

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 7, 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 May 7, 2024, agenda
5. Action to approve the April 23, 2024, minutes of the Board of Codington County Commissioners
6. Action to approve plat resolutions
 - a. Moffenbier Addition (Germantown Township)
7. Monthly Reports
 - a. Extension
 - b. Veteran Service Office
8. Action to approve an application for West Nile virus prevention grant funds
9. Action to approve carpet for Treasurer's Office, as budgeted
10. Action to approve brush cutter for Memorial Park, as budgeted
11. Action to authorize advertising for bidding of the Codington County Extension Building parking lot
12. Discussion/possible action to authorize Chair to sign agreement with Johnson Controls for Codington County Extension Complex fire suppression system
13. Discussion/possible action to authorize Chair to sign agreement with Johnson Controls for Codington County Courthouse to purchase and install infrastructure for a generator
14. Action to approve the Auditor's Acct. w/Treasurer and note monthly Register of Deeds fees
15. Action to authorize Chair to sign MOU with Glacial Lakes Humane Society
16. Discussion/possible action to enact a burn ban resolution
17. Action to approve annual Malt Beverage license application renewals
18. Discussion/possible action to appoint additional member(s) to the Codington County Justice Advisory Committee
19. Action to approve computer equipment purchases for the Director of Equalization Office
20. Action to authorize Lutheran Church of Redeemer to conduct Sunday worship services at Memorial Park

21. Action to authorize Chair to sign the Early Learning Partnership MOU
22. Action to authorize Chair to sign consulting contract for Collective Impact support using Beyond Idea Grant funds
23. Action to approve abatement applications
24. Action to approve claims for payment
25. Action to approve automatic budget supplements
26. Action to approve personnel changes
27. Action to approve travel requests
28. Public Notices – a possible quorum of Commissioners could be in attendance at:
29. Old Business
30. New Business
31. Open
 - a. Public Comments
 - b. Commission Comments
32. 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)
33. 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**

April 23, 2024

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, April 23, 2024, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Randall Schweer; Chair Schweer, presiding. The pledge of allegiance was led by Commissioner VanDusen.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

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

AGENDA APPROVED

Motion by VanDusen, second by Gabel, to approve the agenda for April 23, 2024, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of April 16, 2024; all voted aye; motion carried.

MONTHLY REPORTS

Sheriff, Brad Howell, provided the Board with the following statistics, compiled from activity in the month of March 2024, for the Detention Center and Sheriff's Office: office fees were collected in the amount of \$7,720.95, and were retained by the County; Commissary items sold in the amount of \$2,247.93 with a commission fee to the County in the amount of \$2,566.42; 521 cases/calls for service; 5 accident reports were completed; 76 warrants served; 215 sets of civil papers served; 2,274 transport miles; average daily inmate population 42.77 (high ADP 47 and low ADP 38); 18 individuals wearing SCRAM (security continuous remote alcohol monitor) bracelets; 12 individuals using remote breathalyzers; 34 individuals testing twice daily PBT'S; 53 individuals reporting twice weekly for UA Drug testing; 1 individual wearing a sweat patch; 224 bookings; \$4,589.66 collected in fees for out of county prisoner contracts; \$1,100.00 collected in work release fees; \$8,163.00 collected in fees for the 24/7 program; and 2,766.00 collected in SCRAM fees. Sheriff Howell noted that the Department Of Corrections performed an inspection of the jail for juvenile holds which did pass inspection; in the process of implementing a Chaplin program and developing policy, will be implemented to provide peer support amongst deputies and correctional officers, death notifications, critical stress debriefings, spousal support, and inmate ministry and after care; Travis Gutzmer the School Resource Officer, has the program up and going with the partnering schools. Commissioner Gabel shared a graph of the Garnos draft jail consultant report with a brief explanation of the results.

ENGINEER'S INVOICE FOR SERVICES ON 31ST BRIDGE

Travis Paulson, Eden Township Officer and SDATT District Director for this area, requested the County to cover the cost for the NBI Determination performed by Civil Design Inc., for the structure on 31st Ave., which was requested by Elmira Township to perform the determination, in the amount of \$1,320.00; motion by Gabel, second by VanDusen, all voted aye; motion carried.

BURN BAN

The Board decided there was no need to enact a burn ban at this time.

CLAIMS

Motion by VanDusen, second by Gabel, to approve the following claim: Watertown Public Opinion, \$1,008.08, publishing; all voted aye; motion carried.

TRAVEL REQUESTS

Motion by Johnson, second by Gabel, to approve the following travel requests: Treasurer's Office, 2 staff to attend a workshop; Register of Deeds Office, to attend a workshop; all voted aye; motion carried

OPEN

Highway Supt., Rick Hartley, informed the Board that political signs are not allowed in the road right of ways, if there are any in the right of way they will be removed.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Gabel, to adjourn at 9:32 a.m., all voted aye; motion carried.

ATTEST:

Brenda Hanten
Cottingham County Auditor

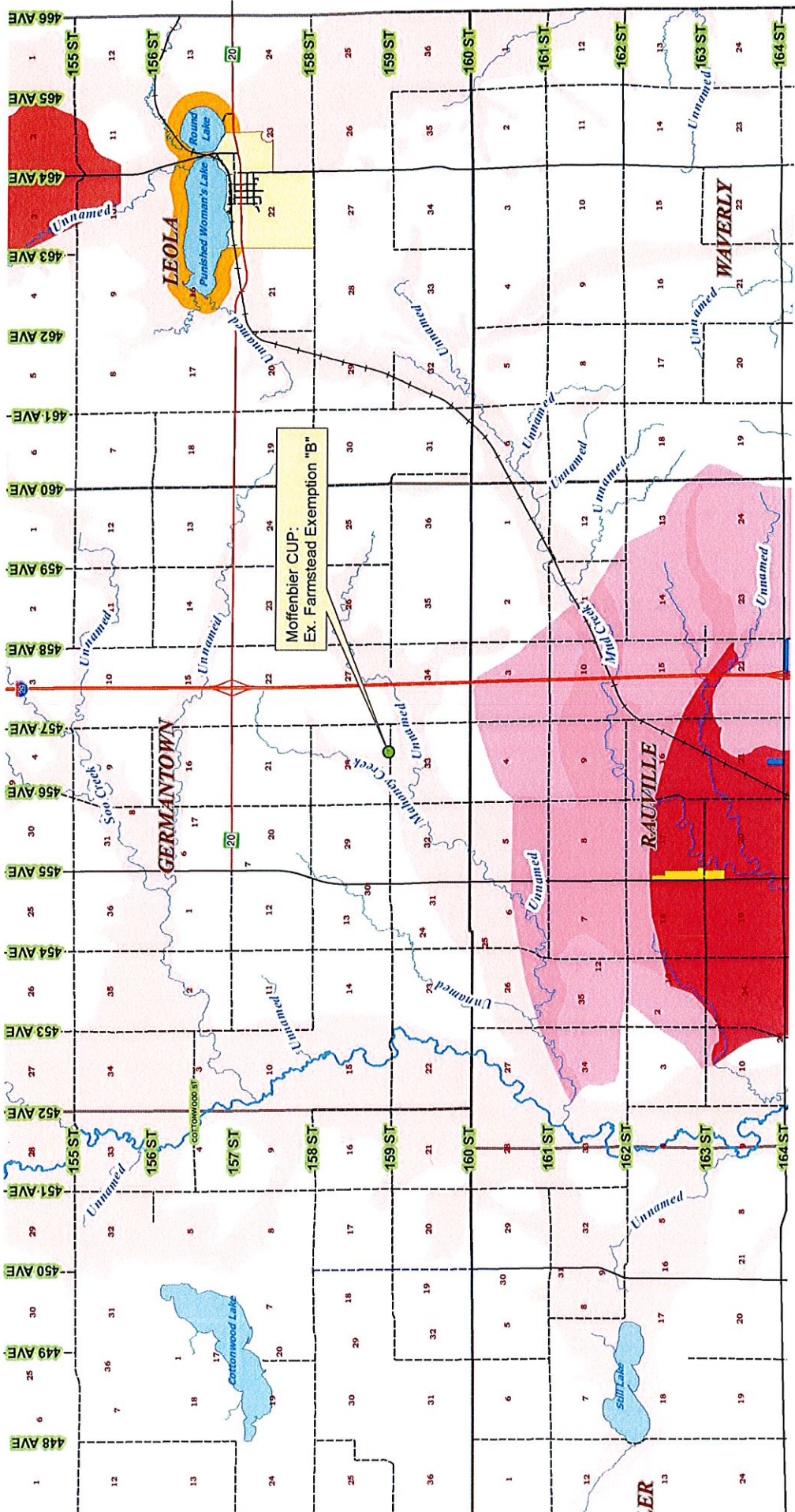
Cottingham County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of service.

Published once at the total approximate cost of \$_____

Moffenbier Plat

Moffenbier Addition Located in the Southeast Quarter of Section 28 Township
119 North, Range 52 West of the 5th P.M., Codington County, South Dakota.
(Germantown Township)

Plat Approval



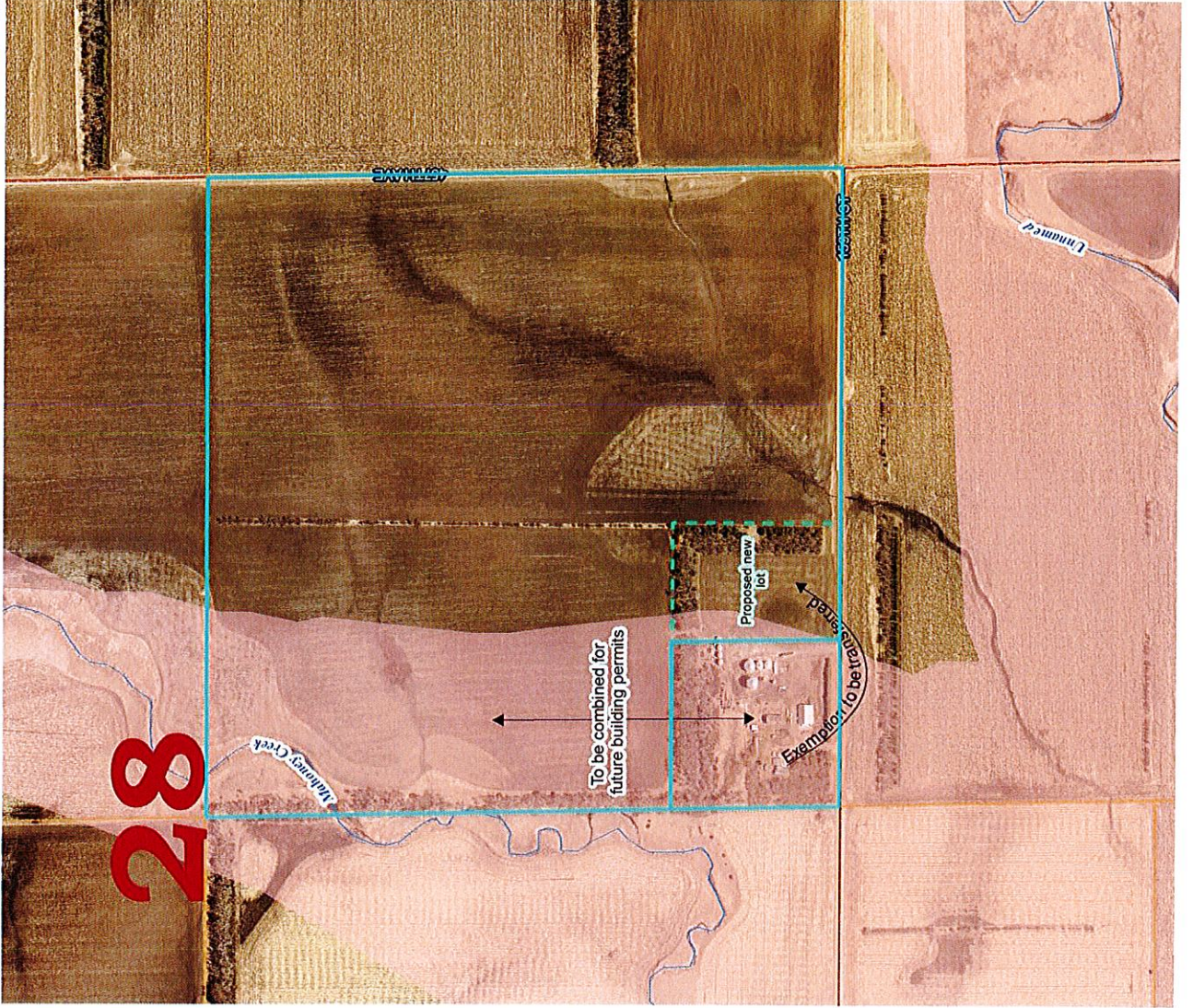


Moffenbier CUP: Existing Farmstead Exemption "B"

28

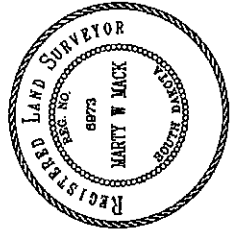
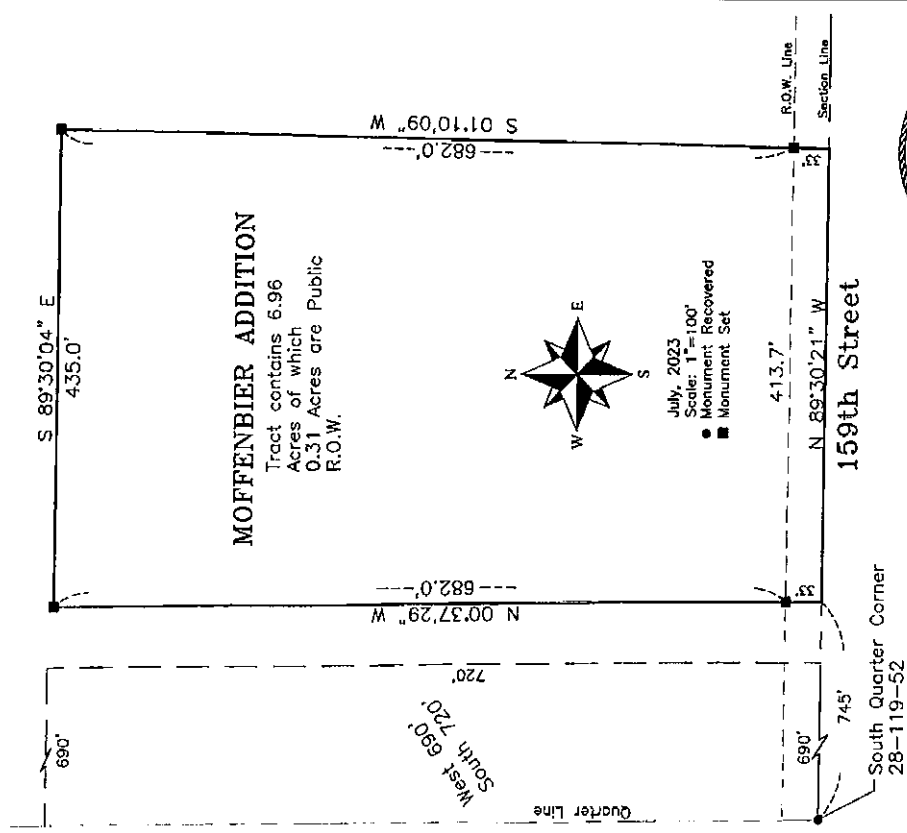
Legend

- Concrete Road
- Asphalt Road
- Gravel Road



MOFFENBIER ADDITION

Located in the Southeast Quarter of Section 28,
Township 119 North, Range 52 West of the 5th
P.M., Codington County, South Dakota.



MACK
Land Surveying LLC

Marty Mack
Registered Land Surveyor
Capital First and Success

Cell: (605) 890-3108 • Phone: (605) 872-2817
308 South Maple • Whitecourt, SD 57201
macklandsurveying@gmail.com

Registered Land Surveyor

Proposal

Duane's Floor Covering

10 1st Ave NW
Watertown, SD 57201
(605)886-4932 (605)753-6511(F)
duanesfloorcovering@tw.net

Proposal submitted to Cottingham County Job name Treasury office Ref # 4/7/2024
Address: Watertown, SD

Proposal # _____ Proposal valid till date # 6/3/2024 Number of pages 1

We hereby submit specifications and details for: Carpet Tile (no style picked out yet)


<u>Remove carpet & install new carpet tile</u>	
<u>Treasury office</u>	<u>\$5,860.00</u>
<u>Auditor / commission Area</u>	<u>\$6,200.00</u>
<u>Auditor store Room</u>	<u>\$4,800.00</u>

* add moving furniture in Bid *
* no sales tax added *

We hereby propose to furnish material and labor to complete the job as per the above specifications for a sum of
US\$ _____ (In figures) US\$ X

With the terms of payments as follows: _____

Please revert for any clarification / further details.

Authorized Signatory Name Duane A York II Signature: 

Acceptance of Proposal

I/We have reviewed your proposal and hereby indicate our acceptance of the same, as per the details, specifications and amounts mentioned in the proposal form. I/We agree to the proposed terms of payment and will release the funds as per agreed herein.

Authorized Signatory Name _____ Signature: _____ Date _____

Watertown Lawn & Garden & Small
 Engine Repair Inc
 17 3rd St. NW
 Watertown, SD 57201
 605-886-5256

Estimate

Date	Estimate #
4/19/2024	693

Name / Address
Codington County Memorial Park 14 1ST AVE SE WTN SD 57201 882-6291

			Project
Description	Qty	Rate	Total
BRUSH CUTTER M. 45030BEN		3,299.99	3,299.99T
		Subtotal	\$3,299.99
		Sales Tax (0.0%)	\$0.00
		Total	\$3,299.99



Codington County Extension Building Fire Protection System

Date: May 1, 2024

Name: Codington County Extension Building Fire Protection System

Document Type: Construction Agreement

Codington County

Owner: Codington County

Address: 14 1st Avenue SE

Watertown, SD 57201

Phone: (605) 882-6284

Website: www.codington.org

Owner Contact: Steve Molengraaf

Title: Facilities Manager

Phone: (605) 882-6255

Email: codmain@codington.org

Johnson Controls Inc

Name: Johnson Controls Inc.

Address: HVAC Branch Office

3413 South Gateway Boulevard

Sioux Falls, SD 57106

Phone: (605) 361-0680

Website: www.johnsoncontrols.com

Contact: Jonathan Paul

Title: HVAC Account Executive

Phone: (701) 630-0548

Email: jonathan.f.paul@jci.com



CONSTRUCTION AGREEMENT

Overview

We are pleased to submit this construction agreement to Codington County for the procurement of a new generator and the underground infrastructure to service the generator. This proposal includes the scopes of work identified on the plans and specifications prepared by our team of professional engineers under our Project Development Agreement. We propose to furnish the following materials and/or perform the work described in the documents below for the net price of: \$482,740.00

FOUR HUNDRED EIGHT-TWO THOUSAND, SEVEN HUNDRED AND FORTY, AND 00/100 DOLLARS

Scopes of Work:

- New Fire Protection System
- Project Management Scope of Work
- Proposal Inclusions, Exclusions, & Clarifications
- Terms & Conditions

This proposal and alternates listed on this proposal are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: May 25, 2024

Codington County

Johnson Controls, Inc.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign: _____

Sign: _____

Scopes of Work

Design Scope of Work

- Scopes of work will follow the Codington County Extension Building Facility Improvements: Generator Upgrade & Fire Sprinkler System Installation Preliminary 70% CD's dated January 5, 2024 and review with the County. Design will be completed to 100%. Final Plans and Shop Drawings will be submitted during the Final design and reviewed with the owner.
 - Sheet FP101: Main Floor Plan- Fire Protection (North Side)
 - Sheet FP102: Main Floor Plan – Fire Protection (South Side)
 - Sheet FP201: Upper Floor Plan- Fire Protection (North Side)
 - Sheet FP202: Upper Floor Plan – Fire Protection (South Side)
 - Sheet E200: Main Floor Plan – Electrical New

New Fire Protection System

- Sprinkler work to start at the existing flanges in the two locations designated on plans. Licensed plumbers will provide connection and reconnect domestic water services.
- Furnish and install (2) new backflow devices per state and local requirements.
- The system is to be a Wet / Dry type system with mechanical, storage, kitchen areas to be Ordinary hazard spacing with storage under 12 feet high. Offices, restrooms, and hallway areas to be light hazard. Attic system to be light hazard.
- Removal / replacement of ceilings for access in remodel area only.
- Provide (2) system wet and dry risers with proper valves, trim, air compressor (new electrical receptacle) and drain per NFPA requirements.
- Proper head cabinets with spares and wrench, signs, gauges, and switches for monitoring
- If sprinkler placement is to be center of tile, 1" tolerance from center.
- All hangers to be sized and spaced per NFPA guidelines.
- Provide fire safe sealant for all rated walls to maintain wall integrity.
- Provide inspectors test per NFPA Guidelines
- Provide (2) proper "Y" type brass FDC with caps and wall plate, interior check valve and ball drip.
- Obtain flow test of city water mains to determine water pressure for design of sprinkler system.
- Design and permit fees per Watertown Fire Marshal jurisdiction requirements.
- Pipe markers or valve tags will be placed per NFPA 13 guidelines, as required.
- Provide ALL drawing and equipment submittals, Operation and Maintenance manuals electronically.
- Provide fire sprinkler design, hydraulic calculations, and submittals prepared by, or under the direct supervision of, a NICET Level III or IV designer.
- Large portions of the finished areas will have exposed pipe mounted to the walls and will be protected by sidewall sprinklers.
- Furnish and install a new fire alarm addressable control module and fire alarm addressable monitor module. One each for each sprinkler riser tamper switch and sprinkler riser flow switch.

Project Management Scope of Work

JCI's Project Management Team will be responsible to work with the owner's Administration and Facilities Director to complete all the associated work for the proposed project. It will be the Project Management Team's job to ensure that this project will run smoothly and efficiently and to keep the owner informed of the project progress along the way. JCI's Project Management Team will be responsible for the coordination and completion of the design drawings and specifications needed for this project. The Project Management Team will coordinate between the design team and the owner to ensure that the design meets expectations and site conditions.

Procurement: Long lead materials and equipment will be identified at the beginning of this project and the Project Management Team will quickly procure and track the progress of these items to minimize delays. All materials and equipment needed on this project will be coordinated directly by Johnson Controls. All materials will be offloaded by JCI and/or a vendor of JCI. The owner will not be required to be involved in offloading any of the materials or equipment to prevent any issues with damages. In addition, the Project Management Team has been in close contact with the qualified local subcontractors, tradesman, & vendors for this project. All subcontractors hired by JCI will communicate and coordinate directly through JCI's representatives during this project not the Owner. Qualifications for subcontractors includes their prior work history with JCI & the owner as well as pricing, bonding, and ability to meet the project schedule.

Scheduling: Project Schedules will be submitted to the owner during the construction kick off meeting and updated as needed throughout the project. The Project Management Team is responsible to ensure that our vendors and subcontracts have the manpower and materials necessary to follow our project schedule and we will require adjustments to do so at our weekly progress meetings.

Project Meetings: Project Kick Off Meeting will be held with the JCI Development Team and the Owner's Administration and Operations Team and will turn over control of the project to the Project Management Team. Project Construction and Safety Meetings will be coordinated with subcontractors and the owner's representative throughout the project schedule. Safety training and construction updates to the ongoing scheduled work will be given by the subcontractors and the Project Management Team. Project Close Out Meeting will be held at the end of this project to turn the systems back over to the Owner. Owner instructions will be provided by the subcontractors, vendors, & manufacturers during the project close out. The Project Management Team will coordinate times with the owner. All project documentation will be turned over to the owner at the Turnover Meeting and include Operating & Maintenance Manuals, Shop Drawings, As Built Drawings, & Test Results.

Site Supervision: JCI's Project Management Team provides Site Supervision throughout this project and is the sole line of communication to our trades. JCI will coordinate directly with the owner on scheduling the scopes included in our proposal. The manpower on site will be continuously evaluated to help assess if we can maintain the project schedule. The Project Management Team will ensure that the job site remains clean and organized throughout construction and that our safety policies are adhered.

Safety: Johnson Controls Safety Policies will be adhered to and required by anyone that is on site during this project. The role of Project Management Team will act simultaneously as the Safety Representative for this project. The Project Management Team will responsibly coordinate and execute our safety policies during all construction activities. Whenever possible JCI will be onsite to supervise the installation activities. If necessary JCI will coordinate with the subcontractors to assign a safety representative for their company if they are approved to work without JCI's direct supervision.

Proposal Inclusions, Exclusions, & Clarifications

- Includes all required permits, inspections, and fees as required by the local oversight jurisdiction and/or utilities.
- New systems will receive a performance test and balance (air, water, or both) to ensure proper operation during the startup and prior to turnover to the owner. The Performance Test and Balance will be specified by JCI.
- Excludes prevailing wages.
- Excludes Lead Paint abatement.
- Excludes Fire and Smoke Dampers- Replacement or upgrades to existing and installation of new.
- Final cleaning is included to be completed in the areas and mechanical spaces that we are working in. However, we will exclude final cleaning of the areas not related to the mechanical spaces that we are working in.
- Excludes liquidated damages.
- Scopes of work and deliverables outside of those detailed on the attached plans and specifications are not included in the proposal.
- Unless noted on the plans and specifications the electrical does not include any type of service upgrades, switchboard replacements, or large-scale panelboard replacements. The intent of the project is to reuse existing electrical infrastructure to the greatest extent possible and only provide new circuits (breakers, switches, conduits, wiring, etc.) where needed to power new mechanical equipment.
- Excludes any inspections or update requests not included in the scopes above. This includes but is not limited to any pre-existing code compliance issues around life safety, fire rated walls, fire dampers, fire alarms, etc.
- Excludes changes to the layout or construction of any existing walls, floors, casework, or doors.
- Excludes temporary heating or ventilation during the installation of the project.
- Excludes room finishes, flooring, painting, wall coverings, carpet, tiles, floor coverings, etc.
- Excludes any repairs or replacements of existing defective mechanical, electrical, or controls equipment, except the equipment described in the scope description. If Johnson Controls identifies any repairs needed or defective equipment, we will notify the Owner and plan to write a proposal if needed. This may include but is not limited to repair and/or upgrades that are required to bring mechanical, electrical, and controls systems up to code.
- Excludes correction of any existing applicable building code violations unless specifically identified in our scope of work. This includes the Federal Americans with Disabilities Act (ADA) violations. If found these violations will be noted and brought to the owner's attention as soon as possible to create a new backlog to address.
- Excludes overtime work caused by unforeseen circumstances beyond the control of Johnson Controls, such as or scheduling changes by The Owner. The cost difference between the overtime work wages and normal time work wages will be the responsibility of The Owner calculated as $[(\text{overtime rate} - \text{normal rate}) \times \text{hours}]$.
- Excludes asbestos abatement and removal for this project is entirely the responsibility of The Owner. Johnson Controls will continue to work with The Owner and our subcontractors to sufficiently identify the scope, costs, and project scheduling implications of any required abatement such that The Owner can adequately plan for this requirement. If hazardous materials are encountered during the implementation phase, Johnson Controls will immediately stop work, take measures to reduce any contamination, and notify the owner facility manager of the possible hazardous material condition and location. Johnson Controls will then request that The Owner remove and dispose of the hazardous materials prior to any continuation of work. Hazardous materials encountered during the ongoing service phase of the project will remain the property and disposal responsibility of The Owner.
- The cost of hazardous material abatement or removal, such as asbestos, mold and lead paint that is not currently specified in the engineering scope of work. In the event hazardous materials are uncovered and

abatement is beyond the ability of Johnson Controls to abate under this contract, the SCOPE will be evaluated for possible removal from the scope of work or the transfer of this responsibility to The Owner.

- Excludes the heating system balancing of the existing systems, unless specified in the scope of work shown on the attached plans.
- Excludes the repair and/or replacement of insulation, piping, electrical or ductwork found to be corroded or rusted or otherwise unacceptable for installation of components or fittings required for installation other than what is specified in the scope of work shown on the attached plans.
- Excludes any engineering or architectural design services, studies and analysis associated with any exclusions or work clearly outside of the scope of work shown on the attached plans.
- Excludes the resolution of existing design, service and or distribution conditions known or unknown outside of the scope of work shown on the attached plans.

Terms and Conditions

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) AGREEMENT AND LIMITATIONS. This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

(4) DEPOSIT. Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

(5) TAXES. All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(6) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(7) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems sold and Seller installed in the US or Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS**

WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

(9) PATENTS. Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incidental to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(10) GOVERNING LAW. For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(11) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

(12) SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

(13) PRIVACY. **Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's



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Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(14) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

(15) MISCELLENEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

(e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

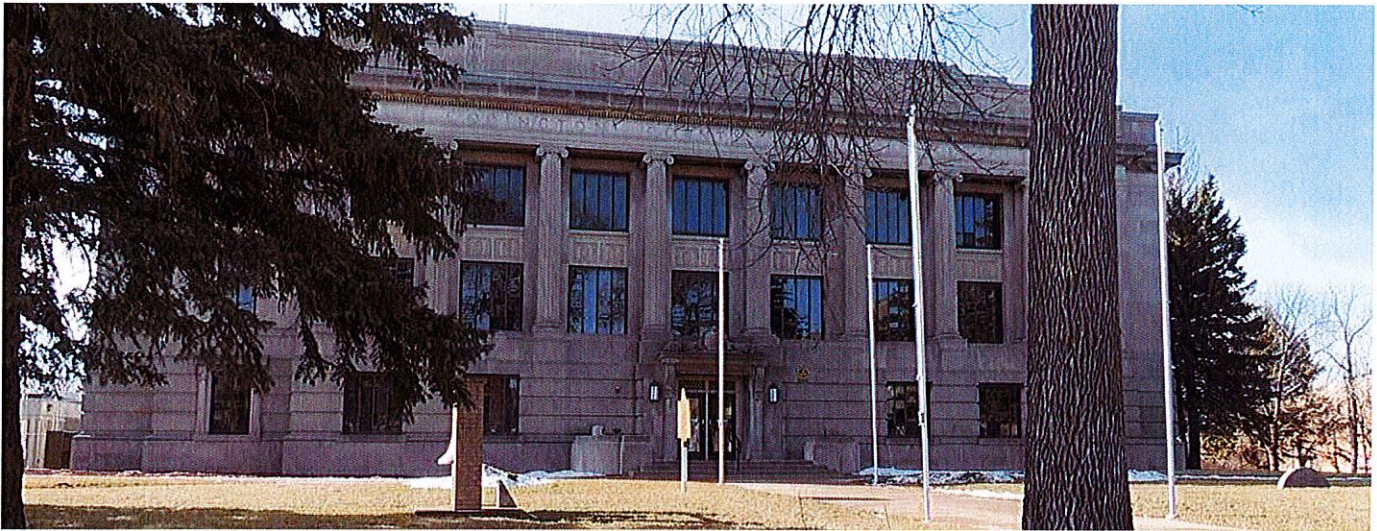


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(f) BUYER RESPONSIBILITIES: Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) FORCE MAJUERE: Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(h) ONE-YEAR CLAIMS LIMITATION: No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation



Codington County Courthouse Generator Infrastructure

Date: May 1, 2024

Name: Codington County Courthouse Generator Infrastructure

Document Type: Construction Agreement

Codington County

Owner: Codington County

Address: 14 1st Avenue SE

Watertown, SD 57201

Phone: (605) 882-6284

Website: www.codington.org

Owner Contact: Steve Molengraaf

Title: Facilities Manager

Phone: (605) 882-6255

Email: codmain@codington.org

Johnson Controls Inc

Name: Johnson Controls Inc.

Address: HVAC Branch Office

3413 South Gateway Boulevard

Sioux Falls, SD 57106

Phone: (605) 361-0680

Website: www.johnsoncontrols.com

Contact: Jonathan Paul

Title: HVAC Account Executive

Phone: (701) 630-0548

Email: jonathan.f.paul@jci.com



CONSTRUCTION AGREEMENT

Overview

We are pleased to submit this construction agreement to Codington County for the procurement of a new generator and the underground infrastructure to service the generator. This proposal includes the scopes of work identified on the plans and specifications prepared by our team of professional engineers under our Project Development Agreement. We propose to furnish the following materials and/or perform the work described in the documents below for the net price of: \$378,670.00

THREE HUNDRED SEVENTY-EIGHT THOUSAND, SIX HUNDRED AND SEVENTY, AND 00/100 DOLLARS

Scopes of Work:

- New Generator Equipment
- New Generator Rough In
- Project Management Scope of Work
- Proposal Inclusions, Exclusions, & Clarifications
- Terms & Conditions

This proposal and alternates listed on this proposal are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: May 25, 2024

Codington County

Johnson Controls, Inc.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign: _____

Sign: _____

Scopes of Work

Design Scope of Work

- Scopes of work will follow the Codrington County Courthouse Facility Improvements Generator Upgrade Preliminary 70% Construction Document's dated January 5, 2024 and reviewed with the County. Design will be completed to 100%. Final Equipment Submittals will be submitted during the Final design and reviewed with the owner prior to order.
 - Mechanical Piping Plan: Sheet M101
 - Partial Lower Level Floor Plan – Electrical Demolition: Sheet E101
 - Partial Lower Level Floor Plan – Electrical New: Sheet E201
 - Generator Equipment Preliminary Submittals

New Generator Equipment:

- Equipment include the options selected under the preliminary equipment submittals which have been reviewed by the design team and meet the needs of the facility as per our discussions.
- Furnish one new Natural Gas Generator
 - Industrial Spark-Ignited Generator Set
 - EPA Certified Stationary Emergency and Non-Emergency
 - Standby Power Rating: 230 kW
 - Engine Specifications: 14.2L
 - Level 2 Sound Attenuated Enclosure
- Furnish one new Automatic Transfer Switch.
 - Service Entrance Rated – Contractor Type – Closed Transition
 - 800 – 1000A up to 600V VAC, 60 Hz, 100% current rated
 - Three Phase, 4 Poles, NEMA 3R, Closed Transition, ETL Listed to UL 1008, High Withstand and Closing Ratings

New Generator Rough Ins:

- Electrical Rough In:
 - Electrical inspections and permit fees
 - New raceway from existing utility transformer.
 - New conduit from Generator to Automatic Transfer Switch.
 - New conduit from Generator to building for enclosure power.
 - Install new EPO button raceway.
 - Install conduit for remote annunciator.
 - Remove existing concrete for generator pad.
 - Remove one 5x5 section of sidewalk concrete and remove concrete rubble.
 - Install new sidewalk concrete section.
 - Prep new generator pad.
 - Plywood for ground protection on existing sod.



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- Mechanical Rough In:
 - Gas inspection and permit fees.
 - Furnish and install the gas line from the existing gas meter to the location of the new generator pad.
 - Includes the regulators, piping, and terminations needed for future hook up.
- Does Not Include:
 - Removal of the shed, sod repair, and irrigation system removal and/or repair.

Project Management Scope of Work

JCI's Project Management Team will be responsible to work with the owner's Administration and Facilities Director to complete all the associated work for the proposed project. It will be the Project Management Team's job to ensure that this project will run smoothly and efficiently and to keep the owner informed of the project progress along the way. JCI's Project Management Team will be responsible for the coordination and completion of the design drawings and specifications needed for this project. The Project Management Team will coordinate between the design team and the owner to ensure that the design meets expectations and site conditions.

Procurement: Long lead materials and equipment will be identified at the beginning of this project and the Project Management Team will quickly procure and track the progress of these items to minimize delays. All materials and equipment needed on this project will be coordinated directly by Johnson Controls. All materials will be offloaded by JCI and/or a vendor of JCI. The owner will not be required to be involved in offloading any of the materials or equipment to prevent any issues with damages. In addition, the Project Management Team has been in close contact with the qualified local subcontractors, tradesman, & vendors for this project. All subcontractors hired by JCI will communicate and coordinate directly through JCI's representatives during this project not the Owner. Qualifications for subcontractors includes their prior work history with JCI & the owner as well as pricing, bonding, and ability to meet the project schedule.

Scheduling: Project Schedules will be submitted to the owner during the construction kick off meeting and updated as needed throughout the project. The Project Management Team is responsible to ensure that our vendors and subcontracts have the manpower and materials necessary to follow our project schedule and we will require adjustments to do so at our weekly progress meetings.

Project Meetings: Project Kick Off Meeting will be held with the JCI Development Team and the Owner's Administration and Operations Team and will turn over control of the project to the Project Management Team. Project Construction and Safety Meetings will be coordinated with subcontractors and the owner's representative throughout the project schedule. Safety training and construction updates to the ongoing scheduled work will be given by the subcontractors and the Project Management Team. Project Close Out Meeting will be held at the end of this project to turn the systems back over to the Owner. Owner instructions will be provided by the subcontractors, vendors, & manufacturers during the project close out. The Project Management Team will coordinate times with the owner. All project documentation will be turned over to the owner at the Turnover Meeting and include Operating & Maintenance Manuals, Shop Drawings, As Built Drawings, & Test Results.

Site Supervision: JCI's Project Management Team provides Site Supervision throughout this project and is the sole line of communication to our trades. JCI will coordinate directly with the owner on scheduling the scopes included in our proposal. The manpower on site will be continuously evaluated to help assess if we can maintain the project schedule. The Project Management Team will ensure that the job site remains clean and organized throughout construction and that our safety policies are adhered.

Safety: Johnson Controls Safety Policies will be adhered to and required by anyone that is on site during this project. The role of Project Management Team will act simultaneously as the Safety Representative for this project. The Project Management Team will responsibly coordinate and execute our safety policies during all construction activities. Whenever possible JCI will be onsite to supervise the installation activities. If necessary JCI will coordinate with the subcontractors to assign a safety representative for their company if they are approved to work without JCI's direct supervision.

Proposal Inclusions, Exclusions, & Clarifications

- Includes all required permits, inspections, and fees as required by the local oversight jurisdiction and/or utilities.
- New systems will receive a performance test and balance (air, water, or both) to ensure proper operation during the startup and prior to turnover to the owner. The Performance Test and Balance will be specified by JCI.
- Excludes prevailing wages.
- Excludes Lead Paint abatement.
- Excludes Fire and Smoke Dampers- Replacement or upgrades to existing and installation of new.
- Final cleaning is included to be completed in the areas and mechanical spaces that we are working in. However, we will exclude final cleaning of the areas not related to the mechanical spaces that we are working in.
- Excludes liquidated damages.
- Scopes of work and deliverables outside of those detailed on the attached plans and specifications are not included in the proposal.
- Unless noted on the plans and specifications the electrical does not include any type of service upgrades, switchboard replacements, or large-scale panelboard replacements. The intent of the project is to reuse existing electrical infrastructure to the greatest extent possible and only provide new circuits (breakers, switches, conduits, wiring, etc.) where needed to power new mechanical equipment.
- Excludes any inspections or update requests not included in the scopes above. This includes but is not limited to any pre-existing code compliance issues around life safety, fire rated walls, fire dampers, fire alarms, etc.
- Excludes changes to the layout or construction of any existing walls, floors, casework, or doors.
- Excludes temporary heating or ventilation during the installation of the project.
- Excludes room finishes, flooring, painting, wall coverings, carpet, tiles, floor coverings, etc.
- Excludes any repairs or replacements of existing defective mechanical, electrical, or controls equipment, except the equipment described in the scope description. If Johnson Controls identifies any repairs needed or defective equipment, we will notify the Owner and plan to write a proposal if needed. This may include but is not limited to repair and/or upgrades that are required to bring mechanical, electrical, and controls systems up to code.
- Excludes correction of any existing applicable building code violations unless specifically identified in our scope of work. This includes the Federal Americans with Disabilities Act (ADA) violations. If found these violations will be noted and brought to the owner's attention as soon as possible to create a new backlog to address.
- Excludes overtime work caused by unforeseen circumstances beyond the control of Johnson Controls, such as or scheduling changes by The Owner. The cost difference between the overtime work wages and normal time work wages will be the responsibility of The Owner calculated as [(overtime rate – normal rate) x hours].
- Excludes asbestos abatement and removal for this project is entirely the responsibility of The Owner. Johnson Controls will continue to work with The Owner and our subcontractors to sufficiently identify the scope, costs, and project scheduling implications of any required abatement such that The Owner can adequately plan for this requirement. If hazardous materials are encountered during the implementation phase, Johnson Controls will immediately stop work, take measures to reduce any contamination, and notify the owner facility manager of the possible hazardous material condition and location. Johnson Controls will then request that The Owner remove and dispose of the hazardous materials prior to any continuation of work. Hazardous materials encountered during the ongoing service phase of the project will remain the property and disposal responsibility of The Owner.
- The cost of hazardous material abatement or removal, such as asbestos, mold and lead paint that is not currently specified in the engineering scope of work. In the event hazardous materials are uncovered and

abatement is beyond the ability of Johnson Controls to abate under this contract, the SCOPE will be evaluated for possible removal from the scope of work or the transfer of this responsibility to The Owner.

- Excludes the heating system balancing of the existing systems, unless specified in the scope of work shown on the attached plans.
- Excludes the repair and/or replacement of insulation, piping, electrical or ductwork found to be corroded or rusted or otherwise unacceptable for installation of components or fittings required for installation other than what is specified in the scope of work shown on the attached plans.
- Excludes any engineering or architectural design services, studies and analysis associated with any exclusions or work clearly outside of the scope of work shown on the attached plans.
- Excludes the resolution of existing design, service and or distribution conditions known or unknown outside of the scope of work shown on the attached plans.

Terms and Conditions

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) AGREEMENT AND LIMITATIONS. This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

(4) DEPOSIT. Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

(5) TAXES. All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(6) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(7) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. Seller warrants for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems sold and Seller installed in the US or Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS**

WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise) shall be limited to the purchase price paid by Buyer hereunder.**

(9) PATENTS. Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(10) GOVERNING LAW. For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(11) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

(12) SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

(13) PRIVACY. **Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's



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

Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(14) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

(15) MISCELLENEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

(e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.



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

(f) BUYER RESPONSIBILITIES: Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) FORCE MAJUERE: Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(h) ONE-YEAR CLAIMS LIMITATION: No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

To the Honorable Board of County Commissioners, Codington County:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of the County of Codington as of the last business day in April 2024.

Cash on Hand	\$17,973.17
Checks in Treasurer' possession less than 3 days	\$1,152,024.63
Credit Card Charges	\$129,259.77
Cash Items	\$478.40
TOTAL CASH ASSETS ON HAND	\$1,299,735.97

RECONCILED CHECKING	
Reliabank (Memorial Park)	\$5,599.00
Reliabank Dakota	\$47,815,775.91
INVESTMENTS	
SD Public Funds Investment	\$1,029.56

TOTAL CASH ASSETS **\$49,122,140.44**

GENERAL LEDGER CASH BALANCES:

General	\$23,730,472.72
General restricted cash	\$500,000.00
Sp. Revenue	\$9,282,258.22
Sp. Revenue restricted cash	
Custodial	\$15,609,409.50
Schools	\$ 12,170,001.67
Townships	\$ 349,287.76
City/Towns	\$ 2,196,018.40

TOTAL GENERAL LEDGER CASH **\$49,122,140.44**

Dated this 1st day of May 2024



County Auditor

FILED

MAY 01 2024

CODINGTON COUNTY AUDITOR

**AUDITOR'S MONTHLY SETTLEMENT WITH TREASURER
CODINGTON COUNTY
DATE: May 1, 2024**

CASH ON HAND IN TREASURER'S OFFICE

Silver and Pennies.....	\$85.17
Ones.....	\$233.00
Fives.....	\$465.00
Tens.....	\$420.00
Twenties.....	\$4,420.00
Fifties.....	\$1,950.00
Hundreds.....	\$10,400.00
Cash Items.....	\$478.40
Credit Card Charges.....	\$129,259.77
Checks.....	\$1,152,024.63
TOTAL CASH ON HAND	\$1,299,735.97

CHECKING ACCOUNT BALANCE:

<u>Reliabank (Memorial Park)</u>	\$5,599.00
<u>Reliabank Dakota</u>	\$47,815,775.91

INVESTMENTS:

<u>SD Public Funds Investment Trust</u>	\$1,029.56
-----------------------------------------	------------

OTHER ACCOUNT BALANCES: \$47,822,404.47

GRAND TOTAL CASH AND BALANCES: \$49,122,140.44

GENERAL LEDGER CASH AND INVESTMENT BALANCES BY FUNDS:

General Fund	\$23,730,472.72
General Fund restricted cash	\$500,000.00
Sp. Revenue Funds	\$9,282,258.22
Sp. Revenue Funds restricted cash	\$0.00
Custodial Funds	\$15,609,409.50

TOTAL GENERAL LEDGER CASH \$49,122,140.44

FILED

MAY 01 2024

CODINGTON COUNTY AUDITOR

OFFICIAL STATEMENT OF FEES COLLECTED
REGISTER OF DEEDS STATEMENT OF FEES COLLECTED DURING THE MONTH
OF APRIL, 2024

The sum of **\$45,470.05** in fees has been collected by me as Register of Deeds for APRIL, 2024

Ann Rasmussen being duly sworn, deposes and says that she is the Register of Deeds in and for CODINGTON COUNTY, State of South Dakota; that the foregoing statement is a true and correct report of all fees collected by me as such Register of Deeds, as required by law, during the month of APRIL, 2024

Ann Rasmussen

Register of Deeds

Subscribed and sworn to before me this 1st day of May 2024

CERTIFIED BIRTHS

State Children's Fund (\$2.00)	\$ 188.00
County General Fund (\$5.00)	\$ 470.00
State EVRSS Fund (\$5.00)	\$ 470.00
State General Fund (\$3.00)	\$ 282.00
TOTAL	\$ 1,410.00

CERTIFIED DEATHS

County General Fund (\$5.00)	\$ 500.00
State General Fund (\$4.00)	\$ 400.00
State EVRSS Fund (\$6.00)	\$ 600.00
TOTAL	\$ 1,500.00

FILED

MAY 01 2024

CODINGTON COUNTY AUDITOR

Solution Proposal

57392



57392 .01

504 Jenson Ave SE 3710 S Kiwanis Ave. 1680 East Capitol Ave Suite B 114 Main St. N Ste. 202F 801 S 42nd Street, Suite G1
 Watertown, SD 57201 Sioux Falls, SD 57105 Bismarck, ND 58501 Hutchinson, MN 55350 Grand Forks 58201
 P: 605.882.1555 P: 605.361.8881 P: 701.258.6689 P: 320.582.0234

Codington County Director - HP EliteOne 870 Barb & Melissa

April 19, 2024

Bill To:
 Codington County Director
 Shawna Constant
 14 1st. Ave. S.E.
 Watertown, SD 57201

Phone:
 (605) 882-6274

Ship To:
 Codington County Director
 Shawna Constant
 14 1st. Ave. S.E.
 Watertown, SD 57201

Email: coddoe@codington.org

Salesperson: Greg Richter

	Description	Price Each	Qty	Ext Price
Items				\$3,608.00
1	HP ELITEONE 870 G9 AIO HP EliteOne 870 G9 All-in-One Computer - Intel Core i5 12th Gen i5-12500 Hexa-core (6 Core) 3 GHz - 16 GB RAM DDR5 SDRAM - 512 GB M.2 PCI Express NVMe SSD - 27" Full HD 1920 x 1080 - Desktop - Intel Q670 Chip - Windows 11 Pro - Intel UHD Graphics 770 DDR5 SDRAM - English Keyboard - IEEE 802.11ax	\$1,649.00	2	\$3,298.00 ☒
2	MS365 BUS STANDARD NCE ANNUAL Microsoft 365 Business Standard (NCE COM ANN) <i>Prorated for Annual renewal 11/4/2024</i>	\$155.00	2	\$310.00 ☒
3	EXCHANGE ONLINE PLAN 1 NCE ANN Exchange Online (Plan 1) (NCE COM ANN) <i>Will reduce at Annual renewal 11/4/2024</i>		-2	\$0.00 ☒
4	MONTHLY CONNECT CARE MSP Recurring monthly fee for Premium Connect Care, Standard three year agreement. Includes 24x7x365 Remote Monitoring, Monthly Reports, Automated Operating System Patch Management, Antivirus and/or Antispam Monitoring, Updates and Remediation (License Required) Automated Disk Optimization, Desktop and Server Labor for covered equipment both Remote and Onsite (mileage within 75 miles of nearest Connecting Point location is included), Annual Network Documentation and Network Security Scan, Yearly Review and Planning, Remote Checkups <i>2 replacement PC = \$0.00 Per Shawna</i>	\$0.00	1	\$0.00 ☒
5	ONSITE SETUP OF PC Unbox and run initial setup of HP EliteOne 870 for Barb Martinson and Melissa Sears. this includes the installing of the latest Microsoft updates, installation of Codington Trend Monthly antivirus and installation of two new Microsoft Office 365 Business. Assign the two new MS Office 365 business Standard licenses to Barb and Melissa and then removing the two Exchange Online from their MS 365 accounts user under Codington County Auditor's admin MS 365 account. On site setup at customer site Connect to the customer's existing Domain network and the move user profile data. Installation of Ultra County Management software mapped to county Server. Also includes installing of printer drivers for existing local and network printers and running test prints on both PC's. Clean up work area, dispose of boxes, confirm with customer that the work area is acceptable following the replacement of PC(s). Client has MSP contract, please record SN of unit being replaced in labor notes. Also be sure to check that the Kaseya agent and Trend antivirus have been updated for new unit and removed from the unit being replaced if applicable. <i>Covered under ConnectCare MSP program - a 790.00 value</i>	\$0.00	1	\$0.00 ☒

	Description	Price Each	Qty	Ext Price
6	ONBOARDING OF MSP DEVICE 2 Replacement PC's Implementation of Connect Care monitoring agents on equipment to be covered. Register and verify equipment is live and available to monitor and manage. Provide a master list of equipment to be covered to DISPATCH for update of CRM. See scope detail for items to be completed for Kaseya onboarding. * Check the AD server computers list, Kaseya agent portal and Trend Micro antivirus console have been populated with the new equipment info and removed any computer equipment being retired from these same consoles / portals, document this in work order. Be sure to check that the Kaseya agent and Trend antivirus have been updated for new unit and removed from the unit being replaced if applicable. 2 replacement PC = \$0.00 Per Shawna	\$0.00	1	\$0.00 <input checked="" type="checkbox"/>

Payment Terms:

Payment terms are established at the time of the order. We accept cash or check along with credit card, but our company policy is to limit credit card payment acceptance to \$4,000.00 or less per account per month. We also offer leasing and other options to manage your purchase. Account setup time can take 1-2 business days to review and approve.

Subtotal \$3,608.00

Tax \$0.00

Return Policy:

Unopened items can be returned 15 days from date of delivery without restock fees. Items that have been opened will have a 15% restock fee and can be returned up to 30 days from date of purchase. There are no returns for SPECIAL ORDER, CUSTOM CONFIGURATIONS or items that are older than 30 days from date of purchase.

Total \$3,608.00

Shipping Disclaimer:

Connecting Point is not responsible for any damages that occur during shipping. As the recipient, you are responsible for reporting damaged shipments and to inspect all boxes prior to signing for deliveries. You also have an option of refusing the shipment of any damaged goods. If not refused, take pictures of any damage and have the delivery driver sign off on shipping documentation. Any damage done from shipping must be brought to our attention immediately at time of receiving the product. Delayed reporting of any damages or missing parts may result in rejection of your claim. Hold all damaged goods and all original packing materials for inspection. Shipping insurance is available at an additional cost.

_____ By initialing here you are agreeing to accept these shipping terms.

Quoted by: _____

Accepted by: _____



Lutheran Church of Our Redeemer

2001 Second Street NW | Watertown, SD 57201-7251 | Phone: (605) 886-2696

Email: office@lcoorwatertown.org | Website: lcoorwatertown.org

April 23, 2024

Hello Brenda,

Lutheran Church of Our Redeemer would like to request permission from the Codington County Commissioners to hold worship services in the picnic area of Memorial Park on Sundays from Memorial weekend May 26, 2024 through Labor Day weekend September 1, 2024. The worship services will begin at 9am and conclude following a coffee time, approximately around 10:30am. We are also asking to reserve the nearby picnic shelter building each Sunday morning during this time from Memorial Weekend through Labor Day weekend. Previously we had an arrangement to pay an honorarium of \$500 for the summer. Is this amount still appropriate?

We would like to thank the Commission for working with us to provide worship in this beautiful setting for campers and our congregation. We will continue to do our best to guide parking in the picnic area and keep the vehicles traveling at the appropriate speed. We will also continue to work to pick up after ourselves and do what we can to keep the garbage in the garbage cans.

Would you be able to add this request to the next Codington County Commission Agenda? If you have any questions or need more information, please give a call at 605-886-2696 or email me at jodi@lcoorwatertown.org.

Have a beautiful day!

Thank you

Jodi L. Spilde
Business Manager

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME : Name Konner Anderson		DATE: 4/18/2024
EFFECTIVE DATE: 5/15/2022	POSITION TITLE: Corrections Officer	DEPARTMENT: Jail
CURRENT STEP: Step 1	NEW STEP: Step 1 grade 35	
CURRENT PAY RATE: \$24.81	NEW PAY RATE: \$24.81 / \$4316.04	
REASONS FOR CHANGE: Changing from Part Time to Full Time		

EMPLOYEE SIGNATURE *Konner Anderson*

DEPARTMENT HEAD SIGNATURE *[Signature]*

DATE 4-19-24

FILED

COUNTY COMMISSIONERS _____

APR 22 2024

DATE _____

CODINGTON COUNTY AUDITOR

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

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Director of Equalization Office

Name of traveling employee _____

Employee title _____ Employee status exempt nonexempt

Purpose of travel Conference

Method of transportation County Vehicle

Destination _____

Departure date and time _____ Destination arrival date and time _____

Return departure date and time _____ Return arrival date and time _____

Costs of travel

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

Lodging expense \$2800.⁰⁰

Meals \$500.⁰⁰ Registration \$940.⁰⁰

Other costs _____

Overtime costs involved in the requested travel none

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

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Community Services

Name of traveling employee _____

Employee title : _____ Employee status exempt ___ nonexempt X

Purpose of travel _____ : CHW Conference – attendance at this is required as part of grant acceptance.

Method of transportation Private Car

Destination _____

Departure date and time _____ Destination arrival date and time _____

Return departure date and time _____ Return arrival date and time :
pm.

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) \$135 mileage

Lodging expense \$100

Meals 40.00 maximum Registration 0

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, hours will be flexed

Yes X No _____ If no, why _____

Is this travel a budgeted item? Yes X Covered by CHW Grant No

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Community Services

Name of traveling employee _____

Employee title _____ Employee status exempt ___ nonexempt X

Purpose of travel CHW Conference – attendance at this is required as part of grant acceptance.

Method of transportation Car

Destination _____

Departure date and time _____ Destination arrival date and time _____

Return departure date and time _____ Return arrival date and time p.m.

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) \$135 mileage

Lodging expense \$0

Meals 0 maximum Registration 0

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, hours will be flexed

Yes X No _____ If no, why _____

Is this travel a budgeted item? Yes X Covered by CHW Grant No

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Community Services

Name of traveling employee _____

Employee title _____ Community Services Employee status exempt _____
nonexempt

Purpose of travel _____ CHW Conference -- attendance at this is required as part of
grant acceptance.

Method of transportation Private Car

Destination _____

Departure date and time _____ Destination arrival date and time : _____

Return departure date and time _____ Return arrival date and time _____
p.m.

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) \$135 mileage

Lodging expense \$0

Meals 40.00 maximum Registration 0

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, hours
will be flexed

Yes No _____ If no, why _____

Is this travel a budgeted item? Yes X Covered by CHW Grant No

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____