

**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 23, 2026**

1. Pledge of Allegiance
2. Call for public comments. 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 June 23, 2026, agenda
5. Action to approve June 16, 2026, minutes of the Board of Codington County Commissioners
6. Opening of bids for County Roads 10 & 7 Restoration project; and possible action to award bid
7. Discussion/possible action to approve time-keeping system with ADP
8. Monthly Reports
  - a. Emergency Management
  - b. Sheriff
9. Action to approve permit to discharge fireworks
10. Discussion/possible action to approve quote for Surface Pro 11, keyboard, and 2 monitors for Community Service Office
11. Action to authorize Chair to sign Community Treatment Court MOU
12. Note the Board will not meet on 6-30-2026 due to previously adopted policy
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 pursuant to SDCL 1-25-2
  - (1) Discussion of personnel issues (SDCL 1-25-2(1))
  - (2) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters (SDCL 1-25-2(2))
  - (3) Preparing for contract negotiations or negotiating with employees or employee representatives (SDCL 1-25

2(3))

(4) Discussion of pricing or marketing strategies when public disclosure may harm the competitive position of the county owned business (SDCL 1-25-2(4))

(5) Discussion of information pertaining to the protection of public or private property (SDCL 1-25-2(5))

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 16, 2026

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, June 16, 2026, at the Codington County Court House. Commission members present were: Lee Gabel, Tyler McElhany, Myron Johnson, Randall Schweer, and Troy VanDusen; Chair VanDusen, presiding. The pledge of allegiance was led by State's 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 McElhany, second by Gabel, to approve the agenda for June 16, 2026, as posted; all voted aye; motion carried.

**MINUTES APPROVED**

Motion by Johnson, second by Schweer, to approve the minutes of June 09, 2026; all voted aye; motion carried.

**MONTHLY REPORTS**

**4-H Youth Program Advisor, Jodi Loehrer**, updated the Board: A Teen Leader Meeting was held on Sunday, June 14; The 4-H Shake Wagon at Dacotah Bank is June 16-18, 2025, from 11 AM – 7 PM each day, the youth get very excited to serve the public as June is Dairy Month, there are chocolate, strawberry, and vanilla shakes for \$5; One last FCS/CDM/Horticulture/YLL Skillathon will be held on Monday, June 22 from 11 AM – 2 PM; Cloverbud Camp is next week, June 24, with 24 youth registered; 4-H Shotgun is starting; A Communications/Public Presentation workshop will be held on June 26; The Codington/Clark/Day/Marshall 4-H Horse Show will be held in Webster on June 30 with the State 4-H Horse Show in Huron, July 13-15.

**Highway Superintendent, Randy Falvey**, updated the Board: Grangaard Construction Inc. will finish ahead of schedule on the 14<sup>th</sup> Avenue bridge, it will be fully open to vehicular traffic tomorrow at noon; Prahm Construction out of Slayton, MN finished working on repairing the east bridge deck on the bridge on 460<sup>th</sup> Ave. east of town from ice damage from a couple years ago; have completed a Rip/Rap and Culvert replacement project on 460<sup>th</sup> Ave. also, in preparation for resurfacing of that same stretch of road; we have finished crack sealing and are hauling pea rock from Con-Ag and staging it in order to start chip sealing in July; have started our top cut on all of our county roads so mowers will be out and about for the next few weeks, call the office if you don't want your ditches top cut, also, just a note to the general public to be aware of slow moving traffic; we are having a portion of the roof on the Kranzburg shop repaired due to the insulation leaking; the employees that were out on medical leave have returned to work; still taking applications to fill an opening for a Maintenance II position, starting at \$27.66 an hour, will be doing some interviews next week; spent a day last week picking up tree debris from some high winds associated with reported tornados, but saw no other damage; have finished the budget request and turned it in for review, am currently working on personnel evaluations.

**Facility Manager, Steve Molengraaf**, Ag. Building – After digging the posts in the barn, there were 7 out of 20 posts that were replaced by concreting some pillars 6" above the dirt to prevent further rotting damage; Blackburn Foundation came to give an estimate for lifting some bad areas and trip hazards around the offices;

Court House/Detention Center– normal maintenance; Park – 917 reservations, with a revenue of \$104,706.46 as of 6-14-2026, compared to a year ago there are a few less reservations but the revenue is higher; Weed – The plant ID tour was on June 11<sup>th</sup>, 2026, near Ree Heights, nearly 60 individuals attended the event; WNV – Staff fogged South Shore last week prior to their 125<sup>th</sup> Centennial last weekend, Henry is set to be fogged sometime this week, weather permitting; mosquito trap reports from the Watertown parks have been on the low side so far this season; the county traps haven't been put out yet.

#### **CODINGTON COUNTY BRIDGE REPAIR PROJECT 15-220-161**

Motion by Gabel, second by McElhany, to approve quote for Codington County Bridge Repair project 15-220-161 with Holloway Bridge and Culvert, Inc. in the amount of \$20,000.00 as presented by Highway Supt., Randy Falvey, all voted aye; motion carried.

#### **SIDEWALK REPAIR AT THE CODINGTON COUNTY EXTENSION COMPLEX**

Motion by Johnson, second by Gabel, to approve quote for Sidewalk Repair at the Codington County Extension Complex, with Blackburn Foundation Repair, in the amount of \$4,546.44, Facility Manager, Steve Molengraaf provided documentation for the Board, all voted aye; motion carried.

#### **FY 2026 WIC CONTRACT AMENDMENT**

Motion by Johnson, second by McElhany, to authorize Chair to sign Amendment to FY 2026 WIC contract, between South Dakota Dept. of Health and Codington County, in the amount of \$18,269.59, for the time period 6-1-2026 through 9-30-2026, for the provision of extending the period of performance; all voted aye; motion carried.

#### **TAX DEED AUCTION**

Motion by Gabel, second by McElhany, to approve notice of Tax Deed Auction; appoint property appraisers, Shawna Constant, Jacki Manning and Steve Molengraaf; and declare the following property surplus to be sold: Lots 26, 27, and 28 in block 2 in the Town of Vera, now known as Kampeska, and the W1/2 of the vacated alley lying easterly of said Lots 26-28 & the S1/2 of the vacated alley lying northerly of said Lot 28, Codington County, South Dakota, according to the recorded plat thereof. Book 427 of Deeds, Page 2285 in the office of the Register of Deeds of said Codington County. RECORD 1996. Tax Deed issued to Codington County 12/16/2025; all voted aye; motion carried. The auction will take place during the Board's meeting scheduled for July 7<sup>th</sup>, 2026.

#### **JUNETEENTH HOLIDAY**

The Board noted the Court House, and all County Offices will be closed on Friday, June 19<sup>th</sup>, 2026.

#### **CLAIMS**

Motion by Gabel, second by McElhany, to approve for payment the following list of claims; all voted aye; motion carried. A&B BUSINESS SOLUTIONS 91.04 MAINT, ADVANTAGE RV'S & TRAILERS INC 1537.98 MAINT, ALAN ALBRIGHT 311.25 SVC, MARILYN ANDERSON 50.00 SVC, TERRI BACH 289.50 SVC, BATTERIES UNLIMITED 110.00 SUP, NANCY BLAIS 275.00 SVC, JULIE BRIGGS 275.00 SVC, BROTHERS & SISTERS BEHIND BARS 5679.00 SVC, LISA CADY 275.00 SVC, SHAWNA CONSTANT 140.00 TRAV, PAM CORDELL 275.00 SVC, CREDIT COLLECTIONS BUREAU 462.84 SVC, CREDIT COLLECTIONS BUREAU 332.23 SVC, GERRI DEBOER 275.00 SVC, ANDREW DELGADO 84.80 SVC, CAROL DENMAN 225.00 SVC, COREY DEWEERDT 13.00 SVC, ELECTION SYSTEMS & SOFTWARE 3521.68 SVC, EMBERLINE PRESS INC 8875.22 POST, MARSHA ENDERSON 275.00 SVC, FLORENCE COMMUNITY CENTER 25.00 RENT, FOX LAW FIRM, PLLC 231.57 SVC, MARY FRANSEN 50.00 SVC, DENISE FROKE 275.00 SVC, DIANE GARVEY 275.00 SVC, HELEN HAAN 275.00 SVC, MARILYN HAAN 275.00 SVC, RICK HARTLEY 87.41 SVC, DAN HAWKINSON 225.00 SVC, HEALTHEQUITY 63.00 SVC, HENRY TOWN HALL 25.00 RENT, MICHAEL HEUER 275.00 SVC, NANCY HLAVACEK 275.00

SVC, HOLY ROSARY CHURCH 25.00 RENT, BARB JOHNSON 275.00 SVC, CHERYL JONGELING 275.00 SVC, JURGENS PRINTING 49.00 SUP, JOAN KAAZ 275.00 SVC, MARK C KATTERHAGEN 32.00 SVC, ARLYS KAYS 275.00 SVC, NANCY KJELLEN 275.00 SVC, STEVE KJELLEN 275.00 SVC, LINDA KOCH 275.00 SVC, WAYNE KOLDEN 312.41 SVC, JUDY KRANZ 225.00 SVC, KARI KRUMWIEDE 275.00 SVC, LAKE AREA RADIO KLUB 1000.00 SUP, VALERIE J LARSON 32.00 SVC, KAREN LAUSENG 275.00 SVC, JAN LAWRENCE 225.00 SVC, MARLYS LENNING 275.00 SVC, LEWIS & CLARK BHS 225.00 SVC, LINCOLN CO TREASURER 1534.32 SVC, CARINA LITTLE 275.00 SVC, MACQUEEN EQUIPMENT 199.07 EQUIP, T&H REPAIR LLC - MARK'S AUTO 425.82 MAINT, SHANNON MARTIN 110.00 SVC, KATHERINE MEYER 275.00 SVC, KATHLEEN MEYER 311.25 SVC, MIDCONTINENT COMMUNICATIONS 169.23 UTIL, MINNEHAHA COUNTY AUDITOR 291.48 SVC, MINNEHAHA COUNTY SD 924.00 SVC, MULTI BUSINESS SOLUTIONS INC 5500.00 SVC, MUNICIPAL UTILITIES 14393.88 UTIL, PENNY NESON 275.00 SVC, JANET NEWMAN 225.00 SVC, JEANIE OCHSENDORF 225.00 SVC, BONNIE OLETZKE 275.00 SVC, ONSHARP INC 82.50 SVC, LYNN OSTHUS 275.00 SVC, SUSAN PATRICK 275.00 SVC, THOMAS PAULI 140.00 TRAV, JANICE PAULSON 275.00 SVC, PEARL PAULSON 300.38 SVC, MICHELLE PEDERSON 140.00 TRAV, PRAIRIE LAKES HEALTH CARE CENT 1130.00 SVC, DARLENE RADTKE 275.00 SVC, JEROME RADTKE 275.00 SVC, ANN RASMUSSEN 50.00 SVC, DONNA REDLIN 252.26 SVC, BARBARA ROSSMAN 275.00 SVC, SAFETYMED LLC 3176.00 EQUIP, JAMIE SCHAACK 302.26 SVC, MORGAN SCHAACK 275.00 SVC, SD ATTORNEY GENERAL'S OFFICE 1610.75 PMT, SD DEPARTMENT OF HEALTH 3615.00 SVC, SDAAO 1500.00 TRAV, SDACO 710.00 PMT, SDHSC 600.00 SVC, SDN COMMUNICATIONS 1026.00 UTIL, HEIDI SELCHERT 140.00 TRAV, SIOUX VALLEY COOP 5418.92 SUP, KAY SOLBERG 275.00 SVC, SOUTH SHORE COMMUNITY CENTER 25.00 RENT, SOUTH SHORE GAZETTE 1322.49 PUB, DIANNE STARK 275.00 SVC, LORNA STONEBARGER 275.00 SVC, JOHN STONEBARGER 275.00 SVC, JOAN STRANG 275.00 SVC, JAMES SUTTON 80.45 SVC, KATHY TESCH 275.00 SVC, DAWN THYEN 296.75 SVC, TWOTREES TECHNOLOGIES 6669.75 SVC, TWOTREES TECHNOLOGIES 1297.80 SVC, UNITED STATES POSTAL SERVICE 250.00 POST, LOYDEEN VANSICKLE 275.00 SVC, RELIABANK VISA 478.98 UTIL, RELIABANK VISA 16.28 SUP, RELIABANK VISA 84.74 SUP, RELIABANK VISA 481.20 UTIL, RELIABANK VISA 455.33 SUP, RELIABANK VISA 138.39 SUP, RELIABANK VISA 5.56 SUP, RELIABANK VISA 391.96 TRAV, RELIABANK VISA 69.30 TRAV, RELIABANK VISA 395.06 SUP, RELIABANK VISA 585.31 SUP, JULIE WALKER 289.50 SVC, SUSAN WALKER 225.00 SVC, WALLACE FIRE DEPT 685.00 SVC, SHAWN WARD 225.00 SVC, WAVERLY COMMUNITY CENTER 25.00 RENT, BARBARA WEBER 275.00 SVC, HARVEY WIBETO 275.00 SVC, TOBY WISHARD 71.75 SVC, WW TIRE SERVICE INC 106.14 MAINT, YANKTON CO TREASURER 190.35 SVC, JOAN ZWIEG 50.00 SVC,

Motion by Johnson, second by Schweer, to approve a claim in the amount of \$40,232.51 payable to the City of Watertown for April 2026, 911 surcharge collections, Gabel, McElhany, Johnson and Schweer voted aye; VanDusen was recused; motion carried.

Motion by McElhany, second by Gabel, to approve for payment the following jail claim; all voted aye; motion carried. Municipal Utilities 90.64.

### **PERSONNEL CHANGES**

Motion by McElhany, second by Schweer, to approve the following Personnel changes: all voted aye; motion carried. Brandon Fieber, Deputy Sheriff in Sheriff's Office, Grade 40/Step C, \$31.40 per hour, effective 7-01-2026; Joseph Steffen, Part-time Correctional Officer, Grade 35/Step A, \$27.66 per hour, effective 6-15-2026.

Motion by Johnson, second by Gabel, to approve the following annual step personnel changes; all voted aye; motion carried.

<u>Employee</u>	<u>Position</u>	<u>Wage</u>	<u>Effective</u>
Kim Johnson	Admin. Spec.	28.97/5040.78	7/1/2026
Becky Goens	Sr. Admin. Spec.	34.54/6009.96	7/1/2026

Jay Roberts	VSO	37.51/6526.74	7/1/2026
Eric Lewis	Deputy VSO	30.63/5329.62	7/1/2026

**TRAVEL REQUESTS**

Motion by Johnson, second by Gabel, to approve the following travel request: Extension staff to attend conference; all voted aye; motion carried.

**OLD BUSINESS**

Commissioner Gabel reported the new jail update stating that there was a delay due to rain for bringing in heavy slabs, they have started on Area A.

**OPEN**

**Commission Comments** – Commissioner Johnson informed the Board that he attended the South Dakota State Retirement meeting last week. He mentioned the COLA is set at 1.56 and lately the markets have been good.

**EXECUTIVE SESSION**

Motion by Johnson, second by McElhany, to enter executive session, per SDCL 1-25-2 (1) Discussion of personnel issues (SDCL 1-25-2(1)) and (2) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters (SDCL 1-25-2(2) at 9:25 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:17 a.m. and no action was taken. Human Resource Representative, Jessica Bingham, Alison Bakken, State’s Attorney, SDPAA Attorney, Lisa Marso via phone call, and Facility Manager, Steve Molengraaf, were present for executive session.

**ADJOURNMENT**

Upon conclusion of all business to come before the Board, a motion was made by Gabel, second by McElhany, to adjourn at 10:17 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 \$\_\_\_\_\_

**PERMIT TO DISCHARGE FIREWORKS IN CODINGTON COUNTY**

DATE / DURATION OF DISCHARGE: July 11, 2026 for approximately 4 hours

DESCRIPTION OF DISCHARGE: fireworks display

Type of Fireworks:

Consumer fireworks     X    

Display fireworks     X    

**FILED**

JUN 15 2026

LOCATION OF DISCHARGE: 46345 166th Street, Watertown

TIME OF DISCHARGE: 7:30 PM -11:30 PM

CODINGTON COUNTY AUDITOR

PERSON DISCHARGING: Name Jared J. Birk

Address 46345 166th Street

Watertown, SD 57201

Phone (605) 237-6165

email pyrobirk@gmail.com

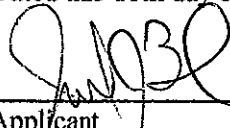
D.L. / SS# SDDL# 00570006

(drivers license or social security number)


Does this person have a Class B License? Yes (3-SD-029-34-3K-00158)

I affirm and warrant that the above information is true and correct.

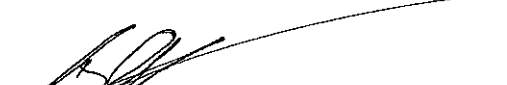
Dated this 11th day of June, 2026

  
\_\_\_\_\_  
Applicant

The above address is within the South Shore Fire Department's fire district. The South Shore Fire Department has reviewed this permit application and hereby recommends its issuance.

  
\_\_\_\_\_  
Fire Chief

The Codington County Sheriff's Office has reviewed this permit application and hereby recommends its issuance.

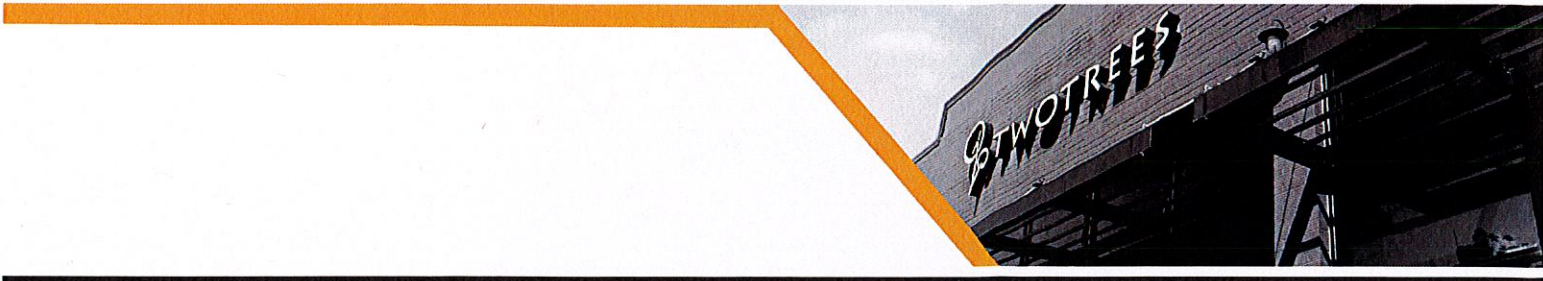
  
\_\_\_\_\_  
Codington County Sheriff

**AUTHORIZATION**

Pursuant to authorization by the Codington County Board of Commissioners, I, \_\_\_\_\_, Chairman, hereby authorize and issue this Permit to Discharge Fireworks in Codington County, by the person or entity names above, at the time and in the manner described herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Chairman Codington County Commissioners



We have prepared a quote for you

**New Employee Surface Pro system**

Quote # 004099  
Version 1

Prepared for:

**Codington County Community Services**

Sara Foust  
sara.foust@codington.sdcounty.gov

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**Bill To:**

**Codington County Community Services**

7 W Kemp  
Watertown, SD 57201

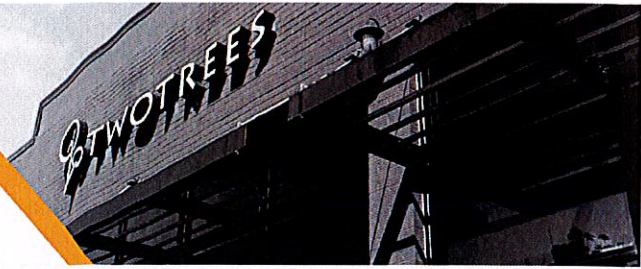
Sara Foust  
(605) 882-6286  
sara.foust@codington.sdcounty.gov

**Ship To:**

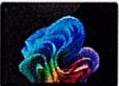



**Codington County Community Services**

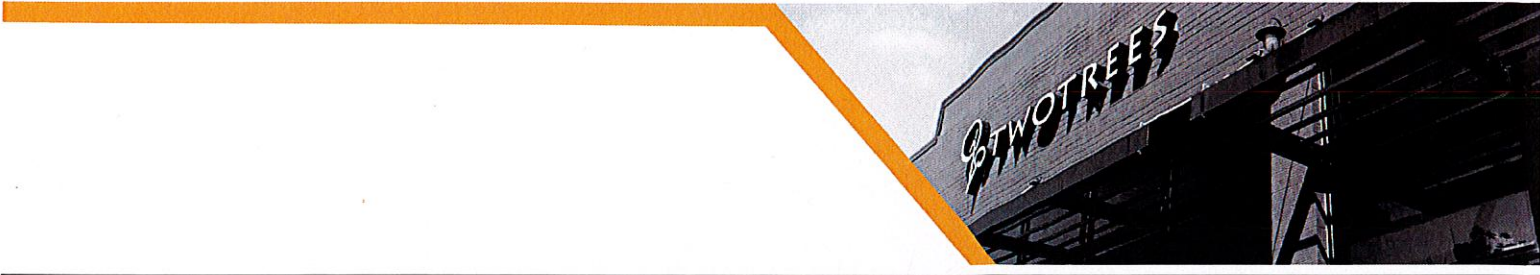
7 W Kemp  
Watertown SD, 57201

Sara Foust  
(605) 882-6286  
sara.foust@codington.sdcounty.gov



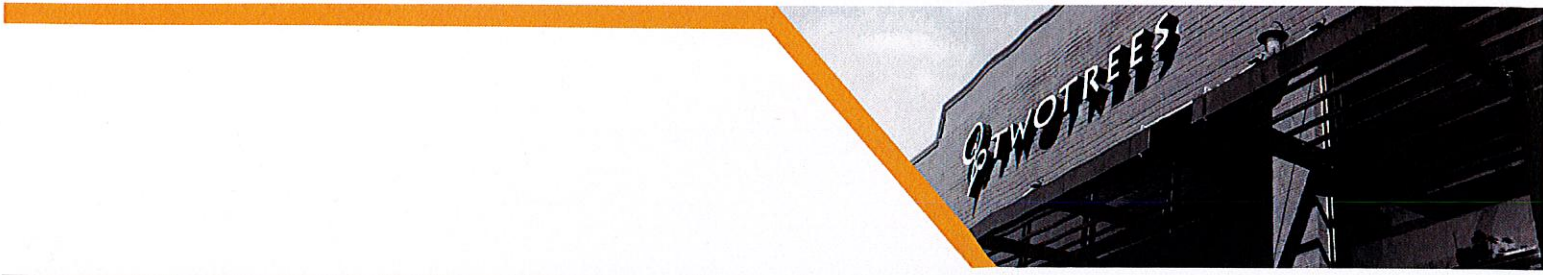
Surface Pro 11 wiht 16gb ram and mid range Core 5 processor

Product Details	Qty	Unit Price	Total
<b>Microsoft Surface Pro 11 Copilot+ PC Tablet - 13" - 16 GB - 512 GB SSD - Windows 11 Pro - Black - Core Ultra 5 236V 2.10 GHz - 600 Nit - 2880 x 1920 - PixelSense Display</b> 	1	\$1,799.00	\$1,799.00
<b>Microsoft Extended Hardware Service - 3 Year - Service - Service Depot - Exchange</b>	1	\$99.00	\$99.00
<b>Microsoft Keyboard/Cover Case Microsoft Surface Pro Tablet - Black - Glass, Alcantara Body - 9" Height x 12.3" Width x 0.5" Depth</b> 	1	\$157.00	\$157.00
<b>Microsoft Surface Dock 2 - for Smartphone, Keyboard, Mouse, Monitor, Desktop PC, Notebook - 199 W - 6 x USB Ports - USB Type-C - Network (RJ-45) - Wired</b>	1	\$285.00	\$285.00
<b>StarTech 6ft (2m) USB C to DisplayPort 1.4 Cable 8K 60Hz/4K - Reversible DP to USB-C or USB-C to DP Video Adapter Cable HBR3/HDR/DSC - Reversible USB C to DisplayPort 1.4 cable (USB-C DP Alt Mode laptop to monitor) or DP 1.4 to USB-C display cable - Bidir</b>	2	\$21.00	\$42.00
<b>Lenovo ThinkVision E24q-30 24" Class WQHD LED Monitor - 16:9 - Raven Black - 23.8" Viewable - In-plane Switching (IPS) Technology - WLED Backlight - 2560 x 1440 - 16.7 Million Colors - 300 Nit - 4 ms - 100 Hz Refresh Rate - Speakers - HDMI - DisplayPort -</b> 	1	\$205.00	\$205.00
<b>Lenovo ThinkVision E27Q-40 27" Class WQHD LED Monitor - 16:9 - Raven Black - 27" Viewable - In-plane Switching (IPS) Technology - WLED Backlight - 2560 x 1440 - 16.7 Million Colors - 350 Nit - 4 ms - 100 Hz Refresh Rate - Speakers - Swivel, Height, Pivot,</b> 	1	\$235.00	\$235.00
Optional 27" monitor vs Lenovo 24" monitor			



Surface Pro 11 wiht 16gb ram and mid range Core 5 processor

Product Details	Qty	Unit Price	Total
<p><b>Onsite setup of PC</b></p> <p>Unbox and run initial setup of Surface Pro for new employee to be named, this includes the installing of the latest Microsoft updates. Installation of antivirus part of the MS365 G3 license and installation of Microsoft MS365 new license for employee.</p> <p>On site setup at customer site connecting to the customer's existing Domain network and connecting Microsoft Dock 2 with dual Lenovo 24" and 27" Monitors via USB-C to DisplayPort cables. Also includes installing of printer drivers for existing local and network printers and running test prints.</p> <p>Installation of all other software applications and transfer of data other than user profile data is not included and will be billed for actual time involved at our regular hourly rates plus applicable travel charges. Clean up work area, dispose of boxes, confirm with customer that the work area is acceptable following the replacement of PC(s).</p> <p>* Check the AD server computers list, verify that has been populated with the new equipment info and remove any computer equipment being retired from these same consoles / portals, document this in work order.</p>	1	\$450.00	\$450.00
<p><b>MSP-PREM-PC</b></p> <p>1 new additional PC to MSP program</p> <p>Managed Services Premium Plan includes 24/7 remote monitoring, automated monthly reporting, automated patch management, automated anti-virus and spam updates, automated disk optimization. Alerts, labor for covered device, annual network documentation, yearly review and planning and remote quarterly checkups. Parts and Travel are not included in this plan.</p>	1	\$33.00	\$33.00



Surface Pro 11 wiht 16gb ram and mid range Core 5 processor

Product Details	Qty	Unit Price	Total
<b>Onboarding of MSP device</b> Implementation of Twotrees Managed Services monitoring agents on equipment to be covered. Register and verify equipment is live and available to monitor and manage.  See scope detail for items to be completed for remote monitoring onboarding.  * Check the AD server computers list * Update the remote monitoring portal with the new equipment info and remove any computer equipment being retired from these same consoles / portals, * Verify the antivirus being used by the customer and install on new device as well as clean out old equipment. ***** document this in work order.	1	\$33.00	\$33.00

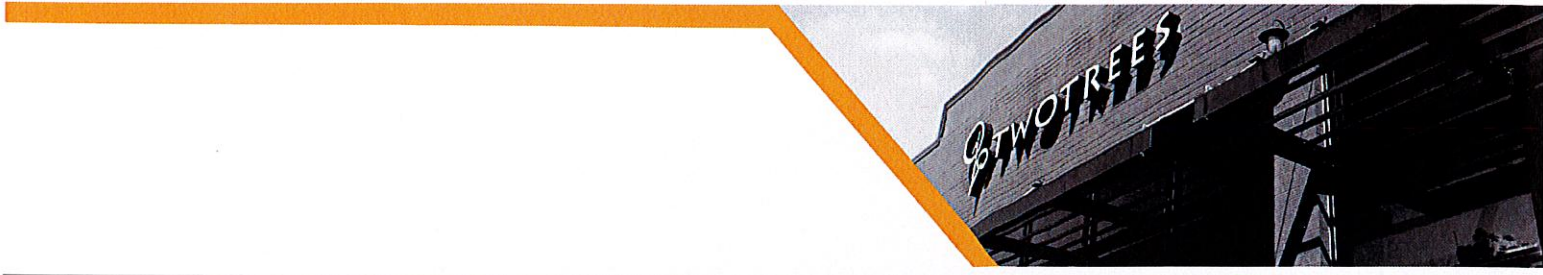
Subtotal: \$3,338.00

Optional Surface Pro 10 with 32b ram and faster Core 7 processor

\* Optional

Product Details	Qty	Unit Price	Total
<b>Microsoft Surface Pro 10 Tablet - 13" - 32 GB - 256 GB SSD - Windows 11 - 5G - Platinum - Core Ultra 7 165U - 600 Nit - 2880 x 1920 - PixelSense Display - Cellular Phone Capability - 5G NR, LTE, GPRS, EDGE, LTE Advanced Pro - 16 Hours Maximum Battery Run</b>	1	\$2,784.00	\$2,784.00
<b>Microsoft Extended Hardware Service - 3 Year - Service - Service Depot - Exchange</b>	1	\$99.00	\$99.00

\* Optional Subtotal: \$2,883.00



## New Employee Surface Pro system

Prepared by:  
**Twotrees Technologies**  
Greg Richter  
greg.richter@twotrees.com

Prepared for:  
**Codington County Community Services**  
7 W Kemp  
Watertown, SD 57201  
Sara Foust  
(605) 882-6286  
sara.foust@codington.sdcounty.gov

Quote Information:  
**Quote #: 004099**  
Version: 1  
Delivery Date: 06/16/2026  
Expiration Date: 06/29/2026

### Quote Summary

Description	Amount
Surface Pro 11 wiht 16gb ram and mid range Core 5 processor	\$3,338.00
<b>Total:</b>	<b>\$3,338.00</b>

### \*Optional Expenses

Description	One-Time
Optional Surface Pro 10 with 32b ram and faster Core 7 processor	\$2,883.00
<b>Optional Subtotal:</b>	<b>\$2,883.00</b>


This order is subject to Twotrees Terms and Conditions:

<https://www.twotrees.com/terms>

Prices are subject to change due to market volatility and will be finalized when your order is placed.

Twotrees Technologies

Codington County Community Services

Signature: 

Name: Greg Richter

Title: \_\_\_\_\_

Date: 06/16/2026

Signature: \_\_\_\_\_

Name: Sara Foust

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



## MEMORANDUM OF UNDERSTANDING

*The following MOU content is incorporated into the governance and operational expectations of the Steering Committee as part of a unified process supporting treatment court operations.*

**AGREEMENT between:** Codington County Treatment Court

Presiding Circuit Judge: Patrick Pardy

Elected State's Attorney: Alison Bakken

Defense Attorney/Public Defender: Justin Larson

Court Services (Chief CSO): Molly Ramlo

MH/SUD Treatment Agency Director: Kari Johnston

Law Enforcement (Sheriff): Brad Howell

Law Enforcement (Chief of Police): Tim Toomey

County Commissioner: Codington County

Community Agencies: Sara Foust & Stacy Hendricks

The parties to this Agreement endorse the mission and goals of the treatment court in order to enhance public safety, ensure participant accountability, and reduce the cost to society. By addressing criminal thinking, substance/alcohol use disorders, trauma, and mental and physical health, the participants will realize improved quality of life. The parties recognize that for the goals and mission of the treatment court to be successful, cooperation and collaboration must occur within a networks of systems.

The parties to this Agreement understand that the confidentiality of participants' alcohol and drug treatment records are protected under Federal regulations: Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and the HIPPA Privacy Rule, 45 CFR 160, 162, and 164. The parties agree to comply with all confidentiality requirements.

### PROGRAM GOALS

Improve the lives of participants with substance use disorders in the criminal justice system through the integration of intensive supervision, alcohol and drug treatment, mental health services, alcohol and drug testing, and case management services with criminal justice system processing.

The parties agree that the program will follow the *10 Key Components of Drug Courts* in which the respective agencies will work cooperatively. They are:

1. Drug courts integrate alcohol and other drug treatment services with justice system case processing.
2. Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.
3. Eligible participants are identified early and promptly placed in the drug court program.
4. Drug courts provide access to a continuum of alcohol, drug and other related treatment and rehabilitations services.
5. Abstinence is monitored by frequent alcohol and other drug testing.
6. A coordinated strategy governs drug court responses to participant compliance.
7. Ongoing judicial interaction with each drug court participant is essential.
8. Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.
9. Continuing interdisciplinary education promotes effective drug court planning, implementation, and operations.
10. Forging partnerships among drug courts, public agencies, and community-based organizations generates local support and enhances drug court effectiveness.

### **INDIVIDUAL AGENCY RESPONSIBILITIES AND STAFF COMMITMENTS**

#### **Treatment Court Judge**

1. The Judge will ensure a cooperative atmosphere for attorneys, Court Services Officers, law enforcement, and treatment providers to stay focused on the task of providing participants with treatment and rehabilitation opportunities.
2. The Judge will ensure the integrity of the treatment court is maintained by having an understanding of the program's policies and procedures.
3. The Judge will participate as an active member of the Staffing Team and will chair the treatment court team.
4. The Judge will assist in motivating and monitoring the participants of the treatment court.
5. The Judge will gather information from the treatment court team and make all final decisions on incentives, sanctions that effect the participants.
6. The Judge will act as a mediator to develop resources and improve interagency linkages.
7. The Judge will contribute to the education of peers, colleagues, and the judiciary in the efficacy of treatment court.
8. The Judge encourages participants to succeed, treats participants fairly and with respect and is not intimidating.
9. The Judge emphasizes treatment throughout the participant's time in the treatment court.

#### **Ethical Considerations**

- The Judge must show impartiality.
- The Judge must be aware of ex parte communication.
- The Judge must demonstrate judicial authority.
- The Judge must not give up their final decision-making authority.
- The Judge must recognize constitutional rights and follow appropriate legal processes.

### **Treatment Court Coordinator**

1. The Coordinator will assist in providing general oversight to the treatment court to include meeting attendance, grant reporting, and administration of the budget (to include management of contracts), program support, funding solicitation and community outreach. The responsibilities exist for the term of this Agreement, as funding permits.
2. The Coordinator will facilitate communication between team members and partner agencies.
3. The Coordinator will assist with organizing court, events and meetings and compiling supporting materials to disseminate to stakeholders and providers of services to maintain linkages.
4. The Coordinator will ensure the treatment court policies and procedures are updated annually and followed during program operations.
5. The Coordinator will ensure all team members follow confidentiality regulations and all appropriate forms are signed and circulated to the appropriate agencies.
6. The Coordinator will provide oversight of the statistical database and evaluation process of the treatment court.
7. The Coordinator will assist in providing or seeking continuing training for the treatment court team and will ensure all new team members receive a treatment court orientation before participating in their first staffing.

### **Ethical Considerations**

- The Coordinator must be knowledgeable of each team members ethical boundaries and how they are incorporated into the treatment court.

### **Treatment Court Prosecutor**

1. The Prosecutor will be assigned to the treatment court for the term of this Agreement and will participate as an active member of the Staffing Team and the Steering/Planning Team.
2. The Prosecutor will assist in identifying defendants arrested for specific offenses that meet program eligibility requirements.
3. The Prosecutor may help resolve other pending legal cases that affect participants' legal status or eligibility.
4. The Prosecutor will participate as a Team member during pre-court staffings and advocate for effective incentives and sanctions for program compliance or lack thereof.
5. The Prosecutor will participate as a Team member, operating in a non-adversarial manner during court, to promote a sense of a unified Team presence.
6. The Prosecutor will contribute to the education of peers, colleagues, and the judiciary in the efficacy of treatment court.
7. The Prosecutor agrees that a positive drug test or open court admission of drug possession or use will not result in filing of additional charges.
8. The Prosecutor makes decisions regarding the participant's continued enrollment in the program based on performance in treatment rather than on legal aspects of the case, barring additional criminal behavior.

### Ethical Considerations

- The Prosecutor must make decisions to protect public safety.
- The Prosecutor must advocate for the victims' interest.

### **Treatment Court Defense Attorney/Public Defender**

1. The Defense Attorney/Public Defender will be assigned to the treatment court for the term of this Agreement and will participate as an active member of the Staffing Team and the Steering/Planning Team.
2. The Defense Attorney/Public Defender will advise the defendant as to the nature and purpose of the treatment court, the rules governing participation, the consequences of abiding or failing to abide by the rules, and how participating or not participating in treatment court will affect his/her interests.
3. The Defense Attorney/Public Defender will participate as a Team member, operating in a non-adversarial manner during court, to promote a sense of a unified Team presence.
4. The Defense Attorney/Public Defender will review the participant's progress in the program and advocate appropriately for effective incentives and sanctions for program compliance or lack thereof.
5. The Defense Attorney/Public Defender will ensure the constitutional rights of the participant are protected.
6. The Defense Attorney/Public Defender will advocate for the participant's stated interests.
7. The Defense Attorney/Public Defender will contribute to the education of peers, colleagues, and the judiciary in the efficacy of treatment court.
8. The Defense Attorney/Public Defender explains all the rights that the participant will temporarily or permanently relinquish.
9. The Defense Attorney/Public Defender explains that because criminal prosecution for admitting to substance or alcohol use in open court will not be invoked, the participant is encouraged to be truthful with the team.

### Ethical Considerations

- The Defense Attorney/Public Defender must demonstrate integrity to the client.
- The Defense Attorney/Public Defender must protect attorney/client privilege.
- The Defense Attorney/Public Defender must insure the client's due process rights are protected.

### **Treatment Court Court Services Officer**

1. The Court Services Officer will be assigned to provide comprehensive case management and field supervision of treatment court participants for the term of this Agreement and to participate as an active member of the Staffing Team and Steering/Planning Team.
2. The Court Services Officer will use a validated criminogenic risk/needs assessment tool to be conducted during the referral process to ensure the treatment court is serving the appropriate target population.
3. The Court Services Officer will provide coordinated and comprehensive supervision and case management to include telephone contact, office/home/employment visits, as well as random field visits to participants' homes.

4. The Court Services Officer will develop effective measures for alcohol and drug testing and supervision compliance reporting that provide the treatment court staffing team with sufficient and timely information to implement sanctions, incentives, and therapeutic interventions.
5. The Court Services Officer will monitor/assist the participant compliance and progress to the adherence of the Judgement and Sentence order and program requirements.
6. The Court Services Officer will participate in pre-court staffings and will provide updates on all active participants and advocate for effective incentives, sanctions, and therapeutic interventions during staffing.
7. The Court Services Officer will coordinate the utilization of community-based services such as health and mental health services, victims' services, housing, entitlements, transportation, education, vocational training, and job skills training and placement to provide a strong foundation for participants.
8. The Court Services Officer will utilize and deliver cognitive-behavioral interventions to address criminal thinking and increase a readiness for change.
9. The Court Services Officer will contribute to the education of peers, colleagues, and the judiciary in the efficacy of treatment court.
10. The Court Services Officer will develop a written case plan and update based ongoing risk and need assessment.

#### Ethical Considerations

- The Court Services Officer must make decisions to protect public safety.
- The Court Services Officer must inform the court of non-compliance with judicial orders in a timely manner.

#### **Treatment Court Treatment Provider (SUD & MH)**

1. The Treatment Provider will participate fully as a Team member, for the term of this Agreement and will work as a partner to ensure the success of treatment court participants.
2. The Treatment Provider will operate in conjunction with the treatment court team for the assessment and placement of participants in the appropriate level of care to meet their treatment needs.
3. The Treatment Provider will utilize a validated clinical screening and assessment tool to ensure appropriate placement of participants.
4. The Treatment Provider will provide progress reports to the Team prior to staffing, so the Team will have sufficient and timely information.
5. The Treatment Provider will advocate for effective incentives, sanctions, and therapeutic adjustments during staffing.
6. The Treatment Provider will provide information to the Team on assessment, basis of alcohol/substance use, the impact of treatment on the participant, and the potential for relapse.
7. The Treatment Provider will ensure all confidentiality forms are signed with the client and the team.
8. The Treatment Provider will contribute to the education of peers, colleagues, and the judiciary in the efficacy of treatment court.
9. The Treatment Provider manages the delivery of treatment services and administers

- behavioral or cognitive-behavioral treatments that are documented in manuals and have been demonstrated to improve outcomes.
10. The Treatment Provider provides clinical case management, provides relapse prevention and continuing care and develops a continuing care plan with participants.

#### Ethical Considerations

- The Treatment Provider must keep its integrity to the client.
- The Treatment Provider must have a valid release of information executed before sharing patient information.
- The Treatment Provider only needs to share information that is pertinent to court requirements (i.e.; attendance, testing results, where client is in treatment, changes in client treatment).

#### **Treatment Court Law Enforcement**

1. Law Enforcement will assist the treatment court team in monitoring of participants and will designate specific officers to perform the service for the term of this Agreement and will assign a representative to participate as an active member of the Steering/Planning Team.
2. Law Enforcement will identify appropriate representatives to participate in the weekly treatment court staffing meetings to provide appropriate information and insight from the law enforcement community's perspective regarding treatment court participants.
3. Law Enforcement will help to identify potential and eligible treatment court participants.
4. Law Enforcement will advocate for effective incentives and sanctions during staffing.
5. Law Enforcement serves as a liaison between the treatment court team and the community and provides information to the treatment court team on community issues related to alcohol and drug use.
6. Law Enforcement will provide information and support to participants in the community, encouraging them to succeed in the treatment court.
7. Law Enforcement will contribute to the education of peers, colleagues, and the judiciary in the efficacy of treatment court.
8. Law Enforcement may assist with home visits.

#### Ethical Considerations

- Law Enforcement must protect public safety.
- Law Enforcement is sworn to uphold the law and serve their community.

In creating this partnership and uniting around a single goal of addressing an underlying problem affecting our community, we pledge to enhance communication between courts, law enforcement, advocacy groups, and treatment programs. Through this linkage of services, we expect greater participation and effectiveness in addressing treatment court participants involved in the criminal justice system.

All parties agree to be represented in the treatment court team. The treatment court team will be responsible for modifying and amending this Agreement. The treatment court team will address problems and issues as identified and develop policy and program modifications.

The parties recognize that additional terms, conditions, or collaborative efforts may become necessary as the partnership develops. Such supplemental understandings or specific program details may be set forth in one or more *Addenda* to this Memorandum of Understanding (MOU). Each Addendum shall:

1. Clearly reference this MOU;
2. Be signed by authorized representatives of all parties; and
3. Be considered a binding part of this Agreement upon execution.

- No Addendum is attached at this time.*  
 *Addendum(s) attached and incorporated herein:*

### **AGREEMENT MODIFICATIONS**

Any individual agency wishing to amend and/or modify this Agreement will notify the coordinator of this issue(s). The coordinator will present the issue(s) to the Steering Committee for the purpose of modifying and/or amending the Agreement. The issues will be decided by consensus (if possible) or by simple majority, if not.

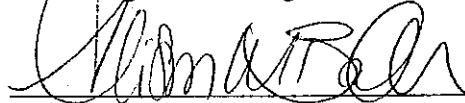
### **TERMINATION OF AGREEMENT**

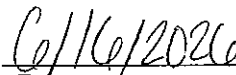
Individual agencies contemplating termination of their participation in this Agreement shall first notify the coordinator of their concerns. The coordinator shall attempt to resolve the program to ensure continuation of the treatment court. If the coordinator is unable to resolve the concern, the issue(s) will be presented to the Steering Committee to reach a resolution. If unable to resolve the problem, the individual agency or department can exercise its right to terminate this Agreement by notifying all other agencies in writing a minimum of sixty (60) days prior to such termination.

**IN WITNESS THEROF**, the parties have caused their duly authorized representative to execute this Agreement.

\_\_\_\_\_  
Presiding Circuit Judge: Patrick Pardy

\_\_\_\_\_  
Date

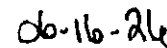




\_\_\_\_\_  
Elected State's Attorney: Alison Bakken

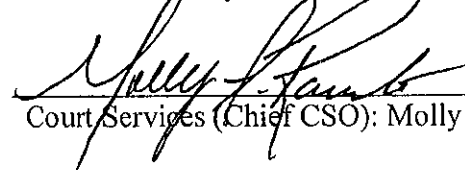
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Date

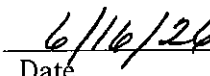




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Defense Attorney/Public Defender: Justin Larson

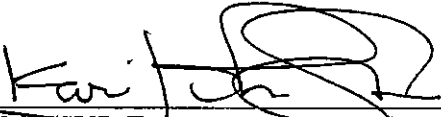
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Court Services (Chief CSO): Molly Ramlo

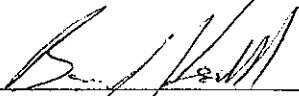
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Date



MH/SUD Treatment Agency Director: Kari Johnston

6-16-2026

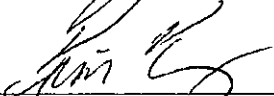
Date



Law Enforcement (Sheriff): Brad Howell

6-16-26

Date



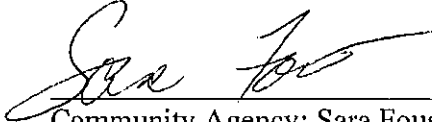
Law Enforcement (Chief of Police): Tim Toomey

6-16-26

Date

County Commissioner: Codrington County

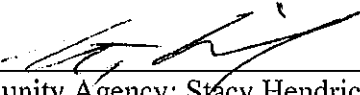
Date



Community Agency: Sara Foust

6/16/26

Date



Community Agency: Stacy Hendricks

6/16/26

Date