

**AGENDA**  
**Codington County Board of Commissioners**  
**Codington County Court House, 14 1<sup>st</sup> Ave SE, Watertown SD**  
**Commission Chambers, Room #114**  
**9:00 a.m., Tuesday, June 10, 2025**

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 June 10, 2025, agenda
5. Action to approve the June 03, 2025, minutes of the Board of Codington County Commissioners
6. Monthly Reports
  - a. Auditor
  - b. Director of Equalization
  - c. Community Service Director
7. Discussion/possible action to approve Community Service Office to rent storage unit
8. Discussion/possible action to authorize Chair to sign annual State Dept. of Health WIC contract
9. Discussion/possible action to advertise for bid package #1 to include any subsequent CMAR – recommended changes, for the new jail
10. Action to approve updated Search and Rescue Team member’s roster
11. Action to authorize Chair to sign quote for time-keeping hardware and support
12. Action to approve Auditor’s Acct. w/Treasurer and note monthly Register of Deeds fees
13. Action to approve abatement applications
14. Action to approve claims for payment
15. Action to approve automatic budget supplements
16. Action to approve personnel changes
17. Action to approve travel requests
18. Public Notices – a possible quorum of Commissioners could be in attendance at:
19. Old Business
20. New Business
21. Open
  - a. Public Comments
  - b. Commission Comments
22. 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)

**23. 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 1<sup>st</sup> Ave SE  
Watertown, SD 57201**

June 03, 2025

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, June 03, 2025, at the Codington County Court House. Commission members present were: Lee Gabel, Tyler McElhany, Myron Johnson, Troy VanDusen and Randall Schweer. Chair VanDusen, presiding. The pledge of allegiance was led by States Attorney, Alison Bakken.

**CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS**

Chair VanDusen 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 Schweer, second by Gabel, to approve the agenda for June 03, 2025, as posted; all voted aye; motion carried.

**MINUTES APPROVED**

Motion by McElhany, second by Johnson, to approve the minutes of May 27, 2025; all voted aye; motion carried.

**MONTHLY REPORTS**

**4-H Educator, Jodi Loehrer**, updated the Board: 37 total youth are attending 4-H Camp at Camp Poinsett, two attending SkillsX @ SDSU this week and next week is Performing Arts Camp at NSU, I will be attending 4-H Camp Wednesday – Friday; Teen Leader meeting and Cloverbud Camp are next week; the 4-H Shake Wagon at Dacotah Bank is June 16-18, 2025 from 11 a.m. – 7 p.m. each day, the youth get very excited to serve the public as June is Dairy Month; 4-H Shotgun is starting soon with registrations coming in, a painting workshop will be held this month; the Codington/Clark 4-H Horse Show will be held in Clark on June 26<sup>th</sup> with the State 4-H Horse Show in Huron, July 7-9.

**Veterans Service Officer, Todd Rose**, updated the Board: metrics for the month, 198 open claims (working claims) 105 pending action from VA, 138 completed (YTD), Hamlin 12 open (working claims) 7 pending from VA, 5 completed (YTD), currently working for 15 veterans and have completed 9 claims for veterans from outside our county; \$12,908 for the month May 2025, increase in monthly compensation for veterans or their dependents YTD monthly increase \$52,028; \$155,363 for the month of May 2025, retro-payment to bring a claim current to monthly compensation YTD retro-payments \$480,031; 3 veteran DAV transports in May, 3 - currently scheduled for June, currently 8 drivers; CURRENT - attended the Atomic-Veteran Commemorative Service Medal presentation for Orly Wangsness at the Watertown Airport presented by Senator Rounds on May 26, 2025; budget worksheets turned in and finishing up performance appraisals and personnel change sheets for July 2025 step increase; ordered a new laptop computer in the amount of \$1260.49 from Twotrees Technologies, my Microsoft Surface is 5 years old and is lacking memory space to operate correctly; need to finish the signed agreement and billing with Hamlin County, planning to attend their 2 monthly commission meetings to brief and complete any paperwork needed; request action to accept my retirement letter, effective Oct. 01, 2025, it has been an honor and privilege to serve as the Codington County Veteran Service Office Director for the last 5 years, thank you to the other Codington County departments for their assistance and support, it has been a pleasure working with you all; request approval of the Deputy Veterans Service Officer job description; we have updated and made a few minor changes in preparations

for the pending action to approve posting and hiring a Deputy Veteran Service Officer; FUTURE – meeting with commanders on June 3, 2025 at the VFW, radio show on KWAT at 8:30 a.m. and KXLG at 9:10 a.m.; Veterans Information Event to be held at the Watertown Readiness Center on July 19<sup>th</sup>, 2025 from 10:00 a.m. to 2:00 p.m., currently have several departments from Sioux Falls VA that will be in attendance, covering a variety of topics, there will also be booths set up for people to stop by; State Training Conference coming up.

**RESOLUTION 2025-08 APPROVED**

Todd Meierhenry, reviewed and presented the Board with Resolution 2025-08 Authorizing the Execution, Terms, Issuance and Payment of General Obligation Bonds for their approval. The Board took the following action:

**RESOLUTION NO. 2025-08**

**EXTRACT OF MINUTES OF MEETING OF THE  
COUNTY COMMISSIONERS OF CODINGTON COUNTY, SOUTH DAKOTA**

Pursuant to due call and notice thereof, a meeting of the County Commissioners of Codington County, South Dakota, was held on June 3<sup>rd</sup>, 2025, at 9:00 o'clock a.m.

The following members were present: Lee Gabel, Tyler McElhany, Myron Johnson, Troy VanDusen and Randall Schweer.

and the following were absent: None

Thereupon the Chair declared that a quorum was present and the meeting opened for transaction of business.

Member, Commissioner D. Lee Gabel, introduced the following resolution and moved its adoption:

**RESOLUTION NO. 2025-08**

**RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE AND PAYMENT OF GENERAL OBLIGATION BONDS, SERIES 2025, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY-NINE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$29,650,000) OF CODINGTON COUNTY, SOUTH DAKOTA**

WHEREAS, the voters of Codington County authorized the issuance of general obligation bonds at an election held November 5, 2024; and

WHEREAS, approximately 59% of the voters voted in favor of authorizing the Bonds to provide funds for the purpose of financing County Facilities Improvements including (1) construction, renovations and equipping of the Court, County Jail, and County Law Enforcement Facilities, and (2) the costs of issuing the bonds; and

WHEREAS, the County Commissioners have canvassed the election results with six days of the election; and

WHEREAS, the County Commissioners have determined that the issuance of general obligation bonds of the County is in the best interests of County; and

WHEREAS, the County Commissioners have determined that it is necessary and in the best interest of the County to issue General Obligation Bonds, Series 2025 of the County.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF CODINGTON COUNTY, AS FOLLOWS:**

**ARTICLE I  
DEFINITIONS**

**Section 1.1. Definition of Terms.**

In addition to the words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" means collectively SDCL Chapter 6-8B and Title 7, as amended.

"Authorized Officer of the County" means the Chair of the County Commissioners and the Auditor, or, in the case of any act to be performed or duty to be discharged, any other member, officer, or employee of the County then authorized to perform such act or discharge such duty.

"Bonds" means not to exceed \$29,650,000 in aggregate principal amount of General Obligation Bonds, Series 2025, authorized and issued under this Resolution.

"Bond Counsel" means Meierhenry Sargent LLP, a firm of attorneys recognized as having experience in matters relating to the issuance of state or local governmental obligations.

"Bond Payment Date" means such dates as are set forth in the Bond Purchase Agreement.

"Bond Purchase Agreement" means the agreement or agreements between the County and the Underwriter for the purchase of the Bonds.

"Bond Resolution" means this Resolution, duly adopted by the County Commissioners on the date hereof, as it may be amended from time to time.

"Bondholder", "Holder" and "Registered Owner" means the registered owner of a Bond, including any nominee of a Depository.

"Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository or to its nominee as Registered Owner, with the certificated bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registrar and Paying Agent, constitute the written record that identifies, and records the transfer of the beneficial "book-entry" interests in those bonds.

"Auditor" means the Auditor of the County appointed pursuant to the provisions of South Dakota Codified Laws Title 7-10 or, in the absence of such appointment or in the event the person so appointed is unable or incapable of acting in such capacity, the person appointed by the County Commissioners to perform the duties otherwise performed by the Auditor, or his designee.

"Chair" means the Chair of the County Commissioners elected pursuant to the provisions of SDCL 7-8 or his or her designee acting on his or her behalf.

"Closing Date" means the date the Bonds are exchanged for value.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of Treasury promulgated thereunder as in effect on the date of issuance of the Bonds.

"Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to DTC.

"DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC system.

"DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

"Improvements" means financing County Facilities Improvements including (1) construction, renovations and equipping of the Court, County Jail, and County Law Enforcement Facilities.

"Interest Payment Dates" means such dates as set forth in the Bond Purchase Agreement.

"Letter of Representation" means the Blanket Issuer Letter of Representations to DTC of the County.

"Municipal Advisor" means Colliers Securities LLC, Pierre, South Dakota acting for and on behalf of it and such securities dealers as it may designate.

"Official Statement" and "Preliminary Official Statement" means the Official Statement and Preliminary Official Statement described in Section 8.2 hereof pertaining to the sale of the Bonds.

"Original Issue Discount or OID" means an amount by which the par value of a security exceeds its public offering price at the time of its original issuance.

"Original Issue Premium or OIP" means the amount by which the public offering price of a security at the time of its original issuance exceeds its par value.

"Outstanding," "Bonds Outstanding," or "Outstanding Bonds" means, as of a particular date all bonds issued and delivered under this Resolution except: (1) any bond paid or redeemed or otherwise canceled by the County at or before such date; (2) any bond for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the County for the benefit of the Owner thereof; (3) any bond for the redemption of which cash, equal to the redemption price thereof with interest to the redemption date, shall have theretofore been deposited with the Registrar and Paying Agent and for which notice of redemption shall have been mailed in accordance with this Resolution; (4) any certificate in lieu of or in substitution for which another bond shall have been delivered pursuant to this Resolution, unless proof satisfactory to the County is presented that any bond, for which a certificate in lieu of or in substitution therefore shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the certificate in lieu of or in substitution for which a new bond has been delivered and such new bond so delivered therefor shall be deemed Outstanding; and, (5) any bond deemed paid under the provisions of Article VII of this Resolution, except that any such bond shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of being exchanged, transferred, or registered.

"Parity Obligations" means any bond, note, certificate or other obligation of the County issued after the date hereof which is secured by general taxation.

"Person" means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

"Purchase Agreement" means the Bond Purchase Agreement or Agreements authorized pursuant to and described in Section 8.1 hereof by and between the County and the Underwriter.

"Rating Agency" means one or more of the following rating agencies: S&P Global Ratings, Moody's Investors Service Inc. and Fitch IBCA, Inc.

"Record Date" means such date or dates as set forth in the Bond Purchase Agreement.

"Registrar and Paying Agent" means the Auditor or any Registrar and Paying Agent appointed by the Auditor its successor or successors hereafter appointed in the manner provided in Article VI hereof.

"Resolution" means this Resolution as it may be amended from time to time.

"Schedule" means the schedule which indicates the principal and interest payments on the Bonds.

"County Commissioners" means the County Commissioners of the County elected pursuant to the provisions of the SDCL Chapter 7-8.

"County" means Codington County, South Dakota.

"Underwriter" means the person or firm that will purchase the Bonds directly from County for resale to investors.

"Vice-Chair" means the Vice-Chair of the County Commissioners who may act for the Chair in the absence of the Chair.

#### **Section 1.2. References to Resolution.**

**The words "hereof", "herein", "hereunder", and other words of similar import refer to this Resolution as a whole.**

#### **Section 1.3. References to Articles, Sections, Etc.**

**References to Articles, Sections, and other subdivisions of this Resolution are to the designated Articles, Sections, and other subdivisions of this Resolution as originally adopted.**

#### **Section 1.4. Headings.**

**The headings of this Resolution are for convenience only and shall not define or limit the provisions hereof.**

## **ARTICLE II FINDINGS**

### **Section 2.1.**

**It is hereby found and determined by the County Commissioners as follows:**

- (a) The principal amount of the Bonds has been authorized by voters of the County;

(b) The County hereby determines that all limitations upon the issuance of Bonds have been met and the Bonds are being authorized, issued and sold in accordance with the provisions of this Resolution and the Act.

**ARTICLE III**  
***AUTHORITY, PLEDGE, AND LEVY***

**Section 3.1. Authority.**

It is declared necessary for the County to finance County Facilities Improvements including (1) construction, renovations and equipping of the Court, County Jail, and County Law Enforcement Facilities, and (2) the costs of issuing the bonds, including, but not limited to, Underwriter's discount, credit enhancement and rating agency fees, there shall be issued pursuant to, and in accordance with, the provisions of the Act, the Bond Resolution, and other applicable provisions of law, General Obligation Bonds of the County in the aggregate principal amount of not to exceed \$29,650,000.

**Section 3.2. Pledge.**

Pursuant to Article XIII § 5 of the State of South Dakota Constitution, the County does hereby provide for an annual tax sufficient to pay principal, premium if any, and interest when due. The full faith, credit and unlimited taxing powers of said County shall be and they are hereby irrevocably pledged to the prompt and full payment of the principal of, premium, if any, and interest on each and all of said Bonds as such principal and interest respectively become due.

To provide moneys for payment of principal and interest when due, there is hereby levied upon all taxable property in said County a direct, annual ad valorem tax, to be spread with other levies of the County upon the tax rolls in an amount sufficient to produce collected taxes in an amount not less than the amount sufficient to pay principal, premium, if any, and interest when due as indicated on a debt service schedule to be attached and made a part hereof.

The proceeds of said levies are hereby appropriated to, and shall be held in a separate sinking fund and used for no purpose other than for payment of principal, premium, if any, and interest on said Bonds; provided that, if any payment of interest or principal falls due when moneys in said sinking fund are insufficient, the County shall request and the County Auditor shall spread additional levies sufficient for payment of principal, premium, if any, and interest when due or the same shall be advanced from any funds of the County to said sinking fund.

Said levies shall be irrevocable so long as any of the Bonds or interest thereon shall remain unpaid, except that the County Commissioners of the County and the Auditor shall have the power to reduce the levy as provided by state law.

A certified copy of this Resolution shall be filed with the Auditor, and this Resolution shall constitute authority to said Auditor and her successor in office to spread said levy on the tax rolls for all years on the debt service schedule.

**ARTICLE IV**  
***FORM, TERMS, EXECUTION, AND TRANSFER OF BONDS***

**Section 4.1. Authorized Bonds.**

**The aggregate principal amount of Bonds that may be issued under the Resolution shall not exceed Twenty-Nine Million Six Hundred Fifty Thousand and No/0 Dollars (\$29,650,000) and mature not to exceed 20 years after the year of issuance.**

**Section 4.2. Form of Bonds; Execution.**

(a) The Bonds are issuable only as fully registered Bonds, without coupons, in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof (but no single Bond shall represent installments of principal maturing on more than one date). All Bonds issued under this Resolution shall be substantially in the form on file with the Auditor and open to public inspection during regular business hours, and by this reference incorporated herein as fully as though copied.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name and on behalf of the County with the manual or facsimile signature of the Chair, attested by the manual or facsimile signature of the Auditor, and approved as to form and countersigned by a Resident Attorney by his manual or facsimile signature.

**(c) In the event any officer whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bonds may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Bonds, were the proper officers of the County to sign such Bonds, although on the date of the adoption by the County of this Resolution, such individuals may not have been such officers.**

**Section 4.3. Maturities, Interest Rates, and Certain Other Provisions of Bonds.**

(a) The Bonds shall become due and payable as set forth in the Bond Purchase Agreement. The Bonds may be sold with O.I.P. and/or O.I.D.

(b) The Bonds shall be designated "General Obligation Bonds, Series 2025" or such other designation as shall be determined by the County Commissioners pursuant to Section 9.1 hereof. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on Interest Payment Dates. Interest on each Bond shall be paid by wire transfer, check or draft of the Paying Agent, payable in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the Record Date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal office of

the Paying Agent on the Bond Payment Date. Each Bond shall state that it is issued pursuant to SDCL Chapters 7-24 and 6-8B.

(c) The Registrar and Paying Agent shall make all interest payments with respect to the Bonds on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registrar and Paying Agent as of the close of business on the Record Date by wire transfer, check or draft mailed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registrar and Paying Agent as the same shall become due and payable.

#### **Section 4.4. Negotiability of Bonds.**

**All Bonds issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds.**

#### **Section 4.5. Registration, Transfer and Exchange of Bonds.**

(a) The Bonds are transferable only by presentation to the Registrar and Paying Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registrar and Paying Agent shall issue a new Bond or Bonds to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registrar and Paying Agent shall not be required to transfer or exchange any Bond during the period commencing on a Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registrar and Paying Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bonds, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registrar and Paying Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. Bonds, upon surrender to the Registrar and Paying Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Bonds of the same maturity in any authorized denomination or denominations.

(b) Except as otherwise provided in this subsection, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bond. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are

held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. Unless otherwise provided herein, a Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership affected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are herein referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS THE REGISTRAR AND PAYING AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRAR AND PAYING AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registrar and Paying Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. Neither the County nor the Registrar and Paying Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registrar and Paying Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

NEITHER THE COUNTY NOR THE REGISTRAR AND PAYING AGENT SHALL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED

UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

**SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE OF TRANSFER OF OWNERSHIP OF ALL THE BONDS IS MAINTAINED IN ACCORDANCE HEREWITH, THE PROVISIONS OF THIS RESOLUTION RELATING TO THE DELIVERY OF PHYSICAL BOND CERTIFICATES SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM. IF THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL BE IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION AS SAID PROVISIONS RELATE TO DTC, THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL CONTROL.**

#### **Section 4.6. Mutilated, Lost, Stolen, or Destroyed Bonds.**

(a) In the event any Bond is mutilated, lost, stolen, or destroyed, the County may execute, and upon the request of an Authorized Officer of the County the Registrar and Paying Agent shall authenticate and deliver, a new Bond of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Bond is a replacement Bond) as the mutilated, destroyed, lost, or stolen Bond, in exchange for the mutilated Bond or in substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the Bondholder shall furnish to the County and the Registrar and Paying Agent: (1) such security or indemnity as may be required by them to save each of them harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Bond and the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, the County and the Registrar and Paying Agent may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the County and the Registrar and Paying Agent. In the event any Bond which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, the County may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the Owner thereof shall pay all costs and expenses, including attorney's fees, incurred by the County and the Registrar and Paying Agent in connection herewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the County and the Registrar and Paying Agent such security or indemnity as they may require to save them harmless and evidence to the satisfaction of the County and the Registrar and Paying Agent the mutilation, destruction, loss, or theft of such Bond and of the ownership thereof.

(b) Every Bond issued pursuant to the provisions of this section shall constitute an additional contractual obligation of the County (whether or not the destroyed, lost, or stolen Bond shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Bonds duly issued under this Resolution.

**(c) All Bonds shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.**

**Section 4.7. Authentication.**

**The Registrar and Paying Agent is hereby authorized to authenticate and deliver the Bonds to the Underwriter or as it may designate upon receipt by the County of the proceeds of the sale thereof, to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registrar and Paying Agent by the manual signature of an officer thereof on the Bond set forth herein on the Bond form.**

**Section 4.8. Qualification for DTC.**

The Registrar and Paying Agent is hereby authorized to take such actions as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by the DTC (or any of its designees identified to the Registrar and Paying Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the Owners of the Bonds, provided, however, that the Registrar and Paying Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

**Section 4.09. Underwriter.**

The Chair and Auditor, individually or jointly, are authorized to retain an Underwriter upon such terms as they approve.

**Section 4.10. Bond Counsel.**

The Chair and Auditor are authorized to retain Meierhenry Sargent LLP, Sioux Falls, South Dakota as Bond Counsel upon such terms as they approve.

**Section 4.11. Municipal Advisor.**

The Chair and Auditor are authorized to retain Colliers Securities LLC as Municipal Advisor upon such terms as they approve.

**Section 4.12. Rating Agency.**

The Chair and Auditor are authorized to retain the Rating Agency upon such terms as they approve.

**Section 4.13. Dissemination Agent.**

The County authorizes the Authorized Officer of the County to retain a dissemination agent with regard to the written undertaking authorized in Section 10.8 hereof.

**ARTICLE V**

***REDEMPTION OF BONDS PRIOR TO MATURITY***

**Section 5.1. Redemption.**

The Bonds are subject to redemption as set forth in the Bond Purchase Agreement.

**Section 5.2. Notice of Redemption.**

Notice of call for redemption, whether optional or mandatory, shall be given by the Registrar and Paying Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the bond registration records of the Registrar and Paying Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registrar and Paying Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registrar and Paying Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registrar and Paying Agent shall mail said notices, in the case of mandatory redemption of term Bonds, as and when provided herein and in the Bonds, and, in the case of optional redemption, as and when directed by the County pursuant to written instructions from an Authorized Representative of the County given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registrar and Paying Agent).

**Section 5.3. Payment of Redeemed Bonds.**

(a) If notice of redemption shall have been given in the manner and under the conditions provided in Section 5.2 hereof and if on the date so designated for redemption the Registrar and Paying Agent shall hold sufficient monies to pay the redemption price of, and interest to the redemption date on, the Bonds to be redeemed as provided in this Resolution, then: (1) the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date; (2) interest on the Bonds so called for

redemption shall cease to accrue; and, (3) such Bonds shall no longer be Outstanding or secured by, or be entitled to, the benefits of this Resolution, except to receive payment of the redemption price thereof and interest thereon from monies then held by the Registrar and Paying Agent.

(b) If on the redemption date, monies for the redemption of all Bonds or portions thereof to be redeemed, together with interest thereon to the redemption date, shall not be held by the Registrar and Paying Agent so as to be available therefor on such date, the Bonds or portions thereof so called for redemption shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and shall continue to be secured by and be entitled to the benefits of this Resolution

## ARTICLE VI

### *REGISTRAR AND PAYING AGENT*

#### Section 6.1. Appointment and Acceptance of Duties.

**The County hereby authorizes the Auditor to appoint the Registrar and Paying Agent with respect to the Bonds and authorizes and directs the Registrar and Paying Agent to maintain bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance, upon transfer, or as otherwise directed by the County, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds Outstanding and payments made with respect to interest on the Bonds. The Chair and the Auditor, or either of them is hereby authorized to execute and the Auditor is hereby authorized to attest such written agreement between the County and the Registrar and Paying Agent, as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registrar and Paying Agent. The payment of all reasonable fees and expenses of the Registrar and Paying Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.**

#### Section 6.2. Permitted Acts and Functions.

**The Registrar and Paying Agent may become the Owner of any Bonds, with the same rights as it would have if it were not a Registrar and Paying Agent. The Registrar and Paying Agent may act as an underwriter or fiscal agent in connection with the sale of the Bonds or of any other securities offered or issued by the County.**

**Section 6.3. Resignation or Removal of the Registrar and Paying Agent and Appointment of Successors.**

(a) The Registrar and Paying Agent may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least sixty (60) calendar days' written notice to the Auditor. The Registrar and Paying Agent may be removed at any time by the Auditor, provided that such removal does not constitute a breach of any contractual agreement with any such Registrar and Paying Agent, by filing written notice of such removal with such Registrar and Paying Agent. Any successor Registrar and Paying Agent shall be appointed by the Auditor and shall be a trust company or a bank having the powers of a trust company, having a combined capital, surplus, and undivided profits aggregating at least Seventy-Five Million Dollars (\$75,000,000), willing to accept the office of Registrar and Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Bond Resolution.

**(b) In the event of the resignation or removal of the Registrar and Paying Agent, such Registrar and Paying Agent shall pay over, assign and deliver any monies and securities held by it as Registrar and Paying Agent, and all books and records and other properties held by it as Registrar and Paying Agent, to its successor, or if there be no successor then appointed, to the Auditor until such successor be appointed.**

**Section 6.4. Merger or Consolidation of Registrar and Paying Agent.**

**Any corporation or association into which the Registrar and Paying Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Registrar and Paying Agent hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding. Upon any such conversion, merger, consolidation, sale or transfer, the Auditor shall have the right and option, upon notice to such converted, merged, consolidated or acquiring entity, to remove such entity and appoint a successor thereto pursuant to the procedures and requirements set forth in Section 6.3 hereof.**

**ARTICLE VII  
ADDITIONAL BONDS**

The County may issue Parity Obligations on a parity herewith. The County may also issue additional bonds which are payable from general taxes.

**ARTICLE VIII  
DEFEASANCE OF BONDS**

### Section 8.1. Defeasance of Bonds.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

- (a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registrar and Paying Agent, the principal of and interest on such Bonds as and when the same become due and payable;
- (b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registrar and Paying Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);
- (c) By delivering such Bonds to the Registrar and Paying Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registrar and Paying Agent for the payment of principal of and interest and redemption premiums, if any, on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

**Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registrar and Paying Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registrar and Paying Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registrar and Paying Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the**

extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registrar and Paying Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under South Dakota Law for the purposes described in this Section, which Bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

## **ARTICLE IX**

### ***SALE OF BONDS AND DEPOSIT OF PROCEEDS***

#### **Section 9.1. Sale of Bonds.**

The Bonds shall be sold to the Underwriter at a price set forth in the Bond Purchase Agreement. The Chair and the Auditor, or either of them, in consultation with the Underwriter, is authorized to make such changes in the structuring of the terms and sale of the Bonds as they shall deem necessary. In this regard, they, or either of them, in consultation with the Underwriter, are authorized to cause to be sold an aggregate principal amount of the Bonds less than that authorized herein, to sell in one or more series at the same or different dates, to sell any or all of the Bonds as term Bonds with annual mandatory redemption requirements which will produce substantially the same annual principal reductions as authorized herein, to change the dated date of the Bonds, and to adjust principal and interest payment dates and redemption dates of the Bonds. The form of the Bond, on file with the Auditor and open to public inspection, shall be conformed to reflect any changes, if any, as hereinbefore mentioned. The Chair and the Auditor, or either of them, are hereby authorized to execute and the Auditor is authorized to attest the Bond Purchase Agreement with the Underwriter providing for the purchase and sale of the Bonds. The Bond Purchase Agreement shall be in form and content acceptable to the Chair and Auditor, the execution thereof by either of them to constitute conclusive evidence thereof, and approved as to form and legality by the County's attorney; provided the Bond Purchase Agreement effects the sale of the Bonds in accordance with the provisions of this Resolution, and is not inconsistent with the terms hereof. The Chair and the Auditor are authorized to cause the Bonds to be authenticated and delivered by the Registrar and Paying Agent to the Underwriter and to execute, publish, and deliver all certificates and documents, including the Official Statement, and closing certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Bonds. Bond Counsel is authorized to release the Bonds in any closing.

#### **Section 9.2. Official Statement.**

The Chair, Auditor, and the Underwriter are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds (the "Preliminary Official Statement"). After the Bonds have been sold, the Chair and Auditor shall

make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission.

To comply with paragraph (b) (3) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board, the County agrees to deliver to the Underwriter, the Official Statement (which shall be a final official statement, as such term is defined in the Rule, as of its date) in an electronic format as prescribed by the MSRB.

### **Section 9.3. Disposition of Bond Proceeds.**

The proceeds of the sale of the Bonds, combined with interest earnings, shall be deposited and accredited in the fund and accounts as prescribed by the South Dakota Department of Legislative Audit and will be used by the County to financing a new Codington County Law Enforcement Center which will include the Sheriff's Office, Dispatch, 40 bed jail and jail support, furnishing and equipping of the same, and paying for costs of issuance.

### **Section 9.4. Tax Matters.**

- (a) The County covenants and agrees with the registered owners from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the basic interest on the Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.**
- (b) The Chair and the Auditor, being the officers of the County charged with the responsibility for issuing the Bonds pursuant to this Resolution are hereby authorized and directed to execute and deliver to the Underwriter thereof a Bond in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will be used in a manner that would not cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.
- (c) The County shall file with the Secretary of the Treasury a statement concerning the Bonds containing the information required by Section 149(e) of the Code.
- (d) The County does hereby designate the Bonds as "qualified tax-exempt obligations" under 26 USCA 256(b)(3).

**ARTICLE X**

**MISCELLANEOUS**

**Section 10.1. Failure to Present Bonds.**

- (a) **Subject to the provisions of Section 4.7 hereof, in the event any Bond shall not be presented for payment when the principal or redemption price hereof becomes due, either at maturity or at the date fixed for prior redemption thereof or otherwise, and in the event monies sufficient to pay such Bond shall be held by the Registrar and Paying Agent for the benefit of the Owner thereof, all liability of the County to such Owner for the payment of such Bond shall forthwith cease and be completely discharged. Whereupon, the Registrar and Paying Agent shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Bonds.**
- (b) **If any Bond shall not be presented for payment within a period of five years following the date when such Bond becomes due, whether by maturity or otherwise, the Registrar and Paying Agent shall, subject to the provisions of any applicable escheat or other similar law, pay to the County any monies then held by the Registrar and Paying Agent for the payment of such Bond and such Bond shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the County.**

**Section 10.2. Payments Due on Saturdays, Sundays, and Holidays.**

**In any case where the date of maturity or interest on or principal of any Bonds, or the date fixed for redemption of any Bonds, shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Registrar and Paying Agent are authorized by law to close, then the payment of the interest on, or the principal, or the redemption price of, such Bond need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions similar to the Registrar and Paying Agent are authorized by law to close, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.**

**Section 10.3. Miscellaneous Acts.**

The appropriate officers of the County are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications

hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Bond Resolution, or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery by the County of the Bonds.

**Section 10.4. Amendment.**

**The County Commissioners is hereby authorized to make such amendments to this Bond Resolution as will not impair the rights of the Bondholders.**

**Section 10.5. No Recourse Under Bond Resolution or on Bonds.**

**All stipulations, promises, agreements, and obligations of the County contained in the Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the County and not of any officer, director, or employee of the County in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Resolution against any officer, director, or employee of the County or against any official or individual executing the Bonds.**

**Section 10.6. Partial Invalidity.**

**If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.**

**Section 10.7. Continuing Disclosure.**

**The County hereby covenants and agrees that it will annually provide certain financial and operating information which is customarily prepared and publicly available and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission (SEC) for the Bonds. The Chair is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific**

**performance. The Chair is authorized to execute any amendments as he or she deems necessary to comply with any rules of regulations adopted by the SEC.**

**Section 10.8. Post Issuance Compliance.**

The County does hereby adopt Meierhenry Sargent Post-Issuance Compliance Policy and Tax-Advantaged Obligations and Continuing Disclosure with regard to the Bonds attached hereto. The County appoints the Auditor as its chief post issuance compliance officer.

**Section 10.9. Conflicting Resolutions Repealed.**

**All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.**

**Section 10.10. Effective Date.**

**This Resolution shall take effect from and after its adoption, the welfare of the County requiring it.**

**Motion was made by Commissioner Gabel, seconded by Commissioner McElhany, to approve said resolution and upon vote being taken the following voted AYE: Gabel, McElhany, Johnson, VanDusen and Schweer**

and the following voted NAY: None

ATTEST:

Troy VanDusen  
Chair

Brenda Hanten  
Auditor

(FORM OF BONDS)

UNITED STATES OF AMERICA  
STATE OF SOUTH DAKOTA  
CODINGTON COUNTY, SOUTH DAKOTA  
GENERAL OBLIGATION BONDS, SERIES 2025

REGISTERED

REGISTERED

No.

\$ .00

Interest Rate  
%

Maturity Date

Bond Date

CUSIP No.

Registered Owner: Cede & Co.  
55 Water Street, 1<sup>st</sup> Floor.  
New York, New York 10041  
Tax ID #13-2555119

Principal Amount

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE BOND SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law. This Bond is issued in full compliance with SDCL Chapters 7-24 and 6-8B and Resolution \_\_\_\_ adopted \_\_\_\_\_, 2025

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the Bond of authentication endorsed hereon.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by the manual or facsimile signature of its Chair of the County Commissioners of the County and to be countersigned by the manual or facsimile signature of the County Auditor all as of the Bond Date specified above.

ATTEST:

CODINGTON COUNTY, SOUTH DAKOTA

Auditor

By:

COUNTERSIGNED:

Chair

Resident Attorney

**CERTIFICATE OF AUTHENTICATION**

This Bond is a Bond of the series designated therein and has been issued under the provisions of the within-mentioned Resolution and the date of its authentication is \_\_\_\_\_, 2024.

Bond Registrar and Paying Agent

By: \_\_\_\_\_  
Authorized Officer

KNOW ALL MEN BY THESE PRESENTS: That Codington County, South Dakota (the "County"), hereby acknowledges itself to owe and for value received promises to pay Principal Amount, to the Registered Owner mentioned above in lawful money of the United States of America, together with interest thereon from the Bond Date mentioned above at the Interest Rate mentioned above. The interest hereon is payable \_\_\_\_\_, and semiannually thereafter on \_\_\_\_\_ and \_\_\_\_\_ in each year to maturity or earlier redemption by wire transfer, check or draft mailed to the Registered Owner at its address as it appears on the Bond registration books of the County maintained by \_\_\_\_\_ as Bond Registrar and Paying Agent (the "Registrar"), on the close of business on the \_\_\_\_\_ day of the calendar month (whether or not a business day) immediately preceding the interest payment date (the "Record Date"). The principal hereof due at maturity or upon redemption prior to maturity is payable at the office of Registrar upon presentation and surrender of this Bond at maturity or upon earlier redemption. The principal of, premium (if any) and interest on this Bond is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Bond is one of an authorized issue of Bonds limited in aggregate principal amount to a maximum of \$29,650,000 (the "Bonds") and was authorized by County voters at an election held November 5, 2024. Approximately 59% of the voters voted in favor of authorizing the Bonds all of like date and tenor except as to maturity, interest rates and privileges of redemption, the proceeds of this issue will be used by the County for financing County Facilities Improvements including (1) construction, renovations and equipping of the Court, County Jail, and County Law Enforcement Facilities, and (2) the costs of issuing the bonds pursuant to a resolution duly and regularly adopted by the County (the "Bond Resolution"), and are subject to all the provisions and limitations of the Resolution and Chapters 13-19 and 6-8B, South Dakota Codified Laws, as amended. The County has levied an irrevocable tax for the payment of the Bonds.

**[REDEMPTION PROVISIONS]**

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Bond Registrar in \_\_\_\_\_, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

The County and the Bond Registrar may deem and treat the registered holder hereof as the absolute owner hereof and neither the County nor the Bond Registrar shall be affected by any notice to the contrary.

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BOND OPINION

Codington County, South Dakota  
\$29,650,000 General Obligation Bonds, Series 2025

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Codington County (the "Issuer") of \$29,650,000 General Obligation Bonds, Series 2025, dated \_\_\_\_\_, 2025 (the "Bonds"). In such capacity, we have examined such law and such certified proceedings, certifications, and other documents as we have deemed necessary to give the opinions below.

Regarding questions of fact material to the opinions below, we have relied on the certified proceedings and other certifications of representatives of the Issuer and certifications of others furnished to us without undertaking to

Codington County, 03 June 2025

verify them by independent investigation. As to certain matters of law material to the opinions below, we also have relied upon certifications of public officials.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Bonds have been duly authorized and executed by the Issuer in full compliance with SDCL Chapters 7-24 and 6-8B and are valid and binding general obligations of the Issuer.

2. All taxable property in the territory of the Issuer is subject to ad valorem taxation without limitation as to rate or amount to pay the Bonds. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent the necessary funds are not provided by other sources.

3. Interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, such interest on the Bonds may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion set forth in the preceding sentence is subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes under Section 103 of the Code. The Issuer has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

4. Under existing law, the interest on the Bonds is includible in "taxable income" for the State of South Dakota income tax purposes when the recipient is a "financial institution" as defined by Chapter 10-43, South Dakota Codified Laws, according to present state laws, regulations and decisions. We express no further opinions regarding other South Dakota tax consequences arising with regard to the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights and remedies of creditors, and by equitable principles, whether considered at law or in equity.

We express no opinion herein regarding the accuracy, adequacy, or completeness of the Official Statement dated \_\_\_\_\_, 2025 relating to the Bonds. Further, we express no opinion herein regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

Meierhenry Sargent LLP

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AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE

PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

---

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

**NOTICE:** The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

## **Post-Issuance Compliance Policy for Tax-Exempt and Tax-Advantaged Obligations and Continuing Disclosure**

### **Definitions**

“Compliance Officer” means the Auditor of the Issuer.

“Issuer” means Codington County, South Dakota.

### **Statement of Purpose**

This Post-Issuance Compliance Policy (the “Policy”) sets forth specific policies of the Issuer designed to monitor post-issuance compliance:

- (i) with applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated thereunder (“Treasury Regulations”) for obligations issued by the Issuer on tax-exempt or tax-advantaged basis (“Obligations”); and
- (ii) with applicable requirements set forth in certificates and agreement(s) (“Continuing Disclosure Agreements”) providing for ongoing disclosure in connection with the offering of obligations to investors (“Offerings”), for obligations (whether or not tax-exempt/tax-advantaged) subject to the continuing disclosure requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (“SEC”) under the Securities Exchange Act of 1934.

This Policy documents practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the interest on such Obligations continue to be eligible to be excluded from gross income for federal income tax purposes or that the Obligations continue to receive tax-advantaged treatment. The federal tax law requirements applicable to each particular issue of Obligations will be detailed in the arbitrage or tax certificate prepared by bond counsel and signed by officials of the Issuer and the post-closing compliance checklist provided by bond counsel with respect to that issue. This Policy establishes a permanent, ongoing structure of practices and procedures that will facilitate compliance with the requirements for individual borrowings.

This Policy similarly documents practices and describes various procedures and systems designed to ensure compliance with Continuing Disclosure Agreements, by preparing and disseminated related reports and information and reporting “material events” for the benefit of the holders of the Issuer's obligations and to assist the Participating Underwriters (within the meaning of the Rule) in complying with the Rule.

The Issuer recognizes that compliance with pertinent law is an on-going process, necessary during the entire term of the obligations, and is an integral component of the Issuer's debt management. Accordingly, the analysis of those facts and implementation of the Policy will

require on-going monitoring and consultation with bond counsel and the Issuer's accountants and advisors.

### **General Policies and Procedures**

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

- A. The Compliance Officer shall be responsible for monitoring post-issuance compliance issues.
- B. The Compliance Officer will coordinate procedures for record retention and review of such records.
- C. All documents and other records relating to Obligations issued by the Issuer shall be maintained by or at the direction of the Compliance Officer. In maintaining such documents and records, the Compliance Officer will comply with applicable Internal Revenue Service ("IRS") requirements, such as those contained in Revenue Procedure 97-22.
- D. The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Regulations and the Treasury's Tax-Exempt Bonds Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.
- E. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

### **Issuance of Obligations - Documents and Records**

With respect to each issue of Obligations, the Compliance Officer will:

- A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents (the "Transcript").
- B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038, Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.
- C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds of such Obligations with other applicable staff members of the Issuer.

## Arbitrage

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Compliance Officer will:

- A. Confirm that a certification of the initial offering prices of the Obligations with such supporting data, if any, required by bond counsel, is included in the Transcript.
- B. Confirm that a computation of the yield on such issue from the Issuer's financial advisor or bond counsel (or an outside arbitrage rebate specialist) is contained in the Transcript.
- C. Maintain a system for tracking investment earnings on the proceeds of the Obligations.
- D. Coordinate the tracking of expenditures, including the expenditure of any investment earnings. If the project(s) to be financed with the proceeds of the Obligations will be funded with multiple sources of funds, confirm that the Issuer has adopted an accounting methodology that maintains each source of financing separately and monitors the actual expenditure of proceeds of the Obligations.
- E. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. This procedure shall include an examination of the expenditures made with proceeds of the Obligations within 18 months after each project financed by the Obligations is placed in service and, if necessary, a reallocation of expenditures in accordance with Section 1.148-6(d) of the Treasury Regulations.
- F. Monitor compliance with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- G. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.
- H. Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining in advance whether such funds must be invested at a restricted yield.
- I. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions or investments in guaranteed investment contracts.
- J. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.

- K. Monitor compliance with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.
- L. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.
- M. Arrange for timely computation and payment of “yield reduction payments” (as such term is defined in the Code and Treasury Regulations), if applicable.

### **Private Activity Concerns**

The following polices relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Compliance Officer will:

- A. Maintain records determining and tracking facilities financed with specific Obligations and the amount of proceeds spent on each facility.
- B. Maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- C. Maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.
- D. Monitor the expenditure of proceeds of an issue and investment earnings for qualifying costs.
- E. Monitor private use of financed facilities to ensure compliance with applicable limitations on such use. Examples of potential private use include:
  1. Sale of the facilities, including sale of capacity rights;
  2. Lease or sub-lease of the facilities (including leases, easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers) or leasehold improvement contracts;
  3. Management contracts (in which the Issuer authorizes a third party to operate a facility, e.g., cafeteria) and research contracts;
  4. Preference arrangements (in which the Issuer permits a third party preference, such as parking in a public parking lot);
  5. Joint-ventures, limited liability companies or partnership arrangements;

6. Output contracts or other contracts for use of utility facilities (including contracts with large utility users);
7. Development agreements which provide for guaranteed payments or property values from a developer;
8. Grants or loans made to private entities, including special assessment agreements; and
9. Naming rights arrangements.

Monitoring of private use should include the following:

1. Procedures to review the amount of existing private use on a periodic basis; and
2. Procedures for identifying in advance any new sale, lease or license, management contract, sponsored research arrangement, output or utility contract, development agreement or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.

If the Compliance Officer identifies private use of facilities financed with tax-exempt or tax-advantaged debt, the Compliance Officer will consult with the Issuer's bond counsel to determine whether private use will adversely affect the tax status of the issue and if so, what remedial action is appropriate. The Compliance Officer should retain all documents related to any of the above potential private uses.

### **Qualified Tax-Exempt Obligations**

If the Issuer issues qualified tax-exempt obligations in any year, the Compliance Officer shall monitor all tax-exempt financings (including lease purchase arrangements and other similar financing arrangements and conduit financings on behalf of 501(c)(3) organizations) to assure that the \$10,000,000 "Small Issuer" limit is not exceeded.

## **Federal Subsidy Payments**

The Compliance Officer shall be responsible for the calculation of the amount of any federal subsidy payments and the timely preparation and submission of the applicable tax form and application for federal subsidy payments for tax-advantaged obligations such as Build America Bonds, New Clean Renewable Energy Bonds and Qualified School Construction Bonds.

## **Reissuance**

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Compliance Officer will identify and consult with bond counsel regarding any post-issuance change to any terms of an issue of Obligations which could potentially be treated as a reissuance for federal tax purposes.

## **Record Retention**

The following policies relate to retention of records relating to the Obligations issued. The Compliance Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
  1. The Transcript relating to the transaction (including any arbitrage or other tax certificate and the bond counsel opinion);
  2. Documentation evidencing expenditure of proceeds of the issue;
  3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.
  4. Documentation evidencing use of financed property by public and private entities (e.g., copies of leases, management contracts, utility user agreements, developer agreements and research agreements);
  5. Documentation evidencing all sources of payment or security for the issue; and

6. Documentation pertaining to any investment of proceeds of the issue (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).
- D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS.
  - E. Keep all material records for so long as the issue is outstanding (including any refunding), plus seven years.

### **Continuing Disclosure**

Under the provisions of SEC Rule 15c2-12 (the “Rule”), Participating Underwriters (as defined in the Rule) are required to determine that issuers (such as the Issuer) have entered into written Continuing Disclosure Agreements to make ongoing disclosure in connection with Offerings subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the Transcript for each issue of related obligations will include a Continuing Disclosure Agreement executed by the Issuer.

In order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the Compliance Officer will, if and as required by such Continuing Disclosure Agreements:

- A. Assist in the preparation or review of annual reports (“Annual Reports”) in the form required by the related Continuing Disclosure Agreements.
- B. Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days (e.g., 365 days) following the end of the Issuer’s fiscal year (the “Annual Report Due Date”), as provided in the related Continuing Disclosure Agreements.
- C. Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board (“MSRB”) through the Electronic Municipal Market Access (“EMMA”) System at [www.emma.msrb.org](http://www.emma.msrb.org) in the format prescribed by the MSRB.
- D. Monitor the occurrence of any “Material Event” (as defined in the Continuing Disclosure Agreements) and timely file notice of the occurrence of any such Material Event in the manner provided under the Continuing Disclosure Agreements. To be timely filed, such notice must be transmitted within 10 days (or such other time period as set forth in the Continuing Disclosure Agreements) of the occurrence of such Material Event.

- E. Ensure timely dissemination of notice of any failure to perform under a Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement.
- F. Respond to requests, or ensure that the Issuer Contact (as defined in the Continuing Disclosure Agreement) responds to requests, for information under the Rule, as provided in the Continuing Disclosure Agreements.
- G. Monitor the performance of any dissemination agent(s) engaged by the Issuer to assist in the performance of any obligation under the Continuing Disclosure Agreements.

PASSED and ADOPTED by the Codington County, this 3<sup>rd</sup> day of June, 2025.

Troy VanDusen  
Chair of the County Commissioners

ATTEST:

Brenda Hanten  
Auditor

**MEMORANDUM OF UNDERSTANDING WITH HAMLIN COUNTY FOR VETERAN SERVICES**

Motion by Johnson, second by Gabel to authorize chair to sign Memorandum of Understanding with Hamlin County for Veteran Services, Veterans Service Officer, Todd Rose, informed the Board that this agreement will be effective January 1, 2025 through December 31, 2025, Hamlin County will supplement Codington County in the amount of \$13,000.00, prior to the next supplement due in January 2026 for the period January 1, 2026 through December 31 2026, the MOU and Operational Agreement will be reviewed and a new MOU and OA will be signed; all voted aye; motion carried.

**VETERAN'S SERVICE OFFICER LETTER OF RESIGNATION**

Motion by Johnson to accept, the letter of resignation submitted by Veteran Service Officer, Todd Rose, effective October 1, 2025; second by Gabel; all present voted aye; motion carried. Mr. Rose expressed his thanks to the Board for the opportunity to serve in this position.

**VETERAN'S SERVICE OFFICE DEPUTY VETERAN'S SERVICE OFFICER REVISED JOB DESCRIPTION**

Motion by Gabel, second by Schweer, to approve revised Deputy Veteran's Service Officer job description in the Veteran's Service Office; all voted aye; motion carried.

**FULL TIME DEPUTY VETERAN'S SERVICE OFFICE POSITION**

Motion by Johnson, second by McElhany, to advertise and fill a full-time Deputy Veteran's Service Office position in the Veteran Service Office, this will be a pay grade 40, step 1 - \$28.65/hr.; all voted aye; motion carried.

**TIME KEEPING HARDWARE AND SUPPORT**

Motion by McElhany, second by Gabel, to approve quote for time keeping hardware and support, for the County’s new time keeping system to be implemented, in the amount of \$12,494.21, from TCP Software, Inc.; all voted aye; motion carried.

**MARKETING CONTRACT FOR COSSUP GRANT**

Motion by Gabel, second by McElhany, to approve Marketing Contract with Production Monkeys for the COSSUP Grant, Substance Use and Justice Programs Coordinator, Angie Collignon, informed the Board that the costs associated with this contract will be expended from the COSSUP Grant and no County funds will be used; all voted aye; motion carried.

**SUBAWARD CONTRACT FOR EVALUATION SERVICES FOR COSSUP GRANT**

Motion by Gabel, second by Johnson, to approve Evaluation Services for COSSUP Grant with RULO Strategies, LLC for the COSSUP Grant, Substance Use and Justice Programs Coordinator, Angie Collignon, informed the Board that the costs associated with this contract will be expended from the COSSUP Grant and no County funds will be used; all voted aye; motion carried.

**PERSONNEL CHANGES**

Motion by Johnson, second by Gabel, to approve the following personnel change: Jay Roberts, promotion from Deputy Veteran’s Service Officer to Veteran’s Service Officer, effective 8-01-2025, Grade 55 step 1/\$34.74 hr./\$6,044.76 month; all voted aye; motion carried.

**TRAVEL REQUEST**

Motion by Johnson, second by McElhany, to approve the following travel request: State’s Attorney Office staff to attend Equalization Appeals; all voted aye; motion carried.

**OPEN**

**Commission Comments** – Commissioner Johnson reported that he will be attending the SD Retirement meeting and mentioned that July 1, 2025 will be an 1.7% pay raise to SD Retirement.

**ADJOURNMENT**

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

ATTEST:

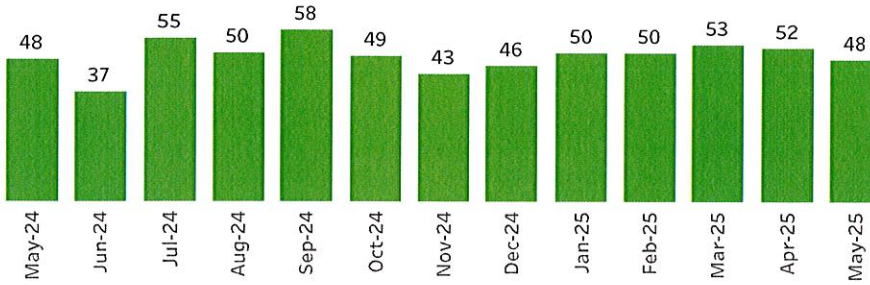
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Brenda Hanten  
Codington County Auditor

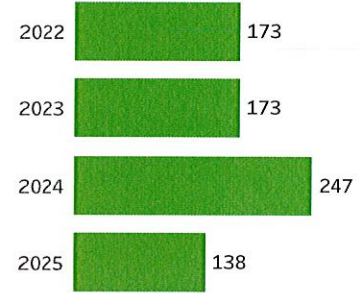
Codington County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of service.  
Published once at the total approximate cost of \$ \_\_\_\_\_



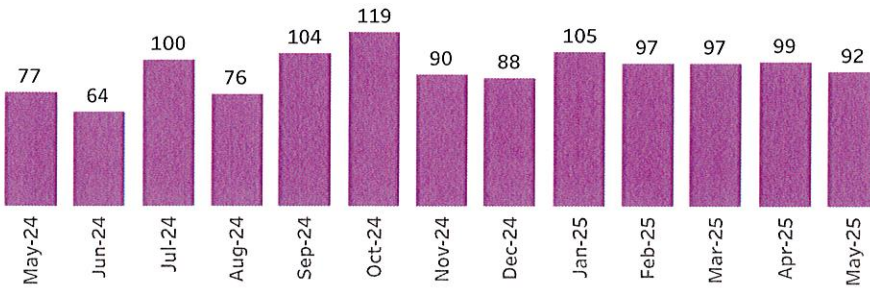
### Unique Individuals Served by Month



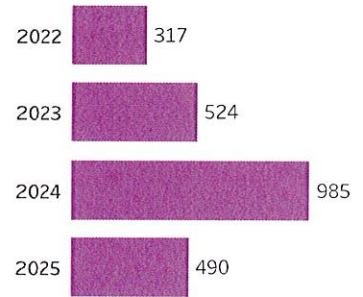
### Unique Individuals Served by Year



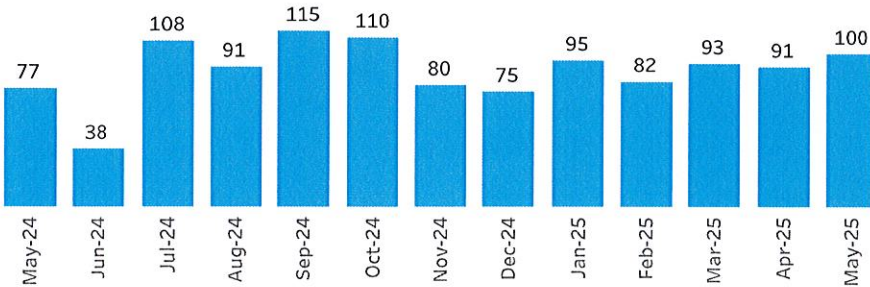
### Services Recorded by Month



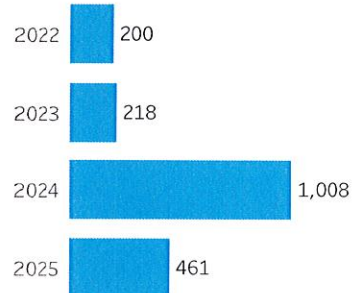
### Services Recorded by Year



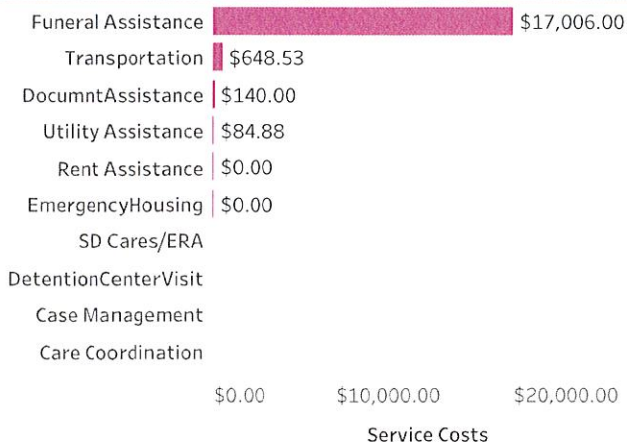
### Total Client Contacts by Month



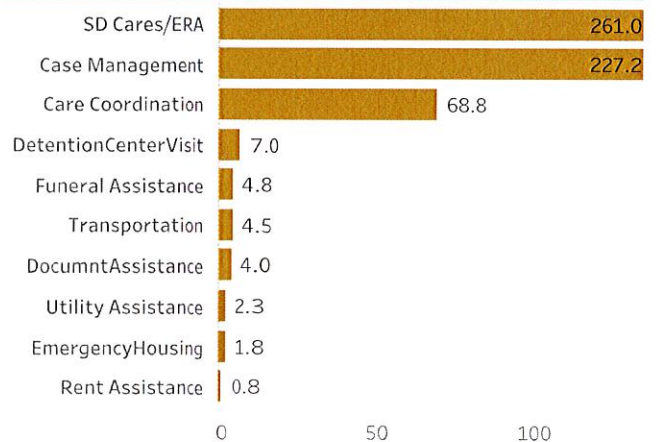
### Total Client Contacts by Year



### YTD Costs



### YTD Time Spent on Services (hours)



### Completed Services

	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
Case Management	41	32	52	40	61	86	71	67	84	62	62	56	64
Care Coordination	11	12	32	19	20	19	10	12	13	19	23	35	16
DetentionCenterVisit	8	5	5	3	4	3	3	6	1	6	4	2	6
Transportation	2		4	7	10	3	3	1	3	1	1	2	2
DocumntAssistance		1		1	2		1		1	1	1	2	1
Utility Assistance		1	1			1			1		1		
SD Cares/ERA								1	1	1	1	1	
Rent Assistance	4	1	1		2				1				
Mental Health Hold				1									
Medical Bills					1								
Funeral Assistance			1	1		4				3	1		
EmergencyHousing	3	2	1	2	1					2		1	

### Completed Referrals

	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
HSA		2					2			1			1
Brothers & Sisters Behind Bars		2	2								1	1	1
Beacon Center				1							1		
Access Ministries				1							1		
Coordinated Entry System (CES)	4	1	2						2				
WIC	1												
Veteran ESG													
Medical Provider								1					
Transit				1				1					
DOL	4			3		1		1					
ICAP	2	2							2	1			
Other	1				3				1	1			
Salvation Army	3	2	4		1				1	2	1	1	
CARES	7	6	9	2	3	1	1	1	3				1
Watertown Housing Authority	7	5	9	2	2	2		1	2				1
Energy Assistance	1	1	2		2	4		1	2				1
Social Security			1		1			1					1
Vocational Rehab								1	2		1	2	
DSS	4		3	3	1			1	1				2

### Contacts YTD

	2025					Total
	Jan	Feb	Mar	Apr	May	
Appointment	80	68	70	78	84	380
Walk In	12	7	18	11	10	58
Phone	2	7	5	2	5	21
Email					1	1
Mail	1					1



## DIVISION OF FAMILY & COMMUNITY HEALTH

Office of Family Nutrition Services

May 19, 2025

Dear County Commissioners,

Thank you for your continued support of the Women, Infants, and Children (WIC) Program in your county. As we move into Fiscal Year 2026, the Office of Family Nutrition Services (OFNS) is implementing a revised payment model for counties. Below is a summary of the key changes:

- 1. Transition from Per-Participant to Hourly Payment:**  
The payment structure is shifting from a per-participant model to an hourly rate, offering greater funding stability and predictability.
- 2. Hourly Rate Implementation:**  
Counties will now be reimbursed at an hourly rate of **\$21.65 plus 50% of benefits** (FICA, Medicare, retirement, health/life/vision insurance, and worker's compensation). This rate aligns with the State WIC Public Health Assistant (WPHA) standard.
- 3. Guaranteed Monthly Payment:**  
Counties will receive a consistent, **guaranteed monthly payment** from OFNS, regardless of fluctuations in caseload.
- 4. Monthly Expenditure Reporting:**  
Counties must continue submitting **monthly travel and training expenses** through the Monthly Expenditure Report. These costs will remain variable and will be reimbursed accordingly. **Time sheet** submission is required with the Monthly Expenditure Report to verify hours worked.
- 5. Weekly Activity Report:**  
The Weekly Activity Report is a breakdown of time spent each day providing WIC services. Please review section 3.e.xv.b of the contract for further details.
- 6. Quarterly Inventory requirements:**  
Counties will be required to submit a **Quarterly Inventory** of State-owned equipment in their possession. Please refer to section 3.d of the contract for complete details.
- 7. Statewide Service Focus:**  
The WPHA will continue to provide services throughout South Dakota, prioritizing areas where the need is greatest.

The total contract amount for **Codington County** will be: **\$54,808.76**.

We recognize that this represents a significant change and are here to support you throughout the transition. If you have any questions or require further clarification, please don't hesitate to reach out.

Sincerely,

Kayla Aman, RDN, LN, Grants and Contract Manager  
Office of Family Nutrition Services

Cc: Rhonda Buntrock, Administrator  
Kalee Werner, Deputy Division Director

xxx County  
Weekly Activity Report

to \_\_\_\_\_ NAME \_\_\_\_\_

Total Hours \_\_\_\_\_ 0

Week Dates: \_\_\_\_\_

Clinic: \_\_\_\_\_

Date	Client Services	Nutrition Education	Breastfeeding	Program Management	Total Number of Hours	Comments
1/0/1900					0	
1/1/1900					0	
1/2/1900					0	
1/3/1900					0	
1/4/1900					0	
1/5/1900					0	
1/6/1900					0	
Totals	0	0	0	0	0	

The shaded cells are where you can add data. The white areas are locked so you will be unable to delete the formulas.

Dates", enter the 1st date of the new pay period and all the dates throughout the rest of the workbook will prefill.

the weeks' combined data. If there is no data for week 5 due to a 4 week pay period, it will not affect totals.

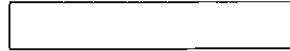
The print area and margins are properly set up for printing.

Minutes	Hours
6	0.1
12	0.2
18	0.3
24	0.4
30	0.5
36	0.6
42	0.7
48	0.8
54	0.9
60	1.0

Signature \_\_\_\_\_ Date \_\_\_\_\_

I declare and affirm under the penalties of perjury that this weekly activity report has been prepared and reviewed by me, and to the best of my knowledge and belief, is in all things true and correct for electronic signature authorized by SDCI-53-12.

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF HEALTH  
Sub-Recipient Agreement  
Between**



Codington County  
14 1st Avenue SE  
Watertown, SD 57201

South Dakota Department of Health  
Family & Community Health  
Family Nutrition Services  
600 E. Capitol Avenue  
Pierre, SD 57501-2536  
(605) 773-3361

Referred to as "Consultant"

Referred to as "State"

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

**A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS**

**1. FEDERAL AWARD IDENTIFICATION**

Information for the Federal Award Identification, as described in 2 CFR 200.331 is inserted below. In the event of a change in the award of funding source, the information inserted below may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

**1.1. Subrecipient Information**

- a. Sub-recipient's name, City, State, and Zip+4 (which must match the name associated with its unique entity identifier – Nine-Digit Zip Code is Required):  
Codington County, Watertown, SD 57201
- b. Sub-Recipient's unique entity identifier (UEI): XWDVUSNZBCM5
- c. Federal Award Identification Number (FAIN): 243SD708W1003
- d. Federal Award Date: 10/1/2024
- e. Sub-award Period of Performance: 6/1/2025 to 9/30/2025
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: \$18,269.59
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: \$0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance: \$18,269.59
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:  
The purpose of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) program is to provide supplemental foods and nutrition

education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through Local Agencies at no cost to eligible persons.

- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: United States Department of Agriculture – Food and Nutrition Services (USDA – FNS), South Dakota Department of Health (SD-DOH), Rhonda.Buntrock@state.sd.us
- k. ALN No(s) and Name(s): Is the grant award for research and development (R&D)?  
YES            NO
- l. Department of Health Indirect Cost Rate for federal award:  
07/01/2024 to 06/30/2025 = 2.8%  
07/01/2025 to 06/30/2026 = 6.3%

## 1.2 Subrecipient Information

- a. Sub-recipient's name, City, State, and Zip+4 (which must match the name associated with its unique entity identifier – Nine-Digit Zip Code is Required): Codington County, Watertown, SD 57201
- b. Sub-Recipient's unique entity identifier (UEI): XWDVUSNZBCM5
- c. Federal Award Identification Number (FAIN): 253SD708W1003
- d. Federal Award Date: 10/1/2025
- e. Sub-award Period of Performance: 10/1/2025 to 5/31/2026
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: \$ 36,539.17
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: \$ 0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance: \$ 36,539.17
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: i.  
The purpose of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through Local Agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: United States Department of Agriculture – Food and Nutrition Services (USDA – FNS), South Dakota Department of Health (SD-DOH), and Rhonda Buntrock and Rhonda.Buntrock@state.sd.us
- k. ALN No(s) and Name(s): 10.557 and Special Supplemental Nutrition Program for Women, Infants, and Children.
- l. Is the grant award for research and development (R&D)? YES            NO
- m. Department of Health Indirect Cost Rate for federal award:  
07/01/2024 to 06/30/2025 = 2.8%

07/01/2025 to 06/30/2026 = 6.3%

## 2. PERIOD OF PERFORMANCE OF THIS AGREEMENT

This agreement shall be effective on June 01, 2025 and will end on May 31, 2026, unless sooner terminated pursuant to the terms hereof.

## 3. SCOPE OF WORK AND PERFORMANCE PROVISIONS

- a. Sub-recipient is not a full or part-time employee of State or any agency of the state of South Dakota.
- b. Sub-recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
- c. Sub-recipient will not purchase capital assets or equipment using State funds.
- d. Sub-recipient may use the following equipment, supplies or facilities owned by the state of South Dakota for the purpose of this contract only.
  - i. The contractor will use a State owned laptop and other ancillary equipment.
  - ii. Sub-recipient must maintain a current inventory of the State-owned equipment in their possession and provide the inventory to the State quarterly.
    - a. Quarterly inventory will be due by the 10th of March, June, September, and December.
    - b. Sub-recipient will be required to use their personal vehicle for work (which will be reimbursed at the State of South Dakota's defined rate). In addition, some use of travel in State-owned vehicles may be required at the State's discretion. All sub-recipients will be covered by sub-recipient's insurance policies.
- e. The Sub-Recipient will undertake and complete the work or performance described as:
  - i. Assist and support State in complying with Federal Funding Accountability and Transparency Act (FFATA) requirements by providing any and all information the State must report to be compliant with FFATA. More information about FFATA reporting requirements can be found at [www.fdrs.gov](http://www.fdrs.gov).
  - ii. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Sub-recipient non-compliance or failure to comply with provision 3.(E) (i) above. Sub-recipient understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Sub-recipient's failure to supply State with any requested information necessary to comply with FFATA.
  - iii. Will comply with the terms and conditions of the Department of Health and Human Services (HHS) Grant Policy Statements found at: [www.hhs.gov](http://www.hhs.gov) and [45 CFR part 75 – Uniform Administrative Requirements, Cost Principles and Audit Requirements](#)

- iv. Will comply with the terms and conditions of the Child Nutrition Act of 1966 which WIC is section 1786: [7 CFR 246; The Healthy, Hungry-Free Kids Act of 2010](#); and [CFR 246](#)
- v. Sub-recipient agrees the qualifications of personnel assigned to perform services shall meet State's staffing standards and be available for review by State.
- vi. Sub-recipient agrees to take regional and local demographics into account when evaluating applicant for the position. Applicants should reside within a reasonable distance (not more than 30 miles) from the clinic where they will primarily provide services. This is to ensure accessibility and alignment with community needs.
- vii. Sub-recipient agrees to carry out all administrative and supervisory responsibilities, including fiscal management for this contractual agreement. The Dietitian Manager will collaborate closely with the sub-recipient in conducting performance evaluations and when necessary, administering disciplinary actions. See Attachment A – Position Description.
- viii. On occasion, the State may be granted Administrative Leave by the Governor. The Sub-recipient retains the discretion to determine how leave will be administered in such instances, if applicable.
- ix. Allow for flexible scheduling to accommodate participants. Work may be requested before or after 8-5 hours and Saturdays.
- x. Regular travel to local agency and satellite sites, including overnight stays, may be required for service delivery, training, or meetings.
- xi. Lifting up to fifty (50) pounds is required to do scale calibration and do anthropometric measurements of infants and children.
- xii. Effectively communicate to support the development of collaborative working relationships with applicants, participants, families, co-workers, and community partners.
- xiii. Work directly with participants providing empathy, initiative, and professionalism. Will work both autonomously and cooperatively with his/her team to help achieve strategic goals.
- xiv. Sub-recipient agrees to require its staff involved in delivering the services designated in the Contract to participate in a complete State sponsored training for those services and related policies. Complete new employee initial per policy and procedure.
- xv. Subrecipient agreed to allow and assure employees providing WIC services designated in this contract attend and participate in required training to remain effective/efficient in their roles.
  - a. Civil Rights
  - b. Self-Assessment
  - c. SD WIC-IT Training/Updates
  - d. Regional Trainings
  - e. Cyber Security Training
  - f. HIPAA Training
  - g. Annual Nutrition Training
  - h. Annual Breastfeeding Training

- xvi. Submit monthly documentation to support expenditures. This will include timesheets, Monthly Expenditure Reports, and Weekly Activity Reports. See Attachment B – Monthly Expenditure Report and Attachment C – Weekly Activity Report.
  - a. Monthly Expenditure Report provides documentation for expense incurred related to the WIC program.
    - i. Provide on or around 7th of month monthly expenditure reports for expenses incurred utilizing the attached monthly expenditure form and Attachment D – Budget information, except for the month of June. All invoices to close out the contract period must be received before June 9th. See Attachment B – Monthly Expenditure Report.
  - b. Weekly Activity Report is a breakdown of time spent in each of the following categories: Nutrition Education, Breastfeeding, Client Services, and Program Management. See Attachment D – Nutrition Time Coding.
    - i. Provide on or around the 7th of the month, the previous months Weekly Activity Reports to the State.
- xvii. Sub-recipient agrees to comply with and provide services listed below in accordance with federal regulations, and State Program Specific Policy and Procedure, including ongoing program memos and policy revisions.
- xviii. Sub-recipient agrees to:
  - a. Maintain complete, accurate, documented, and current accounting of all program funds received and expended.
    - i. Have sub-recipient staff provide on or around the 7th of the month a monthly report to the Dietitian Manager that includes summary of services provided.
    - ii. Locations served.
    - iii. Outreach and training activities.
    - iv. Feedback on position.
  - b. Maintain and have available for the State’s review and audit, all documentation associated with administering this contract. All WIC participants files are property of the State.
  - c. Maintain on file and allow access to all records and staff by authorized State and Federal personnel from the specific program for program evaluation and monitoring purposes.
  - d. Safeguard and maintain the confidentiality of applicants and participants and protect records from loss or use by unauthorized persons.
  - e. Sub-recipient further agrees that the contents of WIC records shall not be disclosed to anyone other than person directly connected with the administration or enforcement of the program. Persons directly connected with the administration or enforcement of the program whom the state agency determines has a need to know the information for program purposes is outlined in the SD WIC Policy and Procedure Manual 1.09.

- xix. Use State funds exclusively for:
    - a. Completing all duties designated in this contract.
    - b. Completing the duties of the position outlined in Attachment A – Position Description.
    - c. WIC Services
      - i. An approximate annual budget is determined for the sub-recipient. FY2026 reimbursement will be a standard hourly rate of \$21.65 plus 50% of benefits (FICA, Medicare, retirement, health/life/vision insurance, and worker’s compensation) for a full-time employee. This rate is reviewed annually during budget determination.
      - ii. Submit monthly documentation to support expenditures. This will include timesheets, Monthly Expenditure Reports, and Weekly Activity Reports. See Attachment B – Monthly Expenditure Report and Attachment C – Weekly Activity Report.
      - iii. Reimbursement for per diem, mileage and lodging for staff attending WIC training is in accordance with the State of South Dakota’s defined rate. State rates for these items are included on the expenditure report.
  - xx. Sub-recipient agrees to provide appropriate office space for delivering WIC services that can be used to provide all duties designated in this contract and must allow for participant confidentiality to be maintained.
  - xxii. When the sub-recipient is or will be without staff for an extended period of time (for example, hiring a new employee is taking longer than expected or current employee is out on maternity leave or extended leave due to recovering from surgery, etc.), sub-recipient will work with the Dietitian Manager to arrange for coverage.
  - xxiii. The Dietitian Manager may request support to cover another county or state site that is without staff. This is provided by the county at the county’s discretion. If the sub-recipient provides coverage for another clinic, the sub-recipient will be reimbursed for mileage, hotels and meals at the State of South Dakota’s defined rates.
- f. If the State will undertake or complete any work or performance under this Agreement it is described as follows:
- i. State will pay, upon the State’s satisfaction that the payments are in accordance with all terms of the contract, up to \$ 54,808.76. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used.
  - ii. TOTAL CONTRACT AMOUNT (Not to Exceed) \$ 54,808.76. Payment will be made consistent with SDCL Ch. 5-26.

- iii. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported. However, the final invoice of the State of South Dakota fiscal year, ending every year on June 30th, shall be submitted no later than June 9th so payment may be made in the same Fiscal Year as the services are provided.
- iv. State agrees to:
  - a. Administer the WIC Program in accordance with federal regulations and United States Department of Agriculture (USDA), Food and Nutrition Services and the policies and procedures established by the State governing the WIC Program.
  - b. State agrees to provide and maintain software, and other related items, for Subrecipient.

4. BASIS FOR SUBAWARD AMOUNTS

This grant is made for the purpose of providing services on behalf of the Supplemental Nutrition Program for Women, Infants, and Children (WIC) Program.

Amount provided by State/Grantor is	\$54,808.76
Amount matched by Sub-Recipient	\$ 0.00
Total Grant Amount	\$ 54,808.76

Dollars provided by State consist of the following:

Non-Federal State dollars	\$ 0.00
Federal dollars	\$ 54,808.76

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has

the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

## 6. RETENTION AND INSPECTION OF RECORDS

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

## 7. AUDIT REQUIREMENTS

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit  
A-133 Coordinator  
427 South Chapelle  
500 East Capitol  
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the ninth month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

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

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency

has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

## 8. CLOSEOUT

- a. The Sub-Recipient shall submit the following required report(s) to the State within 30 days following the period of performance end date.
  - 1) Closeout report
  - 2) Programmatic report: Required
  - 3) Performance report: Not Required
  - 4) Technical report: Not Required
  - 5) Financial report: Required
  - 6) Inventory report for capital acquisitions over \$5,000: Not Required
- b. Within 30 days of the period of performance end date, the subrecipient must return any unspent funds or overpayments.
- c. All expenditure activity must be completed prior to the submission of the final report.

## B. STANDARD CLAUSES

### 1. ASSURANCE REQUIREMENTS

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

assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

## 2. COST PRINCIPLES

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

## 3. TERMINATION

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

## 4. CERTIFICATIONS

### i. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

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

### ii. COMPLIANCE WITH SDCL ch 5-18A

Contractor certifies and agrees that the following information is correct:

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

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

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

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

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

iv. CERTIFICATION OF NO STATE LEGISLATOR INTEREST

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

5. FUNDING

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

6. ASSIGNMENT AND AMENDMENT

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

7. CONTROLLING LAW

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

8. SUPERCESSION

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

9. SEVERABILITY

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

10. NOTICE

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Sub-Recipient Contact Person on behalf of the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed

to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

#### 11. SUB-CONTRACTORS/SUB-RECIPIENTS

The Sub-Recipient will not use sub-contractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or Sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and Sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, Sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and Sub-recipients. The Sub-Recipient is required to assist in this process as needed.

#### 12. STATE'S RIGHT TO REJECT

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

#### 13. CONFLICT OF INTEREST

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

#### 14. TERMS

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

## C. AGENCY OR GRANT SPECIFIC CLAUSES

### 1. PROPERTY MANAGEMENT STANDARDS:

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

### 2. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

### 3. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Sub-Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

### 4. WORK PRODUCT:

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

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to

reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

5. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

6. HOLD HARMLESS:

The Sub-Recipient agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

7. INSURANCE:

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

i. Commercial General Liability Insurance:

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

ii. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

Sub-Recipient agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than one million dollars (\$1,000,000).

iii. Business Automobile Liability Insurance:

Sub-Recipient shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) for each accident. This insurance shall include coverage for owned, hired and non-owned vehicles.

iv. Worker's Compensation Insurance:

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

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

8. CONFIDENTIALITY OF INFORMATION:

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

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

Confidential Information shall not include information that:

- A. was in the public domain at the time it was disclosed to Sub-Recipient, and any person or entity affiliated with Sub-Recipient;

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

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

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

Sub-Recipient will enforce the terms of this Confidentiality Provision to its fullest extent.

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

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

#### 9. FEDERAL AND STATE LAWS:

Sub-Recipient agrees that it will comply with all federal and state laws, rules, and regulations that may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as provided by state or federal law.

#### 10. REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:

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

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

#### 11. FORCE MAJEURE:

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

#### 12. CONTRACT ORIGINAL AND COPIES:

An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Sub-Recipient.

- A. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- B. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- C. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small

business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### D. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

1. A conflict of interest policy is enforced within the recipient's or Sub-recipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or Sub-recipient's website;
3. An effective internal control system is employed by the recipient's or Sub-recipient's organization; and
4. If applicable, the recipient or Sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or Sub-recipient's website.
5. Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

In the event of a significant change in the conflict of interest policy, Sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

Furthermore, pursuant to SDCL § 1-56-10, if a conflict of interest is identified as outlined by your organization's conflict of interest policy, you are required to disclose the conflict to the Department of Health for display on the website created pursuant to SDCL § 1-27-45.

#### ***THE FOLLOWING MUST BE COMPLETED BY THE SUB-RECIPIENT:***

- 1) Is your organization required to file the Internal Revenue Service Form 990?

Yes  No

If you answered "YES," in the space provided below, please provide the link to your website where this information can be found.

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2) Is your organization subject to compliance with the federal Single Audit Act?

Yes  No

If you answered "YES," in the space provided below, please provide the link to your website where the audits can be found.

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3) Have any conflicts of interest been identified pursuant to your organization's conflict of interest policy?  Yes  No

If you answered "YES," in the space provided below, please list any and all identified conflicts of interests.

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E. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by signing below.

Director Family & Community Health Department of Health	Date	Sub-Recipient Signature	Date
		Troy VanDusen	
		Print or Type Sub-Recipient Name	
Darcy McGuigan, Director Division of Finance Department of Health	Date	bhanten@codington.org	Sub-Recipient Email

State Program Contact Person Phone	Rhonda Schelling 605-367-4913
State Fiscal Contact Person Phone	Contract Accountant 605 773-3361
Sub-Recipient Program Contact Person  Phone	Codington County %County Auditor 14 1st Ave SE Watertown, SD 57201
Sub-Recipient Program Email Address	 
Sub-Recipient Fiscal Contact Person Phone	 
Sub-Recipient Fiscal Email Address	 

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

**For Agency Use Only:**

0904004-113WC \$54,808.76

Title - Sub-Recipient-FY2025.docx

06/2024 - initials

|

EM - approval date

## WIC Services

### Nutrition Coding Structure

Category	Definition
Breastfeeding	<p>Time spent in:</p> <ul style="list-style-type: none"> <li>• Initial and follow-up secondary breastfeeding education/counseling activities</li> <li>• Referrals to breastfeeding specialists (Peer counselors, CLC, IBCLC, DBE, etc.)</li> <li>• Activities related to manual and electric breast pumps and breastfeeding aids including ordering, maintenance, inventory</li> <li>• Client breastfeeding education and follow-up.</li> <li>• Promotion or support of activities relating to breastfeeding</li> <li>• Breastfeeding training and professional updating</li> <li>• Travel related to breastfeeding activities</li> <li>• Providing technical assistance to WIC clinic staff relate to breastfeeding</li> <li>• Developing, implementing, and evaluating SCOOP content related to breastfeeding</li> </ul>
Client Services	<p>Conducting WIC certifications, mid-cert assessments, I-evals and follow-up, benefits issuance, and documentation. <u>Does not include initial nutrition counseling activities.</u></p> <p>Includes time for the following:</p> <ul style="list-style-type: none"> <li>• Scheduling, generating, and loading WIC-IT schedules</li> <li>• Completing pre-certification, verifying proofs of residency, identity, and income eligibility; explaining client agreement</li> <li>• Health and nutrition assessments, screening for drug and other harmful substances use, making &amp; following up on referrals</li> <li>• Prescribing and issuing supplemental foods</li> <li>• Providing instructions on eWIC card, benefit purchases and use of food guide, WIC app. Following up on unused eWIC benefits.</li> <li>• Assessing caseloads for counseling needs</li> <li>• Food package changes, special formula activities including consultation with physicians, staff; ordering and reporting of special formulas.</li> <li>• Follow up on participant misuse. Includes meeting with the participant, correspondence, follow-up activities and documentation.</li> <li>• Travel related to client services</li> </ul>
Nutrition Education	<p>Time spent</p> <ul style="list-style-type: none"> <li>▪ Providing nutrition counseling and facilitating goal setting with participants during certification appointments. Counseling related to participant's nutritional risk or dietary status (including education related to food packages, special formula).</li> <li>▪ Internal consultations and documentation reviews based on position and scope of practice. (Nutrition Educator and Licensed Nutritionist)</li> <li>▪ Developing, implementing, and evaluating SCOOP content related to nutrition and outreach.</li> <li>▪ Developing displays, client education materials and lesson plans, monthly nutrition education to clients, and completing nutrition education reports.</li> <li>▪ Nutrition follow-up counseling including contacts made by telephone, email, text, tele-nutrition, virtual platforms, and mail.</li> <li>▪ Follow-up of referrals and conditions requiring further assessment or monitoring as outlined in the nutrition care plan such as failure to thrive, PKU, anthropometric, biochemical, or other medical or nutritional risks.</li> <li>▪ Nutrition orientation/training, professional updating. Technical assistance, training and updates related to nutrition education for WIC staff</li> <li>▪ Travel related to nutrition education</li> <li>▪ Wichealth.org promotion, explanation, and follow-up</li> <li>▪ WIC Library – explanation to participants</li> </ul>

Program Management	<p>Time spent in general activities for WIC not specific to one client such as:</p> <ul style="list-style-type: none"><li>• Networking, marketing, partnership building, and community collaboration to assess public health needs and promote WIC services</li><li>• Orientation, training, (excluding breastfeeding training and nutrition training) professional updating, reading emails, memos, and manuals</li><li>• Participation in regional and state workgroups/teams: Formula, SCOOP, Quarterly nutrition calls, Quarterly Clerical/PHA calls, etc.</li><li>• Attending local, regional meetings, and program meetings and conferences related to WIC services (excluding breastfeeding and nutrition education)</li><li>• Reports, Quality Assurance and Quality Improvement activities</li><li>• Updating local agency Resource Referral list. Developing schedule templates</li><li>• Travel related to program management activities</li><li>• Inventories: formula, eWIC cards</li><li>• Education/training and technical assistance to staff (excluding breastfeeding and nutrition focused)</li></ul>
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**FY26 SD DEPARTMENT OF HEALTH-WIC PROGRAM MONTHLY EXPENDITURE REPORT**

WIC LOCAL AGENCY (County Name):  
TOTAL CONTRACT BUDGET:

Codington County  
\$54,808.76

Contract #:

26SC091319

MONTH/YEAR SERVICES PROVIDED:

**ACTUAL EXPENDITURES FOR REPORTING MONTH**

**CLERICAL TRAINING EXPENSES - TRAINING PROVIDED (113WC)**

Duty	Date & Detail	Total Hours	Rate Per Hr.	Total
SD WIC WPHA			\$ 21.65	\$ -
Other Train/Travel			\$ 21.65	\$ -
Other Train/Travel			\$ 21.65	\$ -
<b>Total Travel &amp; Training Time Reimbursement</b>				<b>\$ -</b>

**Benefits Expenses**

SD WIC FIT/FICA	
Other FIT/FICA	\$ -
SD WIC Retirement	\$ -
Other Retirement	\$ -
Health Insurance	\$ -
<b>Total Benefits Expenses</b>	<b>\$ -</b>

**MEALS - meals cannot exceed state rates provided below**

	# of each	State Rate	Total
Breakfasts		\$ 6.00	
Lunches		\$ 14.00	\$ -
Dinners		\$ 20.00	\$ -
<b>Total Meals Reimbursement</b>			<b>\$ -</b>

Leave before 5:31AM or Return after 7:59AM  
Leave before 11:31AM or Return after 12:59PM  
Leave before 5:31PM or Return after 7:59PM

**LODGING**

Effective October 1, 2024 \$110.00 per night			
Date	# of nights	Rate	Total
		\$ 110.00	
		\$ -	
<b>Total Lodging Reimbursement</b>			<b>\$ -</b>

**MILEAGE - state rate is \$.67 per mile**

Total Miles Roundtrip	Rate	Amount
0	\$ 0.67	\$ -
0	\$ 0.67	\$ -
0	\$ 0.67	\$ -
<b>Total Miles Roundtrip</b>		<b>\$ -</b>

<b>Total Expenses</b>		<b>\$ -</b>
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**OTHER EXPENSES (SPECIFY):**

I hereby certify the above expenses were incurred in activities approved under the contract with the S.D. Department of Health

**TOTAL MONIES TO BE REIMBURSED**

**\$ -**

\_\_\_\_\_  
WIC Public Health Assistant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dietitian Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Auditor Signature

\_\_\_\_\_  
Date

<b>For Central Office Use:</b>	<b>113WC</b>	<b>\$ -</b>		<b>Total</b>	<b>\$ -</b>
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<b>Job Title</b>	<i>WIC Public Health Assistant (WPHA)</i>
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**Job Summary:**

As a member of the Women, Infants and Children (WIC) Team, this position will assist with the provision of WIC services for individuals, families, and communities. This includes making appointments, determining income, identity and residency eligibility, providing nutrition assessment and support to promote normal growth and healthy lifestyle choices, providing breastfeeding promotion and support, referring participants to other social services and community resources, and issuing food benefits. Leads participants to develop a participant-centered plan to meet individual goals. Work as a team in collaboration with other staff within the office, local agency, and region to assure exceptional service provision. Will work under the direction of a Manager and Team Lead. Will be supervised by the Manager.

**Functions:**

- Provide case management for families including initial appointment and a minimum of three contacts throughout a year long certification to provide nutrition and breastfeeding support and work toward healthy lifestyle goal(s).
- Accurately obtain, determine, and document proof of residence, proof of identity and proof of income to determine eligibility for WIC services.
- Assess participation on other federal and state assistance programs including Supplemental Nutrition Assistance Program (SNAP), South Dakota Medicaid, and Temporary Assistance for Needy Families (TANF) to determine adjunct eligibility for WIC services and to refer potentially eligible participants to such services.
- Explain the purpose of WIC to participants (what to expect at appointment).
- Consistently use proper procedures to collect accurate biochemical and anthropometric measurements and medical and dietary assessment data.
- Conduct nutrition and health assessments and provide support to promote normal growth and maintenance of health.
- Provide nutrition and breastfeeding support which is responsive to the identified needs/interests of the participant.
- Refer breastfeeding complications to Designated Breastfeeding Experts (DBE), Certified Lactation Counselor (CLC), or International Board-Certified Lactation Consultant (IBCLC).
- Refer to essential resources within the community and surrounding areas to provide support and care beyond WIC.
- Assist with benefit issuance to provide individually tailored food packages that may include direct formula issuance.
- Educate participant on benefit process and eWIC card use:
  - Explanation of benefit start and end dates, including explanation of the pro-ration policy.
  - Review with the participant the benefits balance list with specific foods prescribed for them.
  - Explain how to use the eWIC card for shopping.

- Explain the importance of keeping the eWIC Card safe and PIN confidential.
- Explain how participant can help assure continued benefits by purchasing the lowest cost items and using coupons as much as possible.
- Prepare participant to shop for WIC foods (mock grocery store, when available); meet at retailer to teach/assist shopping for WIC foods.
- Educate participant on use of the participant portal (MyWIC Portal) and virtual services.
- Provide participants with list of authorized retailers for shopping purposes.
- Provide instruction on use of the WIC mobile app.
- Have the participant review the training video for shopping.
- Document all interaction with applicants and participants.
- Maintain caseload that is assigned.
  - Review caseload management reports.
  - Ensure all participants are receiving benefits.
  - Respond to over-issuance concerns.
  - Assist Central Office with program integrity as requested.
  - Contact participants to ensure follow-up contracts and support provided.
- Works as a team in collaboration with other staff within the office, local agency, and region to assure exceptional service provision.
- Works collaboratively with local agency to develop Strategic Community Outreach & Outcomes Plan (SCOOP) focusing on nutrition, outreach, and breastfeeding goals for the population served.
- Collaborates with community partners and providers to build effective working relationships, enhance referral pathways, and explore opportunities to partner in new and innovative ways.
- Participate in outreach activities and participant special events.
- Promote immunizations, oral health, and other public health services.
- Travel to provide mobile WIC services in utilizing the Wellness on Wheels (WOW) van.
- Participate in trainings, conferences, WIC meetings, and in-services.
- Perform other duties as assigned.

**Qualifications:**

High school diploma, post- secondary education in a health-related field is desirable.  
Possession of valid driver's license.

**Knowledge, Skills, & Abilities:**

Knowledge of: Nutrition and health practices; social and economic conditions as they apply to nutrition; nutrition education methods; basic nutrition education and knowledge of women, infants, and children.

Skills and ability to: evaluate programs and ensure compliance; establish and maintain effective working relationships with others; interpret policies and procedures; apply literacy and

language skills to appropriately address the needs of diverse populations; effectively communicate to support the development of collaborative working relationships with applicants, participants, families, co-workers and community partners; demonstrate empathy, initiative, and professionalism; organize, plan ahead, and set goals and priorities; proficiently navigate Microsoft suites; work simultaneously within several computer programs; and work autonomously and cooperatively with team to help achieve strategic goals.

The SD Department of Health will provide necessary nutrition and breastfeeding training for required level of expertise, WIC-specific training to perform duties described, and will have initial and annual proficiency testing.

Must be able to work Monday through Friday between 8am and 5pm. Working hours may extend beyond 8 a.m. to 5 p.m. and occasional Saturdays may be required. Regular travel to satellite sites including overnight stays may be required for service delivery, trainings, or meetings.

**Department of Health Information:**

The South Dakota Department of Health's programs and services help prevent illness and injury, promote healthy places to live, work and play; provide education to help people make good health decisions; prepare for, respond to, and prevent public health threats; and support efforts to enhance quality and accessibility of healthcare. Our services touch the lives of every person in South Dakota. We recognize that employees are our most valuable resource, and we are committed to promoting a culture of excellence in the Department of Health. We trust our employees to be innovative, challenge existing processes, and make the best decisions. We are interested in employing a culturally diverse and skilled workforce that exhibits the values of leadership, accountability, communication, integrity, and teamwork. Public health is a diverse and growing field that offers many career options for people from a variety of educational backgrounds. Imagine yourself as part of a winning team that is making the lives of South Dakotans healthier and safer.

Please visit our website at <http://doh.sd.gov/> for further information about the Department of Health and the WIC Program <https://www.sd.gov/wic>.

## Invitation to Bid

Electronic bids will be accepted by Beckenhauer Construction on behalf of the Codington County Board of Commissioners until **July 3, 2025 at 2:00 PM CT** for the Codington County Jail and Law Enforcement Center Bid Package # 1, Watertown, South Dakota. Copies of the Plans and Specifications may be obtained electronically by bidders from the BCI Plan Room. For access please contact: Craig Beebe, 402-844-0074, cbeebe@beckenhauerconstruction.com. Anyone requesting, reviewing, or copying Plans and Specifications for this project agrees that they are doing so for the sole purpose of submitting a bid on the project. The Board of Commissioners reserves the right to reject any or all bids and to waive any irregularities therein. Bids will be opened privately and no formal bid letting will be held.



# CODRINGTON COUNTY SEARCH AND RESCUE TEAM

Since				HOME	WORK	MOBILE	SIGN
01-22		Andrew Delgado, EM Director	AED, EVOC, ICS, WS		█	█	5EM1
12-15		Cheri Howell, EM Deputy					5EM3
06-21		Don Rowland, Fire Chief					
04-21		Tim Toomey, Police Chief					
01-17		Brad Howell, Sheriff		█	█	█	
<b>Commander</b>							
10-99	RD	<b>Commander DJ York</b>	AED, DRI, DRII, EVOC, HZ, ICS, ID, PLST, UMI, WS	█	█	█	SAR1
<b>Assistant Commander</b>							
07-06		<b>Jamie Torstenson</b>	AED, DRI, EMT, EVOC, HZ, ICS, PLS, WS			█	SAR3
<b>Director of Safety</b>							
01-18	D	<b>Chris Pownell</b>	AED, EVOC, HZ, WS			█	SAR4
<b>Administrative Assistant</b>							
12-15	RD	<b>Greg McDonald</b>	AED, DRI, EVOC, HZ, LPN, WS		█	█	SAR 14
<b>SQUAD A</b>							
<b>Captain</b>							
10-97	RD	<b>Ken Nigg, Sgt.</b>	AED, DRI, EVOC, ID, HZ, ICS, PLS, SWR, WS			█	SAR10
10-13	RD	<b>Chad Crom, Sgt.</b>	AED, DRI, EVOC, HZ, ICS, WS			█	SAR11
04-22	DT	<b>Grant Britt</b>	EVOC, WS, HZ			█	SAR12
01-18	DT	<b>Steve Johnson</b>	AED, EVOC, HZ		█	█	SAR13
08-06	D	<b>Tylor Griffith</b>	AED, DRI, EVOC, HZ, ICS, WS		█	█	SAR15
09-23	DT	<b>Austin Mattson</b>	EVOC			█	SAR16
09-23	D	<b>Brandon Peterson</b>	EVOC			█	SAR17
01-24	D	<b>Chad Jacobsen</b>				█	SAR18
						█	SAR19
<b>SQUAD B</b>							
11-01	RD	<b>Nathan Gast, Captain</b>	AED, DRI, EVOC, HZ, ICS, ID, PLS, WS			█	SAR20
01-13		<b>Wes Jennings, Sgt.</b>	AED, EVOC, HZ, ICS, WS		█	█	SAR21
02-06		<b>Scott Serie</b>	AED, DRI, EVOC, HZ, ICS, PLS, WS	█	█	█	SAR22
04-17		<b>John Lunzman</b>	AED, EVOC, HZ		█	█	SAR23
		<b>Josh Kerfien</b>	AED, EVOC, HZ, DRI, ICS, EMT, WS			█	SAR24
						█	SAR25
04-17		<b>Tim Waite</b>	AED, EVOC, HZ	█	█	█	SAR26
						█	SAR27
6-25	D	<b>Myles York</b>	AED, WS,	█	█	█	SAR28
						█	SAR29
<b>SQUAD C</b>							
<b>Captain</b>							
10-13		<b>Duane Hanson, Sgt.</b>	AED, EVOC, HZ, ICS, WS, DRI	█	█	█	SAR30
		<b>Sgt,</b>		█	█	█	SAR31
03-04		<b>Sharmell Murphy</b>	AED, DP, DRI, EVOC, HZ, ICS, LPN, PLS, WS	█	█	█	SAR32
05-12		<b>Rickie Walford</b>	EVOC, ICS, WS		█	█	SAR33
09-23		<b>Yu Ng</b>	EVOC			█	SAR34
04-95		<b>Clay Schuchard</b>	AED, EVOC, ICS, SWRC			█	SAR35
09-03		<b>Tammy Schuchard</b>	AED, DRI, EVOC, HZ, ICS, PLS, WS			█	SAR44
						█	SAR45

Watertown Police Dispatch 882-62101

## 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 May 2025

Cash on Hand	\$9,325.07
Checks in Treasurer' possession less than 3 days	\$81,373.28
Credit Card Charges	\$10,992.97
Cash Items	\$453.50
<b>TOTAL CASH ASSETS ON HAND</b>	<b>\$102,144.82</b>

### RECONCILED CHECKING

First Interstate Bank (Memorial Park)	\$407.50
Reliabank Dakota	\$29,666,388.97

### INVESTMENTS

SD Public Funds Investment	\$1,081.13
Plains Commerce Bank CDS	\$1,524,700.53

<b>TOTAL CASH ASSETS</b>	<b>\$31,294,722.95</b>
--------------------------	------------------------

### GENERAL LEDGER CASH BALANCES:

General	\$11,682,657.85
General restricted cash	\$500,000.00
Sp. Revenue	\$10,060,070.94
County Jail Build	\$6,663,874.16
Sp. Revenue restricted cash	
Custodial	\$2,388,120.00
Schools	\$ 1,275,123.13
Townships	\$ 82,938.90
City/Towns	\$ 340,718.07

<b>TOTAL GENERAL LEDGER CASH</b>	<b>\$31,294,722.95</b>
----------------------------------	------------------------

Dated this 1st day of June 1, 2025

  
\_\_\_\_\_  
County Auditor

**AUDITOR'S MONTHLY SETTLEMENT WITH TREASURER  
CODINGTON COUNTY  
DATE: June1, 2025**

**CASH ON HAND IN TREASURER'S OFFICE**

Silver and Pennies.....	\$81.07
Ones.....	\$254.00
Fives.....	\$430.00
Tens.....	\$440.00
Twenties.....	\$3,920.00
Fifties.....	\$1,300.00
Hundreds.....	\$2,900.00
Cash Items.....	\$453.50
Credit Card Charges.....	\$10,992.97
Checks.....	\$81,373.28
<b>TOTAL CASH ON HAND</b>	<b>\$102,144.82</b>

**CHECKING ACCOUNT BALANCE:**

<u>First Interstate Bank</u> (Memorial Park)	\$407.50
<u>Reliabank Dakota</u>	\$29,666,388.97

**INVESTMENTS:**

<u>SD Public Funds Investment Trust</u>	\$1,081.13
<u>Plains Commerce Bank CDS</u>	\$1,524,700.53

**OTHER ACCOUNT BALANCES: \$31,192,578.13**

**GRAND TOTAL CASH AND BALANCES: \$31,294,722.95**

**GENERAL LEDGER CASH AND INVESTMENT BALANCES BY FUNDS:**

General Fund	\$11,682,657.85
General Fund restricted cash	\$500,000.00
County Jail Build	\$6,663,874.16
Sp. Revenue Funds	\$10,060,070.94
Sp. Revenue Funds restricted cash	\$0.00
Custodial Funds	\$2,388,120.00

**TOTAL GENERAL LEDGER CASH \$31,294,722.95**

OFFICIAL STATEMENT OF FEES COLLECTED  
REGISTER OF DEEDS STATEMENT OF FEES COLLECTED DURING THE MONTH  
OF MAY, 2025

The sum of **\$36,312.45** in fees has been collected by me as Register of Deeds for MAY, 2025

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 MAY, 2025

*Ann Rasmussen*

Register of Deeds

Subscribed and sworn to before me this 2<sup>nd</sup> day of June 2025

*Brenda Hunter*

**CERTIFIED BIRTHS**

State Children's Fund (\$2.00)	\$ 182.00
County General Fund (\$5.00)	\$ 455.00
State EVRSS Fund (\$5.00)	\$ 455.00
State General Fund (\$3.00)	\$ 273.00
<b>TOTAL</b>	<b>\$ 1,365.00</b>

**CERTIFIED DEATHS**

County General Fund (\$5.00)	\$ 455.00
State General Fund (\$4.00)	\$ 364.00
State EVRSS Fund (\$6.00)	\$ 546.00
<b>TOTAL</b>	<b>\$ 1,365.00</b>

FILED

JUN 02 2025

CODINGTON COUNTY AUDITOR

**Receipt Totals**

By Date: 5/1/2025 12:00:00 AM - 5/30/2025 11:59:59 PM; Departments: All; Cash based.

Codrington County

Friday, May 30, 2025 5:27 PM

**Summary:**

**Receipt Item Totals**

	Paid	Charged	Debited	Total
Document:	\$29,859.50	\$930.00	\$0.00	\$30,789.50
Non Document:	\$4,585.75	\$1,010.40	\$0.00	\$5,596.15
<b>Subtotal:</b>	<b>\$34,445.25</b>	<b>\$1,940.40</b>	<b>\$0.00</b>	<b>\$36,385.65</b>

**Payment on Account Totals**

Applied:	\$1,867.20
Refunded:	\$0.00
Unposted:	\$0.00
<b>Net Posted:</b>	<b>\$1,867.20</b>

**Payments & Refunds**

ACH:	\$21,404.00
Cash:	\$3,034.75
Check:	\$11,858.70
Money Order:	\$15.00
<b>Total:</b>	<b>\$36,312.45</b>

**Revenue Account Activity**

	Total Received	Paid on Receipt	Applied from POA	Adjusted
101-0-321.00 Marriage License 1	\$330.00	\$330.00	\$0.00	\$0.00
101-0-341.21 Reg. Deeds Filing/Recording 2	\$8,010.00	\$7,430.00	\$580.00	\$0.00
101-0-341.22 Reg. Deeds Transfer fees 3	\$20,939.50	\$20,939.50	\$0.00	\$0.00
229-0-321.00 Domestic Abuse Marriage Lic. 6	\$990.00	\$990.00	\$0.00	\$0.00
726-0-209.00 Reg. Deeds Fees - State 8	\$1,820.00	\$1,630.00	\$190.00	\$0.00
101-0-341.29 Reg. Deeds Other Fees 4	\$2,642.95	\$1,655.75	\$987.20	\$0.00
250-0-341.21 M&P Relief ROD Filing/Rec 7	\$948.00	\$682.00	\$66.00	\$0.00
769-0-209.00 M&P Relief ROD Allocation 9	\$632.00	\$588.00	\$44.00	\$0.00
<b>Total:</b>	<b>\$36,312.45</b>	<b>\$34,445.25</b>	<b>\$1,867.20</b>	<b>\$0.00</b>

FILED

JUN 02 2025

Administration Pro

CODRINGTON COUNTY AUDITOR

**PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS**

<b>EMPLOYEE NAME</b> Alexandria Silva		<b>DATE</b> 5/6/2025
<b>EFFECTIVE DATE</b> 6/9/2025	<b>POSITION TITLE</b> Administrative Support	<b>DEPARTMENT</b> Community Services
<b>CURRENT STEP</b> N/A	<b>NEW STEP</b> 1	
<b>CURRENT PAY RATE</b> N/A	<b>NEW PAY RATE</b> \$22.35/hr - pay grade 25	
<b>REASONS FOR CHANGE</b>  New Hire		

**EMPLOYEE SIGNATURE** \_\_\_\_\_

**DEPARTMENT HEAD SIGNATURE** *Sara J. Ford*

**DATE** 6/5/2025

**COUNTY COMMISSIONERS** \_\_\_\_\_

**DATE** \_\_\_\_\_

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

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME

Rose, Todd

DATE

6/2/2025

EFFECTIVE DATE

1-Jul-25

POSITION TITLE

VSO

DEPARTMENT

VSO

CURRENT STEP

4

NEW STEP

5

CURRENT PAY RATE

\$37.41/hr

NEW PAY RATE

\$38.36/hr

REASONS FOR CHANGE

Annual Step increase providing a normal (meets the standard) performance appraisal

EMPLOYEE SIGNATURE

*Todd J Rose*

DEPARTMENT HEAD SIGNATURE

*Todd J Rose*

DATE

2-Jun-25

COUNTY COMMISSIONERS

DATE

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

*[Faint handwritten notes and stamps]*

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME

Roberts, Jay

DATE

6/2/2025

EFFECTIVE DATE

1-Jul-25

POSITION TITLE

Deputy VSO

DEPARTMENT

VSO

CURRENT STEP

3

NEW STEP

4

CURRENT PAY RATE

\$ 30.10 / hr

NEW PAY RATE

\$ 30.85 / hr

REASONS FOR CHANGE

Annual Step increase providing a normal (meets the standard) performance appraisal

EMPLOYEE SIGNATURE

*Jay Roberts*

DEPARTMENT HEAD SIGNATURE

*David Rose*

DATE

2-Jun-24

COUNTY COMMISSIONERS

DATE

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

FILED

JUN 03 2025

CODINGTON COUNTY AUDITOR