unified Communications-UCC	Hosted Voice UCC	New	2	\$5.00	\$0.00	\$10.00
Pricing subject to approval after internal review				Total:	\$ 0.00	\$ 212.49

Special Instructions:	
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Promotional Offer Details:	
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Directory Listing Information - Address:			
Directory Listing:		YP Heading:	
Listing:		SIC Code:	
Phone:		YPH Code:	

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV surcharge and other programming cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to annual increases.

_____ (Initials)



VAST BROADBAND BUSINESS CUSTOMER AGREEMENT

This VAST BROADBAND Business Customer Agreement sets forth the terms and conditions under which VAST BROADBAND Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of VAST BROADBAND Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "VAST BROADBAND", "we", "us", or "our". The Services will be provided to you by the VAST BROADBAND company that operates in your service area.

1. Subscription to Services. By signing or electronically submitting this Agreement to VAST BROADBAND, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by VAST BROADBAND either electronically or in writing, (ii) VAST BROADBAND begins providing the Services described in the Service Order, or (iii) VAST BROADBAND begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon VAST BROADBAND's engineering review to determine the serviceability of the premises. If VAST BROADBAND determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

2. Terms and Conditions of Service. Customer's use of the VAST BROADBAND Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <https://www.vastbroadband.com> (the "General Terms"), which may be modified by VAST BROADBAND from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <https://www.vastbroadband.com> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by VAST BROADBAND from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable VAST BROADBAND Tariffs, which are available for review at <https://www.vastbroadband.com>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by VAST BROADBAND, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the VAST BROADBAND Web site at <https://www.vastbroadband.com> (or any successor url(s)). Accordingly, customers and users of the VAST BROADBAND Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version.

Notwithstanding the foregoing, if VAST BROADBAND makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If VAST BROADBAND agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to annual increases. Other prices are subject to change. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and charges apply to all services. The taxes, fees and surcharges may be changed at any time.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO VAST BROADBAND'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: VAST BROADBAND'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. VAST BROADBAND MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE VAST BROADBAND MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY VAST BROADBAND IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF VAST BROADBAND DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR VAST BROADBAND SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR VAST BROADBAND PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE VAST BROADBAND SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER VAST BROADBAND PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, VAST BROADBAND SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

6. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.



7. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to VAST BROADBAND, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

8. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to VAST BROADBAND for the listing service.

9. Term and Termination; Early Termination Fee. The term of this Agreement is specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. If VAST BROADBAND terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be the reasonable expenses and costs incurred by VAST BROADBAND through the date of termination including but not limited to any third party costs incurred by VAST BROADBAND, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay an early termination charge equal to seventy-five percent (75%) of its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from VAST BROADBAND, if less than twelve months) purchased from VAST BROADBAND multiplied by the number of months remaining in the applicable Term of this Agreement, plus any other related reasonable expenses of VAST BROADBAND including, but not necessarily limited to, construction and installation costs, discounts or credits or competitive contract buyout charges. Customer agrees that VAST BROADBAND's damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty.

10. Access to Premises and Installation of System. Customer grants VAST BROADBAND the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to VAST BROADBAND, shall secure and maintain all necessary rights of access to the service location(s) for VAST BROADBAND to install, operate and remove its equipment and provide the Services. VAST BROADBAND in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If VAST BROADBAND's access rights to the service location are terminated or restricted, early termination fees will apply.

11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

12. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both VAST BROADBAND and our program provider. Customer shall indemnify and hold VAST BROADBAND harmless against and from any violation of this provision.

13. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized VAST BROADBAND Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on VAST BROADBAND. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without VAST BROADBAND's prior written consent. The parties acknowledge that VAST BROADBAND is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of VAST BROADBAND under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

VAST BROADBAND INTERNET, CABLE AND PHONE

Signature: _____

Date: _____

Print Name: Sandra Meylor

Title:

CUSTOMER

Signature: _____

Print Name: _____

Title: _____

Date: _____

Tax ID #: _____

Service Address: 7 West Kemp Watertown SD 57201

Phone: (605) 882-6286

CUSTOMER ACKNOWLEDGEMENT: By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) VAST BROADBAND may contact me at the phone number above (or such other phone number or email address provided by me to VAST BROADBAND), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) VAST BROADBAND manages its Internet Network according to specific Practices and Procedures, which can be found at <https://www.vastbroadband.com>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <https://www.vastbroadband.com>.

PIN #

VAST BROADBAND requires that you create a 4-digit PIN that will be required when you request changes to your VAST BROADBAND Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify VAST BROADBAND if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with VAST BROADBAND on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact VAST BROADBAND and change the PIN. VAST BROADBAND is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



LETTER OF AGENCY

Company Information

Billing Name (Company): Codington County Welfare Office

Billing Street Address: 7 W Kemp

City: Watertown **State:** SD **Zip:** 57201

Please provide the following information

If Company is switching its current telephone number(s) to Vast Broadband, please print your billing telephone number(s) (with area code) and the name(s) of Company's current local and long distance telephone provider(s) in the spaces provided below. If you do not include this information, a new number will be assigned by Vast Broadband. The number(s) listed below represent the billing telephone number(s) of your accounts that are to be changed. You understand and agree that this change applies to all working telephone numbers and features associated with the billing telephone numbers below (the billing telephone number(s) listed below and associated working telephone numbers are referred to as the Ported Telephone Numbers).

Current Provider:

Carrier Account#:

Billing Telephone Number(s) to be switched to Vast Broadband:

(605) 882-6286					

Please Read This Carefully Before Signing

By completing and signing this Letter of Agency:

1. Company chooses ANI Networks d/b/a VAST BROADBAND Internet, Cable and Phone (or the local operating affiliate of VAST BROADBAND or Knology, Inc.) ("VAST BROADBAND") for all of its local, local toll and long distance calls. In making this choice, Company understands that VAST BROADBAND will take the place of Company's current phone service provider(s), listed above (if applicable), for local, local toll and long distance services. Company understands that, for each of these services, it may designate only one provider per service for any one telephone number. Company also understands that the service provided by VAST BROADBAND includes all distances which means Company may only designate one provider for all of its calling needs for the billing telephone number(s) listed above and all associated working telephone numbers.
2. Company designates VAST BROADBAND and authorizes VAST BROADBAND to act as Company's agent in making the change from its current service provider, listed above (if applicable), and to switch its Ported Telephone Number(s) (if applicable), to VAST BROADBAND. Company understands that its current service provider may charge a fee to switch its service to VAST BROADBAND and that Company may consult that provider as to whether a fee will apply to this change.
3. The undersigned confirms that I am an authorized representative of Company, authorized to select VAST BROADBAND service and to change the service provider for the Ported Telephone Number(s) (if applicable).

Signature

Authorized Representative Name (print):	Authorized Representative Signature:
Authorized Representative Title:	Date Signed:

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Weed & Pest

Name of traveling employee _____

Employee _____ Employee status exempt nonexempt

Purpose of travel Spring Weed Id Tour(preparation & tour)

Method of transportation County vehicle

Destination _____

Departure date and time _____ ion arrival date and time _____

Return departure date and _____ turn arrival date and time _____

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) fuel

Lodging expense _____

Meals \$28 Registration \$0

Other costs _____

Overtime costs involved in the requested travel _____

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 _____