AGENDA
Codington County Board of Commissioners
Codington County Court House, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, September 22, 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 September 22, 2026, agenda**
5. **Action to approve September 08, 2026, minutes of the Board of Codington County Commissioners**
6. **Public meeting 9:00 a.m., Codington County 5-year Highway and Transportation Plan**
7. **Public Hearing on 2027 Codington County Provisional budget**
8. **Action to adopt the 2027 Codington County Provisional budget and accompanying resolution 2026-25**
9. **Discussion with Chris Clifton, Watertown Development Company Executive Director**
10. **Monthly Reports**
    a. **Emergency Management**
    b. **Sheriff**
    c. **Highway**
    d. **Facility Manager**
11. **Discussion/possible action to approve Community Service Office to apply for two Bureau of Justice Assistance grants**
12. **Discussion/possible action to approve Community Service Office to apply for COSSUP grant**
13. **Action to approve Certificate of Adoption to update HAZMAT Plan**
14. **Action to approve Joint Powers and Funding agreement with SDDOT for Bridge 15-154-080**
15. **Action to approve Joint Powers and Funding agreement with SDDOT for Bridge 15-190-099**
16. **Action to approve Joint Powers and Funding agreement with SDDOT for Bridge 15-190-111**
17. **Discussion/possible action to authorize Chair to sign 2027 seasonal Memorial Park Campground Management Services Agreement**
18. **Discussion/possible action to authorize Chair to sign E-911 services contract with City of Watertown**
19. **Discussion/possible action to authorize Chair to sign contract for server access in conjunction with northeast South Dakota RIEM program**
20. **Discussion/possible action to authorize Chair to sign agreement for commissioning agent services for mechanical and electrical systems for the new jail**
21. **Action to acknowledge 2026 County safety awards**
22. **Action to acknowledge passing of former County employees/officials**
23. **Note the Board will not meet on September 29th, 2026, due to previously adopted policy**

24. **Action to approve abatement applications**

25. **Action to approve claims for payment**

26. **Action to approve automatic budget supplements**

27. **Action to approve personnel changes**

28. **Action to approve travel requests**

29. **Public Notices – a possible quorum of Commissioners could be in attendance at:**

30. **Old Business**

31. **New Business**

32. **Open**
    a. **Public Comments**
    b. **Commission Comments**

33. **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))

34. **Action to adjourn upon completion of agenda items.**

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

Official Proceedings
County of Codington
Codington County Court House
14 1st Ave SE
Watertown, SD 57201

September 08, 2026

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, September 08, 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 Facility Manager, Steve Molengraaf.

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 September 08, 2026, as posted adding to authorize Auditor's office to process necessary claims due to not meeting until September 22, 2026; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by McElhany, to approve the minutes of September 01, 2026; all voted aye; motion carried.

2027 PROVISIONAL BUDGET PUBLIC HEARING

The Board held a public hearing, as previously advertised, to allow any and all interested parties to comment on the 2027 Codington County Provisional Budget. Chair VanDusen opened the public hearing at this time. No comments were offered by persons present for this hearing. Chair VanDusen closed the public hearing at this time. The Board will conduct public hearings again, during their regular meetings on September 22nd, 2026. The provisional budget will be adopted during the Board's regular meeting on September 22nd, 2026, at which time the budget may be amended upon action by the Board.

EMPLOYEE HEALTH INSURANCE PLAN REVIEW

Kranz Insurance representatives, Ray Kranz and Jamie Riley, Julia Andresen, Sanford Health Plan, Group Account Manager, Joe Weber, Sanford Health Plan, Account Manager and Stephen Brua, Graber & Associates, Broker, met with the Board to review the County's employee health insurance plans and renewable premium rates for 2027 coverage.

MONTHLY REPORTS

4-H Youth Program Advisor, Jodi Loehrer, updated the Board: Congratulations to all the 4-H youth; Codington County had a great representation at the State Fair; this weekend is the State Fall Shoot in Mitchell where youth will compete in Trap, Skeet and Muzzleloader; the SDSU Extension Conference is coming up; 4-H youth will now be applying for awards and completing their 4-H record books; the new 4-H year begins on October 1st, 2026; **Auditor, Brenda Hanten,** informed the Board: Ballots have been ordered; letters have been mailed out to precinct workers; received centrally assessed utilities allowing the calculation of property tax levies for taxes pay 2027. **Community Service Director, Sara Foust,** updated the Board: Medicaid Reimbursement - $2,180.00 billed in July & August; DOH CHW Grant reimbursement - $2,517.00 in July & August; Community Service Office – attended a facilitation training in Sioux Falls Aug. 11th & 12th; Angie is working with Prison & Parole to develop a reentry process and program for people returning from prison; Tiffany has been seeing clients and is having great results, this is also increasing referrals to CHW's, Cassidy has started her CHW certification program and has developed a curriculum for Emerging adults, her and Paige plan to start groups for this after she is done with the CHW program, Paige is updating the procedures for county processes; continue to see higher financial needs and very limited resources in the community, as a reminder, the county has very strict criteria for eligibility, must be a county resident, last resort, must agree to participate in case management

and will have a lien placed; submitted the grant for ESG and we will likely receive some funding to help with rent and housing assistance, the housing proposal for Transitional Housing was selected by SDHDA to be part of the South Dakota application, waiting for HUD to resolve the latest law suit before the state application can be submitted, having staff training on Sept. 18th for a few hours, so the door will be locked, will answer the phone; Systems of Care/Codington Connects – Interagency meeting this Thursday at the Boys and Girls Club at 10:00 a.m.; Central Location – Asbestos remediation is done, working on finalizing funding, there have been some challenges; Childcare – meets next week, three priorities are: employer engagement, education and finding staff; Check out Codington Connects at www.codingtonconnects.com for more events and information about the community.

AUDITOR'S ACCT. W/TREASURER AND REGISTER OF DEEDS FEES

Motion by McElhany, second by Gabel, to approve the Auditor's Account of the cash and cash items in the hands of the County Treasurer as of the last business day of August 2026, all present voted aye; motion carried.

Cash on hand	$ 6,846.50
Checks in Treasurers' possession	$ 69,616.44
less than 3 days	0.00
Credit Card Charges	$ 15,365.69
Cash Items	$ 425.00
TOTAL CASH ASSETS ON HAND	**$ 92,253.63**
RECONCILED CHECKING	
Reliabank (Memorial Park)	$ 1000.00
Reliabank Dakota	$ 25,692,588.89
INVESTMENTS	
SD Public Funds Investment	$ 1,130.58
Plains Commerce Bank CD's	$ 0.00
Colliers Securities	$ 16,536,519.21
TOTAL CASH ASSETS	**$ 42,323,492.31**
General Ledger Cash Balance by Funds	
General	$ 9,063,343.33
General restricted cash	$ 500,000.00
Sp. Revenue	$ 8,355,405.26
County Jail Build	$22,953,824.81
Bond Redemption Fund	$ 295,809.47
Custodial	$ 1,155,109.44
(schools $184,666.17, townships $57,863.11; city/towns $252,971.99)	
TOTAL GENERAL LEDGER CASH	**$ 42,323,492.31**

The Board noted Register of Deeds fees, in the amount of **$48,389.70,** were collected in the month of August 2026.

NOTE BOARD WILL NOT MEET SEPTEMBER 15TH, 2026, DUE TO SDACO/SDACC ANNUAL CONVENTION

AUDITOR'S OFFICE TO PROCESS NECESSARY CLAIMS FOR PAYMENT

Motion by Gabel, second by McElhany, to approve the Auditor's Office to process necessary claims for payment, Auditor, Brenda Hanten, explained to the Board due to the SDACO/SDACC conference the Board will not be meeting September 15th, 2026, and with the early deadline for claims this month that the office will be able to process any claims that need to be paid and then approved at the September 22nd, 2026, meeting; all voted aye; motion carried.

CLAIMS

Motion by McElhany, second by Schweer, to approve for payment the following list of claims; all voted aye; motion carried.

3E ELECTRICAL ENGINEERING & 493.97 MAINT, 605 PROPERTY SOLUTIONS, LLC 1099.02 RENT, A-OX WELDING 82.96 SUPPLIES, ACCREDITATION, AUDIT AND 165.00 SVC, A&B BUSINESS SOLUTIONS 346.02

MAINT, ADVANCED CORRECTIONAL 21229.67 SVC, ADVANTAGE RV'S & TRAILERS INC 35.19 MAINT, AGTERRA TECHNOLOGIES, INC 1260.00 SUP, ALCOHOL MONITORING SYSTEMS 900.70 SVC, AUSTIN LAW OFFICES LLP 29536.39 SVC, AUTOMATIC BUILDING CONTROLS 885.00 MAINT, AUTO VALUE 53.99 SUP, BANNER ASSOCIATES, INC 9054.58 REPAIRS/MAINT., BATTERIES UNLIMITED 48.00 SUP, BATTERIES UNLIMITED 905.00 REPAIRS/MAINT., BEACON CENTER 1000.00 PMT, BLACKBURN FOUNDATION REPAIR 4546.44 MAINT, BLUEPEAK 339.71 UTIL, BLUME FIREWOOD 1200.00 SUP, BOYS & GIRLS CLUB 8926.58 PMT, BRATLAND LAW 6819.80 SVC, BROTHERS & SISTERS BEHIND BARS 4664.65 RENT, BROWN CLINIC 1496.00 SVC, C&R FIRE SUPPRESSION 125.00 MAINT, CEDAR SHORE RESORT 327.92 TRAV, WHITNEY CHILSON 52.80 JURY, DARRIN CHRISTENSEN 50.00 CELL, CODINGTON COUNTY CLERK OF COUR 79.25 REIMB, COKO PROPERTIES 350.00 RENT, COLE PAPERS, INC. 2220.17 SUP, ANGIE COLLIGNON 40.00 CELL, JOANN COMES 71.00 JURY, LISA COMES 72.40 JURY, COMMUNITY TRANSIT OF WATERTOWN 24.00 TRAV, JODI K HOFFMANN 1419.80 SVC, CONSOLIDATED CORRECTIONAL 18424.42 SUP, CREDIT COLLECTIONS BUREAU 163.07 SVC, CREDIT COLLECTIONS BUREAU 50.90 SVC, CULLIGAN OF WATERTOWN 367.75 SUP, JAN DAILEY 25.00 CELL, DAKOTA GROUP PSYCHOLOGICAL 2645.00 SVC, LAVERNE D DALLY(CHARLIE) 25.00 CELL, MATTHEW DARGATZ 25.00 CELL, KATHRYN JANE DEJONG 400.00 SVC, MARK DEROUCHEY 57.00 JURY, DETCO 1106.59 SUPPLIES, DIEBOLD NIXDORF INC 877.50 MAINT, JAMIE DOLEN 25.00 CELL, DOUG'S ANCHOR MARINE 2463.48 SUP, PAMELA DRAKE 59.80 JURY, KEITH EISCHENS 25.00 CELL, ELECTION SYSTEMS & SOFTWARE 381.25 SVC, EMBERLINE PRESS INC 169.95 POST, EMBERLINE PRESS INC 3251.44 POST, JERAD ENGELS 845.80 MAINT, FACE IT TOGETHER INC 3332.31 SVC, RANDALL G. FALVEY 40.00 CELL, FAMILY DENTAL CENTER 1255.00 SVC, TOWN OF FLORENCE 1.55 UTILITIES, SARA FOUST 40.00 CELL, BRIANA FRENCH 51.40 JURY, MICHELLE GAIKOWSKI 161.50 SVC, GRAINGER 243.26 SUP, GREEN OVIATT LAW FIRM LLP 19394.00 SVC, GUARDIAN ALLIANCE TECHNOLOGIES 125.00 SVC, JUSTIN HALAJIAN 40.00 CELL, MERIL HAMBLIN 52.80 JURY, RON HARTLEY 25.00 CELL, HARTWIG HEATING 2872.33 MAINT, HEALTHSOURCE OF WATERTOWN 300.00 REPAIRS/MAINT., DAVID HEDDING 25.00 CELL, HELSPER, MCCARTY & RASMUSSEN 37064.80 SVC, TOWN OF HENRY 219.11 UTILITIES, PAUL HERTING 51.40 JURY, CODY HOFF 25.00 CELL, JIMMY HOLDAHL 51.40 JURY, HYVEE #1871 ACCTS RECEIVABLE 99.02 SVC, I STATE TRUCK CENTERS 170.57 REPAIRS/MAINT., JON INGALLS 25.00 CELL, INTERLAKES COMMUNITY ACTION 1926.00 SVC, INTERSTATE ALL BATTERY CENTER 2160.80 SUP, JEBRO INC. 266133.21 SUPPLIES, ADAM JENSON 51.40 JURY, JOHNSON CONTROLS BUILDING 422.24 MAINT, WADE JORDAN 25.00 CELL, MITCHELL KALLHOFF 25.00 CELL, KENNEDY PIER LOFTUS & REYNOLDS 378.20 SVC, ERIK KOSAK 25.00 CELL, JOSEPH LAFRAMBOISE 25.00 CELL, LANGUAGE LINE SERVICES INC 35.39 SVC, THE LOFTS 1585.50 RENT, MAC'S, INC 37.70 SUP, MAC'S HARDWARE 4.41 REPAIRS/MAINT., RONI MACK 64.00 JURY, MARSHALL & SWIFT/BOECKH, LLC 877.53 MAINT, MASTERS TELECOM LLC 355.94 UTIL, MCKESSON MEDICAL SURGICAL 168.41 SUP, MCLEOD'S PRINTING & OFFICE SUP 498.74 SUP, MENARDS 713.47 SUP, MENARDS 431.13 SUPPLIES, MIDCONTINENT COMMUNICATIONS 324.88 UTIL, KLAYTON MILLER 25.00 CELL, MINNEAPOLIS FORENSIC 2818.75 SVC, MULTI BUSINESS SOLUTIONS INC 5665.00 SVC, MUNICIPAL UTILITIES 82.45 UTIL, MUNICIPAL UTILITIES 20168.02 UTIL, NAPA CENTRAL 286.21 REPAIRS/MAINT., NELSON & ERICSSON LAW OFFICE 7094.00 SVC, CHRISTA NELSON 52.80 JURY, JULIE NELSON 52.80 JURY, NEWMAN TRAFFIC SIGNS ACCOUNTS 1030.39 SUPPLIES, SHAWN NILLS 40.00 CELL, NORTHERN CON-AGG 23524.67 SUPPLIES, NORTHERN SAFETY TECHNOLOGY 1462.90 EQUIP, NORTHWESTERN ENERGY 54.78 UTILITIES, OFFICE PEEPS, INC. 3523.32 SUP, OFFICE PEEPS 13.30 SUPPLIES, OREILLY AUTO PARTS 15.27 SUP, OTTERTAIL POWER CO, 43.14 UTILITIES, MICHELLE PEDERSON 40.00 CELL, PHEASANTLAND INDUSTRIES 139.11 SUPPLIES, PITNEY BOWES 1700.00 SUP, POMP'S TIRE SERVICE, INC. 2048.90 REPAIRS/MAINT., PPWIX WEBSITE SERVICES 1016.75 SVC, PRAIRIE LAKES HEALTH CARE CENT 2298.77 SVC, PRINT 'EM NOW 45.00 SUP, ANN RASMUSSEN 304.20 TRAV, REDWOOD TOXICOLOGY LABORATORY 2013.27 SUP, RIBSTEIN & HOGAN LAW FIRM 5566.58 SVC, RIDDLE'S GLASS INC 138.95 MAINT, RUNNINGS 38.97 SUP, SABER SHRED SOLUTIONS 4170.40 REPAIRS/MAINT., SAFETY BENEFITS 225.00 SVC, SANFORD WATERTOWN MED CENTER 3675.00 SVC, SCHUMACHER ELEVATOR COMPANY 918.51 MAINT, SD ATTORNEY GENERAL'S OFFICE 1375.50 SVC, SD DEPARTMENT OF HEALTH 6295.00 SVC, SOUTH DAKOTA DEPT. OF TRANSPOR 103652.12 REPAIRS/MAINT., SD STATE TREASURER 632323.47 AUGUST REMITTANCE, SDACO 786.00 PMT, SDN COMMUNICATIONS 1026.00 UTIL, SDRS SPECIAL PAY PLAN 6451.31 PMT, SDVSOA 200.00 TRAV,

MELISSA SEARS 40.00 CELL, HEIDI SELCHERT 40.00 CELL, SHARP AUTOMOTIVE 1028.87 MAINT, SIGNPRO 575.00 MAINT, SIOUX RURAL WATER SYSTEM 39.50 UTIL, SIOUX VALLEY COOP 7404.59 SUP, SIOUX VALLEY COOP 1539.02 SUPPLIES, SIRCHIE LLC 49.57 SUP, SNAP-ON INDUSTRIAL 246.35 SUPPLIES, LAW OFFICE OF ALEXANDER SOCIA 16692.36 SVC, LYNN SOLBERG 40.00 CELL, SOUTHEAST TECHNICAL COLLEGE 3213.69 SVC, STEVE STAHLKE 25.00 CELL, STAR LAUNDRY 2783.17 SUP, STAR LAUNDRY 132.44 SUPPLIES, STATE 4-H OFFICE FAIR PASSES 85.00 TRAV, SCOTT SWANSON 25.00 CELL, TEAM LAB 47971.50 REPAIRS/MAINT., TECHNIQUES INC 100.59 SUP, TEESDALE LAW OFFICE, PLLC 1006.50 SVC, THE PULSE ADVANTAGE 1800.00 SVC, THOMSON REUTERS-WEST 501.01 SVC, DOUGLAS D. TORSTENSON 25.00 CELL, JAMES TORSTENSON 20.00 CELL, TRAFFIC SAFETY STORE 465.05 SUP, TRANSOURCE 2615.75 SUPPLIES, ALISON TRAUBA 40.00 CELL, TRAV'S OUTFITTER INC 149.99 SUP, TRUENORTH STEEL 15660.80 SUPPLIES, TWOTREES TECHNOLOGIES 9681.00 MAINT, TWOTREES TECHNOLOGIES 37.00 SUPPLIES, VAN DIEST SUPPLY COMPANY 847.36 SUP, VERIZON WIRELESS 1251.08 UTIL, VERIZON WIRELESS 298.97 UTIL, VERIZON WIRELESS 1689.88 UTIL, VERIZON WIRELESS 75.06 UTIL, VERIZON 40.01 UTILITIES, RELIABANK VISA 79.23 SUP, RELIABANK VISA 1116.23 SUP, RELIABANK VISA 195.94 SUP, RELIABANK VISA 971.98 SVC, RELIABANK VISA 189.99 SUP, RELIABANK VISA 976.06 SUP, RELIABANK VISA 11.31 SVC, RELIABANK VISA 772.09 SUP, RELIABANK VISA 292.35 TRAV, RELIABANK VISA 228.10 UTIL, RELIABANK VISA 237.49 REPAIRS/MAINT., MARLONIE VOGELSANG 25.00 CELL, GERALD VOLK 54.20 JURY, GAIL WAHL 1640.00 PMT, SCOTT WAHL 1640.00 PMT, WARNE PLUMBING 406.13 MAINT, WATERTOWN CURRENT LLC 32.24 PUB, WATERTOWN CURRENT LLC 1036.51 PUB, WATERTOWN LAWN & GARDEN 236.50 MAINT, BRETT WENDLER 54.20 JURY, JOHN WEST 51.40 JURY, WESTERN DETENTION 1100.75 MAINT, FLEETPRIDE, INC. 1290.68 REPAIRS/MAINT., SARAH WILKENS 65.40 JURY, TREY WITTENBERG 54.20 JURY, WW TIRE SERVICE INC 106.14 MAINT

Motion by McElhany, second by Gabel to approve the following jail claims for payment; all voted aye; motion carried. Watertown Municipal Utilities $150.00

PERSONNEL CHANGES

Motion by Johnson, second by McElhany, to approve the following Personnel changes: all voted aye; motion carried. Noah Felderman, part-time Corrections Officer, Detention Center, Grade 35/Step A, $27.66 per hour, effective 9-14-2026, Chad Stricherz, part-time Corrections Officer, Detention Center, Grade 40/Step E, $32.98/per hour, effective 8-24-2026, Keirsten Anglin, part-time Corrections Officer, Detention Center, Grade 35/Step A, $27.66 per hour, effective 9-15-2026, Donnie Miller, part-time Maintenance Tech I, Government Building, Grade 20/Step A, $21.96/per hour, effective 9-8-2026.

TRAVEL REQUEST

Motion by Johnson, second by McElhany, to approve a travel request for Emergency Management staff to attend conference and pre-conference training; State's Attorney staff to attend board meeting; all voted aye; motion carried.

OLD BUSINESS

Commissioner Gabel informed the Board that the shell space Area A the plumbing and concrete costs are reasonable and should be less than $40,000 to plumb and lay concrete.

OPEN

Commission comments – Commissioner Johnson announced that he attended the SD Retirement meeting and mentioned that it is still 100% funded, had discussion about the COLA and inflation for 2027.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by McElhany, to adjourn at 10:02 a.m., all voted aye; motion carried.

ATTEST:

_____

Brenda Hanten
Codington County Auditor

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

CERTIFICATE OF ADOPTION

The Codington County LEPC, in meeting on Sept 8th, 2026 hereby adopts the HAZMAT Plan as the official document for all hazardous material responses.

Chairperson, Codington County LEPC

Attest:

Cheri Howell
Secretary, Codington County LEPC

Codington County DEM

CERTIFICATE OF ADOPTION

The Codington County Commission, in assembly on_____hereby adopts the HAZMAT Plan of the Codington County LEPC as the official document for emergency operations concerning hazardous material.

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

Attest:

Codington County Auditor

STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
JOINT POWERS AND FUNDING AGREEMENT FOR BRIDGE PRELIMINARY ENGINEERING

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Codington County, South Dakota, referred to in this Agreement as the "COUNTY."

1. JOINT POWERS:

This Agreement does not establish a separate legal entity, as contemplated by SDCL § 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the COUNTY and the STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. The COUNTY will be responsible for acquiring, holding and disposing of all real property required in connection with this Agreement.

2. BACKGROUND:

A. The STATE has limited federal and state funding available for the preliminary engineering of eligible local public agency bridges.

B. The COUNTY has applied for Federal Highway Local Bridge Program funding ("Federal Funds") for the preliminary engineering of structure number 15-154-080, project number BRO 8015(39), PCN 0ANC, referred to in this Agreement as the "PROJECT."

C. The Federal Highway Local Bridge Program provides Federal Funds for 100% of the actual total eligible costs of an approved bridge preliminary engineering project.

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

3. TERM

This Agreement is effective upon execution by both parties and its term is perpetual.

4. PROJECT FUNDING AWARD

The COUNTY is awarded Federal Funds for 100% of the actual total eligible costs of the PROJECT. The COUNTY is responsible for 100% of all expenses deemed by the Federal Highway Administration or the STATE to be non-participating or ineligible for Federal Funds. Ineligible expenses include, but are not limited to, real property acquisition costs, utility relocations, finished roadway surfacing (asphalt, gravel, or concrete), fencing, aesthetics, and off-site environmental mitigation and monitoring costs.

5. DESIGN ENGINEERING SERVICES

The STATE will execute and administer the contracts and work orders for design engineering services for the PROJECT, which includes surveys, hydraulic analysis, and preparation of plans and specifications.

6. ENVIRONMENTAL COORDINATION AND GEOTECHNICAL SERVICES

The STATE will provide environmental coordination and geotechnical services for the PROJECT through STATE forces or consultants selected by the STATE and approved by the COUNTY. If a consultant is retained, the STATE will execute and administer the contracts and works orders for environmental coordination and geotechnical services for the PROJECT. The reasonable and necessary costs of these services will be an eligible PROJECT expense.

7. PROJECT COSTS

The parties estimate the costs of design, environmental coordination and geotechnical services of the PROJECT to be one hundred ninety-one thousand, one hundred dollars, ($191,100), but payment obligations under this Agreement will be based on actual costs. The STATE will pay consultants and contractors for any PROJECT design, environmental coordination, and geotechnical services costs and bill the COUNTY for ineligible PROJECT costs. The COUNTY will pay within 30 days of receipt of billing from the STATE.

8. WORK PERFORMED PRIOR TO AGREEMENT

It is understood and agreed between the parties that certain PROJECT work pertaining to this Agreement may have been performed by the consultant or contractor hired by the STATE before this Agreement was executed. Further, it was the intent of the parties that certain work be performed by the consultant or contractor and be paid for in accordance with this Agreement. In light of the foregoing, the parties to this Agreement ratify the acts of the consultant or contractor hired by the STATE which may have been performed during this period and agree to pay for these services in accordance with the terms of this Agreement.

9. STRUCTURE CONSTRUCTION AND MAINTENANCE

Upon completion of the PROJECT, the COUNTY will be one hundred percent (100%) responsible for all work on the structure, including, but not limited to, construction, construction engineering, any inspection, maintenance, repair, rehabilitation, and replacement.

10. REAL PROPERTY ACQUISITION

The COUNTY will obtain all right-of-way and other real property interests necessary for the PROJECT in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended in 1987. The COUNTY will use unaltered STATE forms in obtaining right-of-way and other real property interests necessary for the PROJECT, unless alterations are approved in advance by the STATE.

11. UTILITY ADJUSTMENTS

The COUNTY will arrange for all needed utility adjustments as part of the PROJECT and certify prior to advertisement or letting that all right-of-way and utility adjustments and agreements are in place.

12. CONFLICT OF INTEREST

The COUNTY certifies the COUNTY has a conflict of interest policy and enforces said policy.

13. INTERNAL REVENUE COMPLIANCE

The COUNTY certifies the COUNTY has filed an Internal Revenue Services (IRS) Form 990 in compliance with federal law, if applicable. The COUNTY will display the filed IRS Form 990 on the COUNTY'S website immediately upon filing.

14. INTERNAL CONTROLS

The COUNTY certifies the COUNTY employs an effective internal control system.

15. SINGLE AUDIT ACT

The COUNTY certifies the COUNTY is in compliance with the federal Single Audit Act and the requirements of SDCL § 4-11-2.1, if applicable. The COUNTY further certifies audits are displayed on the COUNTY'S website.

16. INDEMNIFICATION

The COUNTY agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief to the extent arising as a result of the COUNTY'S negligence, tortious acts, or intentional acts in performing services

under this Agreement. Notwithstanding the foregoing, the STATE may, in its sole discretion engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist COUNTY in the defense. If the STATE exercises this authority and COUNTY is determined to be liable, then the STATE is entitled to reimbursement of its reasonable attorney fees and costs in defending the suit in proportion to the degree of liability attributed to COUNTY in the proceeding. This section does not require COUNTY to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the STATE, its officers, agents or employees.

17. CIVIL RIGHTS ACT

The COUNTY will abide by the requirements of Title VI of the Civil Rights Act of 1964, incorporated in and attached to this Agreement as **Exhibit A**.

18. AMERICANS WITH DISABILTIES ACT

The COUNTY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1964 and any amendments.

19. AMENDMENTS

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

20. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the federal government, Legislature and South Dakota Transportation Commission for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, the South Dakota Transportation Commission fails to allocate state highway funds, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement or reduce the Federal Funds or state highway funds paid under this Agreement. Termination or funding reductions for any of these reasons is not a default or breach by the STATE nor does it give rise to a claim against the STATE.

21. TERMINATION

The STATE may terminate this Agreement with or without cause. If this Agreement is terminated prior to completion of the PROJECT, the COUNTY will, within 180 days of termination of this Agreement, repay all Federal Funds and state highway funds expended on the PROJECT.

22. COMPLIANCE WITH LAWS

The COUNTY must comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The COUNTY must procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.

23. GOVERNING LAW AND VENUE

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

24. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

25. ENTIRE AGREEMENT

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 in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.

26. EMPLOYEE STATUS

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

27. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

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

28. PUBLIC ACCESS TO AGREEMENT

The parties acknowledge and agree that this entire Agreement, including any exhibits and attachments to this Agreement, is a public record that may be provided to the public and posted in its entirety on the State of South Dakota's searchable internet website pursuant to SDCL 1-27-45.

29. SIGNATURE AUTHORITY

The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the Chairperson as the COUNTY'S authorized representative is attached to this Agreement as **Exhibit B**.

[SIGNATURE PAGE FOLLOWS]

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the COUNTY to enter into the same.

Codington County, South Dakota

By:_____

Printed Name:_____

Its: Chairperson

Date: _____

Attest:

By: _____

Printed Name: _____
County Auditor/Clerk

(COUNTY SEAL)

State of South Dakota
Department of Transportation

By: _____

Printed Name: Joel M. Jundt

Its: Department Secretary

Date: _____

EXHIBIT A

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limitedto:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

****

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS BRIDGE IMPROVEMENT GRANT AGREEMENT
FOR PRELIMINARY ENGINEERING – STATE ADMINISTRATION

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Codington County, South Dakota, referred to in this Agreement as the "COUNTY."

1. JOINT POWERS

A. This Agreement does not establish a separate legal entity as contemplated by SDCL § 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the STATE and the COUNTY. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used.

B. Any COUNTY or STATE employee engaged in joint action under this Agreement will remain an employee of his agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to any responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

2. BACKGROUND:

A. The STATE has local bridge improvement grant funding available pursuant to SDCL § 32-11-38 for preservation, rehabilitation, or replacement of eligible local public agency bridges.

B. The COUNTY has applied for and the STATE has awarded to the COUNTY a Bridge Improvement Grant ("BIG") for preliminary engineering for structure number 15-190-099, project number BRF 6127(00)27-1 PCN 0AMP, referred to in this Agreement as the "PROJECT."

C. The COUNTY applied for and was awarded a BIG for preliminary engineering for the PROJECT.

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

3. TERM

A. The STATE issued a letter on August 27, 2026 notifying the COUNTY of the award of the BIG. This Agreement is effective on the date of the letter of award attached to and incorporated in this Agreement as **Exhibit A**.

A. The preliminary engineering work contemplated by this Agreement will be completed no later than three years from the date of the letter of award. No reimbursements will be processed by the STATE for work performed after the date of August 27, 2029.

4. PROJECT PLANNING AND ENGINEERING

A. The STATE will invite the COUNTY, and the COUNTY will participate in, all planning, scoping, and inspection meetings held in connection with the PROJECT.

B. The COUNTY will select a professional engineering firm from the STATE'S current consultant retainer list for the bridge design category of work.

B. The STATE will hire the professional engineering firm selected by the COUNTY to perform the preliminary engineering for the PROJECT. The requirements for the preliminary engineering services to be performed are identified in the attached **Exhibit B.**

C. The STATE will submit to the COUNTY a draft type, size, and location (TS&L) report for the PROJECT for the COUNTY'S review and comment. The COUNTY will review the TS&L and provide the COUNTY'S comments to the STATE. The STATE will address, in writing, all comments made by the COUNTY to the COUNTY'S satisfaction.

5. PAYMENT

A. The STATE will directly pay the professional engineering firm for all PROJECT costs.

B. The STATE will be responsible for fifty percent (50%) of eligible PROJECT costs not to exceed the maximum BIG amount of twenty-nine thousand, six hundred dollars ($29,600). The COUNTY will reimburse the STATE for the COUNTY'S fifty percent (50%) match on eligible PROJECT costs. Once the total BIG amount has been paid, the COUNTY will be responsible for one hundred percent (100%) of all remaining PROJECT costs. The COUNTY will also be one hundred percent (100%) responsible for any PROJECT costs incurred prior to the date of the letter of award. The COUNTY will reimburse the STATE within thirty (30) days of receipt of a billing from the STATE.

6. SUBCONTRACTORS

The COUNTY will include provisions in the COUNTY'S contracts and subcontracts requiring the COUNTY'S contractors and subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE, all in a manner consistent with this Agreement. The COUNTY will cause the COUNTY'S contractors, subcontractors, 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.

7. TERMINATION

The parties may terminate this Agreement by mutual written agreement. The STATE may also terminate this Agreement if the COUNTY breaches any terms of this Agreement. If the STATE terminates this Agreement due to the COUNTY'S breach, then any payments owed to the COUNTY at the time of termination may be adjusted to cover any additional costs to the STATE because of the COUNTY'S breach. The adjustment of payments will be in addition to any other remedies the STATE may pursue as a result of COUNTY'S breach, and the STATE does not waive these other remedies by making a payment adjustment. If termination is not due to a breach by the COUNTY, then the COUNTY will be paid for eligible PROJECT costs incurred up to the date of termination, subject to the maximum limiting amount of the BIG.

8. INDEMNIFICATION

The COUNTY agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief to the extent arising as a result of the COUNTY'S negligence, tortious acts, or intentional acts in performing services under this Agreement. Notwithstanding the foregoing, the STATE may, in its sole discretion engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist COUNTY in the defense. If the STATE exercises this authority and COUNTY is determined to be liable, then the STATE is entitled to reimbursement of its reasonable attorney fees and costs in defending the suit in proportion to the degree of liability attributed to COUNTY in the proceeding. This section does not require COUNTY to be responsible for or defend against claims or proceedings for damages, liabilities, losses or

equitable relief arising solely from errors or omissions of the STATE, its officers, agents or employees.

9. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

10. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the 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, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

11. SINGLE AGENCY AUDIT

The COUNTY certifies the COUNTY is in compliance with the federal Single Audit Act and the requirements of SDCL § 4-11-2.1, if applicable. The COUNTY further certifies audits are displayed on the COUNTY'S website.

12. AUDIT

All PROJECT charges will be subject to audit by the STATE. The COUNTY and the COUNTY'S contractors and subcontractors will keep accounting records clearly identified with this Agreement and will support all PROJECT charges by documents which evidence, in detail, the nature and propriety of those charges.

13. EXAMINATION OF RECORDS

Upon reasonable notice, the COUNTY and the COUNTY'S contractors and subcontractors will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The COUNTY will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement.

14. NON-DISCRIMINATION

The COUNTY will abide by the requirements of Title VI of the Civil Rights Act of 1964, incorporated in and attached to this Agreement as **Exhibit C**.

15. AMERICANS WITH DISABILITIES ACT

The COUNTY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1990 and any amendments.

16. COMPLIANCE

A. The COUNTY must comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The COUNTY must procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.

B. The COUNTY certifies the COUNTY has a conflict of interest policy and enforces said policy.

C. The COUNTY certifies the COUNTY has filed an Internal Revenue Services (IRS) Form 990 in compliance with federal law, if applicable. The COUNTY will display the filed IRS Form 990 on the COUNTY'S website immediately upon filing.

D. The COUNTY certifies the COUNTY employs an effective internal control system.

17. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

18. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

19. 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 in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.

20. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

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

21. PUBLIC ACCESS TO AGREEMENT

The parties acknowledge and agree that this entire Agreement, including any exhibits and attachments to this Agreement, is a public record that may be provided to the public and posted in its entirety on the State of South Dakota's searchable internet website pursuant to SDCL 1-27-45.

22. SIGNATURE AUTHORITY

The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the Chairperson as the COUNTY'S authorized representative is attached to this Agreement as **Exhibit D**.

[SIGNATURE PAGE FOLLOWS]

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the COUNTY to enter into the same.

Codington County, South Dakota

By: _____

Printed Name: _____

Its: County Commission Chairperson

Date: _____

Attest:

By: _____

Printed Name: _____

County Auditor/Clerk

(COUNTY SEAL)

State of South Dakota
Department of Transportation

By: _____

Printed Name: Joel M. Jundt

Its: Department Secretary

Date: _____

SD DEPARTMENT OF TRANSPORTATION

Division of Secretariat
Office of the Secretary
700 E. Broadway Avenue
Pierre, South Dakota 57501
605.773.5105
dot.sd.gov | sd511.org

Transportation Commission Award Date: August 27, 2026

County Commissioners
Codington County

NOTICE OF AWARD

2027 Preliminary Engineering Bridge Improvement Grant
Structure Number 15-190-099
Project Number BRF 6127(00)27-1, PCN 0AMP
Grant Amount = $29,600 (50%)

To whom it may concern;

I am pleased to inform you that the South Dakota Transportation Commission approved a Local Bridge Improvement Grant (BIG) in the amount shown above for the noted structure during their August 27, 2026, commission meeting. This award is contingent on you entering into the attached grant agreement within 30 calendar days of this date. Failure to sign the agreement may result in the reallocation of the grant funds to another eligible applicant within the associated grant cycle.

If you have questions, please feel free to contact Doug Kinniburgh at 605.773.4284.

Sincerely,

Joel Jundt
Secretary

Attachment
cc: County Highway Superintendent
File

EXHIBIT B for
DOT989 - Bridge Improvement Grant Agreement for Preliminary Engineering - State Administration

Bridge Improvement Grant
Work Order Requirements for Survey and Hydraulics

SCOPE OF SERVICES TEMPLATE – Survey & Hydraulics

Category-Specific Technical Requirements & Provisions,
from the Current SDDOT Consultant Retainer, Shall Be Applied

1. **Field survey for completion of the Drainage Data Sheet and Contour Map.** The information required for placement on these sheets is listed below. An example is attached containing the required information.
   - ☐ Stationing from south to north or west to east.
   - ☐ Beginning and ending stations of the current structure, or centerline station of culverts.
   - ☐ Proposed and inplace gradelines.
   - ☐ Stream profile. (Including a table of stations and elevations for each shot taken.) Refer specifically to the *SD Highway Surveying Manual, Chapter 6 – Preliminary Surveys*, starting on page 36 for guidance.
   - ☐ Sea level datum is required. Stations, elevations, and offsets from and descriptions of permanent objects will be required for project benchmarks. (The High Accuracy Reference Network (HARN) map and the County Bench Mark map for the State of South Dakota can be found at the following web site – https://dot.sd.gov/doing-business/engineering/design-services/surveyors)
   - ☐ Include an electronic file (DGN) containing the plan/profile of the inplace gradeline at the structure. (This will be submitted with the final hydraulics and only when the replacement structure will be a bridge. The Consultant will submit this file through the LGA SFTP site.)
   - ☐ Landowners with their addresses, phone numbers, and location of property.
   - ☐ Utilities with their addresses, phone numbers, and locations along the project.

2. **Field survey as necessary for preparation of construction plans.** Required information is listed below.
   - ☐ Establishment of transit points, land ties and benchmarks as well as cross sections and topography. (Stations, elevations, and offsets from permanent objects will be required for project benchmarks.)
   - ☐ Project limits as established by consultation with the County Highway Superintendent / City Engineer.
   - ☐ Additional legal survey as required for preparation of right-of-way plats.
   - ☐ The geometrics of horizontal and vertical alignment in accordance with the Local Roads Plan design standards.
   - ☐ Survey notes are to be retained on file with the Consultant for subsequent use in the preparation of construction plans and are to be available to the County/City upon request.

   It is anticipated that this item will permit the issuance of a separate work order (after the Type, Size and Location (TS&L) Inspection) for the development of construction plans with no further survey needed.

3. **Photo Documentation and Record Search of the Structure as defined in Attachment #2.**

4. **Preliminary Hydraulic Design Report, Plan/Profile Sketches (Preliminary Hydraulic Layouts) and gradelines, Electronic Copy of Hydraulic Model, Draft Hydraulic Design Report in accordance with the newest version of the South Dakota Drainage Manual, and cost estimates for all proposed structure alternatives. THE DESIGN YEAR FOR THIS SITE SHALL BE IN ACCORDANCE WITH THE LOCAL ROADS PLAN *(SPECIFICALLY BY FUNCTIONAL CLASSIFICATION)*. (More than one feasible alternative is required. This includes options on different alignments if applicable. The options need to be acceptable to the owner's future needs and maintenance capabilities. If there is only one type of structure that can reasonably be constructed at a site, simply provide an explanation instead of alternatives.)** The South Dakota Drainage Manual is available at the following location: https://dot.sd.gov/doing-business/engineering/design-services/forms-manuals . Guidance on hydraulic design report format, contents, and instructions on completing the hydraulics data sheet can be found in chapter 6. **The current preliminary hydraulic data sheet to be used can be found in the folder under "000 LGA General Info and Docs" located on the Consultant's LGA SFTP site.** Directions for filling out the form can be found at the same location. All items will be submitted to the Local Government Assistance Office for distribution to SDDOT personnel for review for compliance with minimum required State and Federal standards. Necessary revisions shall be provided in writing by the SDDOT and shall be forwarded to the Consultant by the Local Government Assistance Office. Necessary

revisions shall be completed by the consultant and the Revised Draft Hydraulic Design Report submitted within 2 weeks of receipt of revisions from LGA. The Consultant is wholly responsible for the accuracy of the design calculations and the independent check design calculations.

Culvert Countersink Depth Requirements will be in accordance with the US Army Corps of Engineers Current Nationwide Permits Regional Conditions, Omaha District, State of South Dakota, which can be found under Booklets, Manuals, & Guides at: https://usace.contentdm.oclc.org/ Section B.3. from the most current Regional Conditions, shown below.

3. **Culvert Countersinking**:
   For all NWPs in streams with relatively permanent flow and a stable stream bed, culvert stream crossings shall be installed with the bottom of the culvert set below the natural stream channel flow line. This regional condition does not apply in instances where the lowering of the bottom of the culvert would allow a headcut to migrate upstream of the project into an unaffected stream reach or result in lowering the elevation of the stream reach.
   a. The stream's flow line (or the main path of the water) will be determined by calculating the average elevation along the streambed during periods when the stream is at its lowest flow levels.
   b. The slope of the culvert should be parallel to the slope of the stream flow line.
   c. Riprap inlet and outlet protection shall be placed to match the height of the bottom of the culvert.

Add site inspection layout

5. **Conduct TS&L inspection, assistance in the selection of the type, size and location of the replacement structure, and preparation of TS&L summary letter (See Examples #1 & #2 following the attachments).** The county or city (owner) shall be in attendance and advance notice given by the Local Government Assistance Office so if time allows, a staff member can attend.

6. **Report of Foundation Investigation.** Conduct field investigation and provide design recommendations according to AASHTO LRFD Bridge Design Specifications Section 10. Report shall include boring information, lab results, and design recommendations. See **Examples #3 and #4, following the attachments**, for reports that are typically developed by SDDOT Geotechnical Engineering Activity.

7. **Obtain Traffic Data**. Conduct field study to obtain 24-hour traffic volumes for existing structure. Data shall be gathered using a mechanical or electronic device. Study shall be conducted on a typical weekday (Tuesday-Thursday) from midnight to midnight. Report of traffic data shall include structure number, counter brand, serial number, date collected, and total volume.

8. **For Structure Chosen at TS&L: Final Hydraulic Design Report, Final Hydraulic Data Sheet (use the current data sheet found in the folder "000 LGA General Info and Docs" located on the LGA SFTP site,) Hydraulic Model with existing and proposed conditions, and if the structure selected is a bridge, Scour Memo summarizing hydraulic scour calculation, Scour Calculation, and Berm Slope Protection Recommendations (if applicable.)**

Please refer to the checklist in **Attachment #1** for the TS&L Packet of items that shall be submitted to the Local Government Assistance Office. **Attachment #3** provides guidance on aquatic resources in relation to the 404 permitting process.

Attachment #1
Bridge Improvement Grant
Checklist for Survey and Hydraulics Work Order TS&L Packet

These items must be submitted to DOT/Local Government Assistance.
If any of these items are missing, the full packet will be returned for completion and resubmission to this office.

Project Number _____ **County** _____ **PCN** _____

- ☐ **Survey Sheets and Contour Map (submit as PDF and DGN files) including the following information:**
  - ☐ Stationing from south to north or west to east
  - ☐ Beginning and ending stations of the existing structure, or centerline station of culverts
  - ☐ Beginning and ending stations of proposed structures, or centerline station of culverts
  - ☐ Proposed and existing gradelines
  - ☐ Stream profile and cross sections (Downstream to upstream direction including a table showing stations and elevations for each shot taken). Refer specifically to the *SD Highway Surveying Manual, Chapter 6 – Preliminary Surveys*, starting on page 36 for guidance.
  - ☐ Elevation and location of buildings and other structures
  - ☐ Survey information using sea level datum and showing station, elevation, offset, and physical description of each project benchmark
  - ☐ Landowner names, addresses, phone numbers, and legal descriptions of their property
  - ☐ Utility names, addresses, phone numbers, and locations along the project

- ☐ **Photo Documentation and Historical Record Search of the Structure (including list of files or repositories searched) as defined in Attachment #2. (In the event that nothing is found, a letter indicating lack of findings, along with files or repositories searched, shall be submitted to the SDDOT/Local Government Assistance Office.)**

NOTE: THE DESIGN YEAR FOR THIS SITE SHALL BE IN ACCORDANCE WITH THE *LOCAL ROADS PLAN (SPECIFICALLY BY FUNCTIONAL CLASSIFICATION)*.

- ☐ **Preliminary Hydraulic Design Report (use current data sheet found on the LGA SFTP site in the "000 LGA General Info & Docs" folder) including the following information:**
  - ☐ Calculated flows
  - ☐ Inplace conditions (Ordinary High-Water Elevation, HW_{100}, Vmax, OTfr)
  - ☐ Proposed conditions for each option (HW_2, HW_{25}, HW_{100}, Vmax Qot, OTfr, ELovertop)
  - ☐ Ordinary High-Water Elevation Shown on Cross-Sections (in the absence of identifiable bed & bank, use approx. 2–year flow)
  - ☐ Observed High Water Elevation (identifiable high-water mark)
- ☐ **Electronic copy of Hydraulic Model of existing and proposed conditions**
- ☐ **Plan and profile sketches (preliminary hydraulic layout sheets) for the existing structure and proposed gradelines for each option (submit as PDF and DGN files) More than one feasible alternative is required. This includes options on different alignments if applicable. The options need to be acceptable to the owner's future needs and maintenance capabilities. If there is only one type of structure that can reasonably be constructed at a site, simply provide an explanation instead of alternatives.**
- ☐ **Cost Estimates (including design and construction engineering and construction costs for each option)**
- ☐ **TS&L Summary Letter**
- ☐ **Report of Foundation Investigation (see Examples 3 and 4 in this appendix)**
- ☐ **For Structure Chosen at TS&L**
  - ☐ Final Hydraulic Design Report
  - ☐ Final Hydraulic Data Sheet (use current data sheet found on the LGA SFTP site in the "000 LGA General Info and Docs" folder)
  - ☐ Hydraulic model with existing and proposed conditions
  - ☐ Scour memo, scour calculations, and berm slope protection recommendations (Bridges Only)

Attachment #2
Local Government Assistance
Photo Documentation and Record Search of the Structure

The information defined below will satisfy one of the requirements of the State Historic Preservation Society in clearing the structure for removal.

Photo Documentation of the Structure

- ☐ **Site map and photo log of all photos**
- ☐ **Photos will be taken of:** ***(at minimum)***
  - Full views of the structure's primary elevations
  - Close-ups of any decorative, character-defining or structural features
  - General views of the bridge and its environment
- ☐ **Photos will be labeled as follows:**
  - Photo Number - from photo log and site map
  - Name and Address of property – if property does not have legal address then please note either the Universal Transverse Mercator (UTM) or the legal location down to the quarter section.
  - Month and Year of photograph
  - Description of view, including camera direction (cardinal direction – N, S, E, W)
- ☐ **Photos will be submitted in one of the following formats:**
  - Digital Photographs
    - At least 2000 X 3000 pixels at 300 dpi
    - Saved as TIFFs submitted on CDs
  - 35mm Black and White Photographs
    - 35mm black/white film printed on black/white photographic paper
    - Both prints and negatives submitted

Historical Record Search of the Structure

- ☐ **Any or all the following are needed:**
  - Reports – maintenance or otherwise indicating modifications to the original structure – what was done and why
  - Any Photographs of the original structure (not inspection photos; not photos referenced in this work order)
  - Original Drawings
  - Original Plans
  - Any other documentation

- ☐ **Names of Files or Repositories (courthouse, county historical society, etc.) Searched**

If possible, provide the original copy of this information. If not, submit the information in the following format. High quality clear Xerox copies of any reports, drawings, or plans; and photographs scanned at 600 dpi, saved as TIFFs, and submitted on a CD.

If these documents are not otherwise restricted through state or federal law; submit them to the SDDOT/Local Government Office for submission to the South Dakota State Historical Society for public use and reproduction. If nothing is found, a letter indicating lack of findings, along with files or repositories searched, shall be submitted to the SDDOT/Local Government Assistance Office.

Attachment #3
Local Government Assistance
Aquatic Resources Checklist & Summary Example
Information to Assist in Applying for a 404 Permit

The following information is an example of what the SDDOT Environmental Office collects and uses when applying for 404 Permits for DOT Administered projects. This information is provided here both to show that the Final Hydraulic Design Report is a source of this information, and to provide guidance to help locals and their consultants on Locally Administered projects.

- The checklist itself is not sent as it is included in a table format in the summary.
- Plans and the final hydraulic design report are sent as attachments to support the summary.

This is the type of information the US Army Corp of Engineers is looking for. The more stream characteristics impacted by a project, the more likely mitigation will be required. (No mitigation was required under Section 404 for the project shown in the example.)

Local Bridge Improvement Grant (BIG) Procedure

Aquatic Resources Checklist

Project Number		**County**		**PCN**	
Structure Number		**Street Name**		**Date**	

Characteristics of Stream

- Flow Regime (Ephemeral, Intermittent, Perennial):

- Cross-section (shape, channel width, floodplain connectivity):

- Longitudinal Profile (Riffle Pool complex/sequence):

- Bed Material (NRCS Soils Data):

- Presence of T&E Species (Likely Topeka Shiners):

- Beneficial Use (DANR):

- Chemical, Physical, Biological Integrity:

SD DEPARTMENT OF TRANSPORTATION

Planning and Engineering
Environmental Office
700 E Broadway Avenue
Pierre, SD 57501-2586
O: 605.773.4336
dot.sd.gov

January 8, 2024

RE: Project BRO-B 8058(32), PCN 08N9, Spink County, Aquatic Resource Impact Summary
Structure 1 S & 1.8 W of Northville on 155th St over Snake Ck SN 58-052-070
Structure, Approach Grading, PE (2021 Local Federal Bridge Replacement Program)

Project Background: The South Dakota Department of Transportation (SDDOT) proposes a bridge replacement and approach grading for the poor condition Structure Number 58-052-070 located 1 mile south and 1.8 miles west of Northville on 155th Street over Snake Creek in Spink County, South Dakota. The project is part of the 2021 Local Federal Bridge Replacement Program.

Aquatic Resources Delineation: A desktop wetland and stream delineation was conducted by Emily Calhoun in the SDDOT Environmental Office on January 4, 2024. Resources reviewed during the desktop delineation included aerial imagery, USDA Web Soil Survey, the National Wetlands Inventory mapping, and existing topographic information. Additionally, design plans, site photographs, and the final hydraulic design report (dated September 2022) were examined, all prepared by the Consultant. The resulting desktop delineation identified aquatic resources, including one wetland (Wetland 1) encompassing 0.17 acres and a segment of Snake Creek encompassing 1.36 acres.

Wetland Impacts: The project will result in 0.02 acres of permanent impact to wetlands and 0.11 acres of temporary wetland impact. The wetland impacts are shown on the aerial map following this summary. Permanent impacts are those that occur to wetlands within the work limits that will not retain wetland characteristics after construction.

Streambed Impacts: The project will result in 0.14 acres of permanent impact and 0.28 acres of temporary impact to Snake Creek. The stream impacts are shown on the aerial map following this summary. Permanent streambed impacts are those that occur to streams within the work limits. Temporary stream impacts identified along the project will not require mitigation, as they occur within temporary easements or associated with temporary works that will be restored to pre-construction contours and elevations.

Wetland Mitigation Discussion: The proposed project does not require mitigation under Section 404 of the CWA as permanent impacts do not exceed 0.1 acre to a single aquatic resource. However, to satisfy the mitigation requirements under E.O. 11990, the permanent impacts (0.02 acres) will be mitigated off-site under the *Statewide Wetland Finding dated February 2018.*

Streambed Mitigation Discussion: The proposed project should not require streambed mitigation under Section 404 of the CWA. Although the project will permanently impact 0.14 acres of streambed, which exceeds the current USACE 0.03-acre mitigation threshold, the total footprint of the project and changes to the system will result in a neutral or positive effect to stream function. When assessing impact SDDOT examined multiple stream characteristics including as outlined in the following table, along with notes on existing condition and assessment of effect the proposed project will have on Snake Creek.

Stream Characteristic	Existing Condition and Proposed Construction	Assessment of Effect from Proposed Construction
Flow Regime	Snake Creek is a perennial stream.	No permanent effect or alteration of Snake Creek's flow regime.
Stream Cross-Section	The current bridge constricts the channel width at this location to 41 feet. The stream channel width will be expanded with the installation of a 4-barrel 12 x 9-foot-box culvert. Stream channel expansions will allow for less constriction and greater floodplain connectivity	Neutral/Positive effects to the Snake Creek cross section following structure replacement.
Longitudinal Profile	The box culvert will be counter-sunk by 1 foot in order to allow for the streambed to naturally reestablish and for aquatic organism passage (see attached plans). Natural riffle-pool complexes will re-establish after construction.	No permanent effect to the longitudinal profile of Snake Creek.
Bed Material	The geotechnical investigation at the bridge location revealed the underlying soils are ±10' clay-silt on top of ±20' of sand. The box culvert will be counter-sunk to allow for the streambed to naturally reestablish bed material.	No permanent effect on the bed material of Snake Creek.
T/E Species	The portion of Snake Creek in the current project extent has not been identified by USFWS as a Topeka Shiner Stream. Coordination with SD GF&P did not identify any occurrences of endangered, rare or threatened species in the immediate project area.	No effect on known T/E Species within Snake Creek.
Beneficial Uses	Snake Creek is classified as a warm water marginal fishery; limited contact recreation waters; fish and wildlife propagation, recreation, and stock watering waters; and irrigation waters. Proposed construction will not permanently impact or alter any of these beneficial uses. Construction practices will ensure the 30-day average total suspended solids criterion of 150 mg/L and the daily maximum total suspended solids criterion of 263 mg/L will not be violated.	No permanent effect on beneficial uses of Snake Creek.
Chemical, Physical and Biological Integrity	Snake Creek is warm water tributary of the James River. Special construction measures will be taken to ensure impacts to the chemical, physical, and biological characteristics will be minimized.	No permanent effects on the chemical, physical and biological integrity of Snake Creek are anticipated.

A review of the stream characteristics above indicates that the proposed construction is not anticipated to have any permanent negative impacts to Snake Creek. Changes to the stream cross section at its crossing with 155th Street are expected to have positive or neutral permanent impact on the stream. Aerial imagery indicates the stream is constricted at this location by the existing bridge. A historical review of aerial imagery indicates that the upstream pooling and constriction has been degrading over time. The stream channel width will be expanded with the installation of a 4-barrel 12 x 9-foot-box culvert at this location. The current bridge constricts the channel width at this location to 41 feet, while the channel width following the box culvert installation will be 48 feet, 10.5 inches. The proposed box culvert will expand the existing streambed, resulting in no loss of streambed acreage, and will expand/open areas that the bridge embankment had previously filled and constricted.

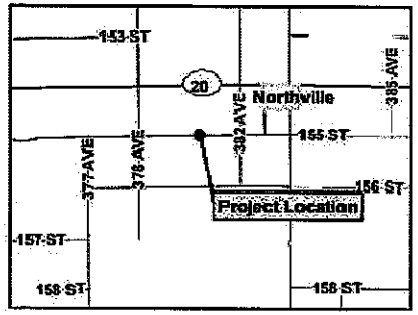
Sincerely,

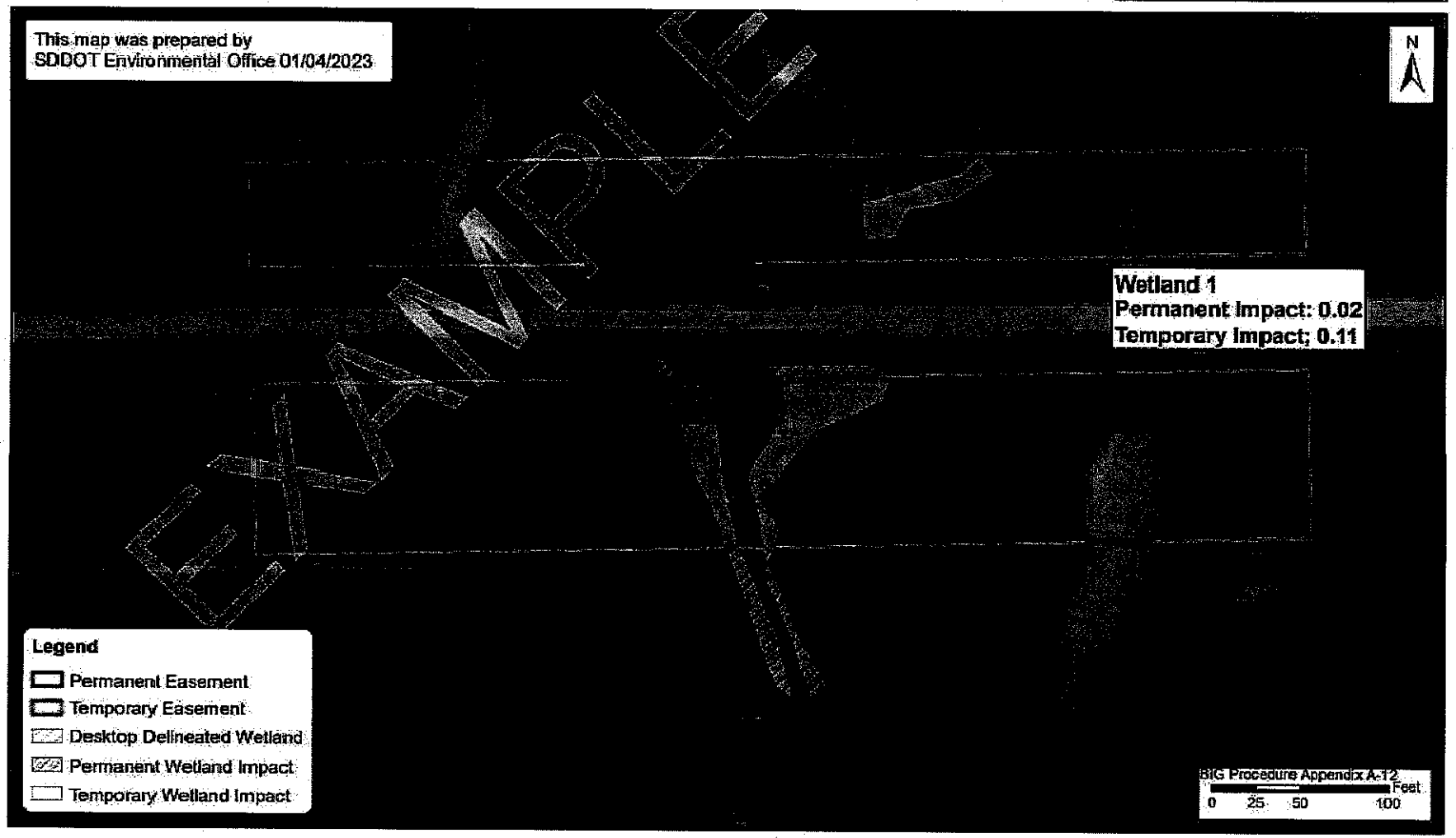
Attachments: Preliminary Design Plans, Final Hydraulic Design Report (including site photographs, cross section and longitudinal profiles)

EXAMPLE

BRO 8058(32), PCN 08N9
Spink County
1 S & 1.8 W of Northville on 155th St over Snake Ck
Replace Structure 58-052-070, Approach Grading, PE
(2021 Local Federal Bridge Replacement Program)

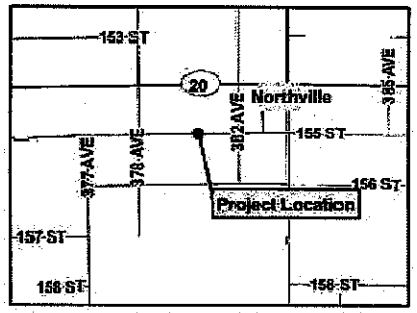
Wetland Impact Determination

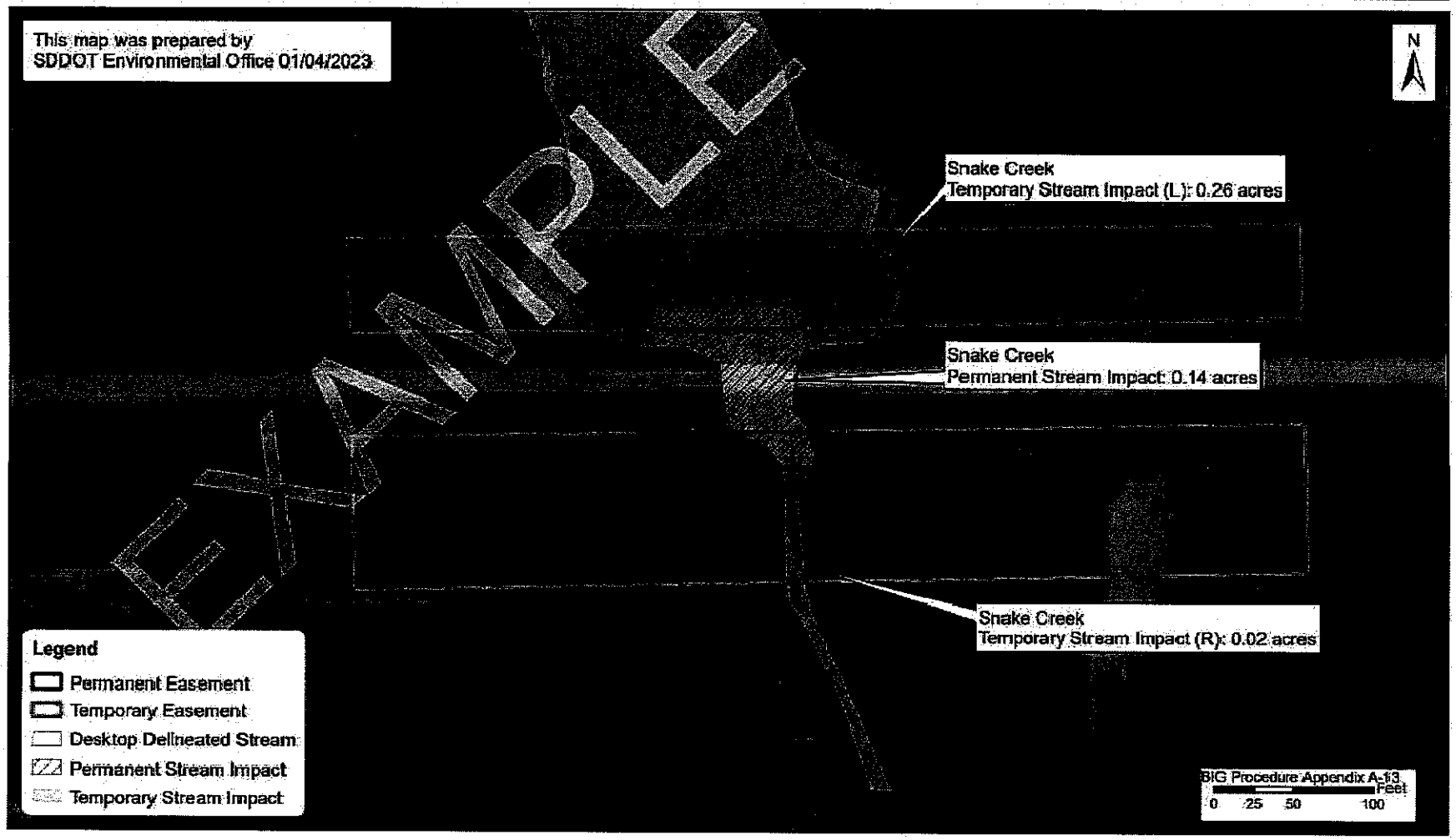




BRO 8058(32), PCN 08N9
Spink County
1 S & 1.8 W of Northville on 155th St over Snake Ck
Replace Structure 58-052-070, Approach Grading, PE
(2021 Local Federal Bridge Replacement Program)

Stream Impact Determination





SpnK08N9 - Wetland Table

Aquatic Resource	Latitude	Longitude	Cowardin Class	Name	Station	Delineated Area (ac)	USACE Status	Impact Left (ac)		Impact Right (ac)		Permanent Impact Area	Excluded Feature Impact Area	Mitigation	
								Temp	Perm	Temp	Perm			USACE	EO 11990
WL 1	43.844333	-98.51168	PEMA	Riverine	10+00	0.168	Jurisdictional	0.028	0.000	0.079	0.029	0.029	0	No	Yes
					TOTAL	0.17	Total	0.03	0.00	0.08	0.01	0.02	0		

0.15

project temporary impacts =	0.1 acres
project permanent impacts =	0.07 acres
USACE =	0.03 acres
EO 11990 =	0.02 acres
Preamble Waters =	0.00 acres
total project impact =	0.13 acres

All aquatic resources within temporary easements.
All aquatic resources within work limits
Jurisdictional p[illegible]ent impacts at single aquatic resources t[illegible]ed 0.1 acre.
Non-jurisdictional we[illegible]hat are Preamble waters (i.e., "ditch wetlands") = no mitigation required.

EXAMPLE

Robt08N5- CW Table

Riparian Environment	Latitude	Longitude	Ecoregion Class	CW Class	Station	Delineated Length (ft)	Delineated Stream Bed Area (ac)	USACE Status	Stream Bed Impacts (ac)		Mitigation?	Impact Left (ft)		Impact Right (ft)		Permanent Impact Length	Temporary Impact (ft)	Mitigation Done
									Temp	Perm	USACE	Temp	Perm	Temp	Perm			USACE
CW T- Scale Creek	42.144482	-92.611838		Perennial	T5-08	2518.00	2.320	Jurisdictional	0.32	0.24	No	45	0	75	50	2.10	0	No
				TOTAL		2518.00		Total	0.32	0.24		45	50	75	50	2.10	0	

0.451

225

Project Temporary Impacts =	0.32 acres
Project Permanent Impacts =	0.24 acres
Project Temporary Impacts =	2.15 feet
Project Permanent Impacts =	2.10 feet
USACE Stream Length =	0 feet
USACE Stream Acres =	0.00 acres
Permanent Wetlands =	0.00 acres
Temporary Wetlands =	0 feet
Total Project Acres =	0.56 Acres
Total Project Impacts =	225 feet

EXAMPLE

EXHIBIT C

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this Agreement, the COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

****

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS BRIDGE IMPROVEMENT GRANT AGREEMENT
FOR PRELIMINARY ENGINEERING – STATE ADMINISTRATION

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Codington County, South Dakota, referred to in this Agreement as the "COUNTY."

1. JOINT POWERS

A. This Agreement does not establish a separate legal entity as contemplated by SDCL § 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the STATE and the COUNTY. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used.

B. Any COUNTY or STATE employee engaged in joint action under this Agreement will remain an employee of his agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to any responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

2. BACKGROUND:

A. The STATE has local bridge improvement grant funding available pursuant to SDCL § 32-11-38 for preservation, rehabilitation, or replacement of eligible local public agency bridges.

B. The COUNTY has applied for and the STATE has awarded to the COUNTY a Bridge Improvement Grant ("BIG") for preliminary engineering for structure number 15-190-111, project number BRF 6127(00)27-2 PCN 0AMQ, referred to in this Agreement as the "PROJECT."

C. The COUNTY applied for and was awarded a BIG for preliminary engineering for the PROJECT.

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

3. TERM

A. The STATE issued a letter on August 27, 2026 notifying the COUNTY of the award of the BIG. This Agreement is effective on the date of the letter of award attached to and incorporated in this Agreement as **Exhibit A**.

A. The preliminary engineering work contemplated by this Agreement will be completed no later than three years from the date of the letter of award. No reimbursements will be processed by the STATE for work performed after the date of August 27, 2029.

4. PROJECT PLANNING AND ENGINEERING

A. The STATE will invite the COUNTY, and the COUNTY will participate in, all planning, scoping, and inspection meetings held in connection with the PROJECT.

B. The COUNTY will select a professional engineering firm from the STATE'S current consultant retainer list for the bridge design category of work.

B. The STATE will hire the professional engineering firm selected by the COUNTY to perform the preliminary engineering for the PROJECT. The requirements for the preliminary engineering services to be performed are identified in the attached **Exhibit B**.

C. The STATE will submit to the COUNTY a draft type, size, and location (TS&L) report for the PROJECT for the COUNTY'S review and comment. The COUNTY will review the TS&L and provide the COUNTY'S comments to the STATE. The STATE will address, in writing, all comments made by the COUNTY to the COUNTY'S satisfaction.

5. PAYMENT

A. The STATE will directly pay the professional engineering firm for all PROJECT costs.

B. The STATE will be responsible for fifty percent (50%) of eligible PROJECT costs not to exceed the maximum BIG amount of twenty-six thousand, four hundred dollars ($26,400). The COUNTY will reimburse the STATE for the COUNTY'S fifty percent (50%) match on eligible PROJECT costs. Once the total BIG amount has been paid, the COUNTY will be responsible for one hundred percent (100%) of all remaining PROJECT costs. The COUNTY will also be one hundred percent (100%) responsible for any PROJECT costs incurred prior to the date of the letter of award. The COUNTY will reimburse the STATE within thirty (30) days of receipt of a billing from the STATE.

6. SUBCONTRACTORS

The COUNTY will include provisions in the COUNTY'S contracts and subcontracts requiring the COUNTY'S contractors and subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE, all in a manner consistent with this Agreement. The COUNTY will cause the COUNTY'S contractors, subcontractors, 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.

7. TERMINATION

The parties may terminate this Agreement by mutual written agreement. The STATE may also terminate this Agreement if the COUNTY breaches any terms of this Agreement. If the STATE terminates this Agreement due to the COUNTY'S breach, then any payments owed to the COUNTY at the time of termination may be adjusted to cover any additional costs to the STATE because of the COUNTY'S breach. The adjustment of payments will be in addition to any other remedies the STATE may pursue as a result of COUNTY'S breach, and the STATE does not waive these other remedies by making a payment adjustment. If termination is not due to a breach by the COUNTY, then the COUNTY will be paid for eligible PROJECT costs incurred up to the date of termination, subject to the maximum limiting amount of the BIG.

8. INDEMNIFICATION

The COUNTY agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief to the extent arising as a result of the COUNTY'S negligence, tortious acts, or intentional acts in performing services under this Agreement. Notwithstanding the foregoing, the STATE may, in its sole discretion engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist COUNTY in the defense. If the STATE exercises this authority and COUNTY is determined to be liable, then the STATE is entitled to reimbursement of its reasonable attorney fees and costs in defending the suit in proportion to the degree of liability attributed to COUNTY in the proceeding. This section does not require COUNTY to be responsible for or defend against claims or proceedings for damages, liabilities, losses or

equitable relief arising solely from errors or omissions of the STATE, its officers, agents or employees.

9. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

10. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the 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, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

11. SINGLE AGENCY AUDIT

The COUNTY certifies the COUNTY is in compliance with the federal Single Audit Act and the requirements of SDCL § 4-11-2.1, if applicable. The COUNTY further certifies audits are displayed on the COUNTY'S website.

12. AUDIT

All PROJECT charges will be subject to audit by the STATE. The COUNTY and the COUNTY'S contractors and subcontractors will keep accounting records clearly identified with this Agreement and will support all PROJECT charges by documents which evidence, in detail, the nature and propriety of those charges.

13. EXAMINATION OF RECORDS

Upon reasonable notice, the COUNTY and the COUNTY'S contractors and subcontractors will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The COUNTY will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement.

14. NON-DISCRIMINATION

The COUNTY will abide by the requirements of Title VI of the Civil Rights Act of 1964, incorporated in and attached to this Agreement as **Exhibit C**.

15. AMERICANS WITH DISABILITIES ACT

The COUNTY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1990 and any amendments.

16. COMPLIANCE

A. The COUNTY must comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The COUNTY must procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.

B. The COUNTY certifies the COUNTY has a conflict of interest policy and enforces said policy.

C. The COUNTY certifies the COUNTY has filed an Internal Revenue Services (IRS) Form 990 in compliance with federal law, if applicable. The COUNTY will display the filed IRS Form 990 on the COUNTY'S website immediately upon filing.

D. The COUNTY certifies the COUNTY employs an effective internal control system.

17. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

18. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

19. 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 in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.

20. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

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

21. PUBLIC ACCESS TO AGREEMENT

The parties acknowledge and agree that this entire Agreement, including any exhibits and attachments to this Agreement, is a public record that may be provided to the public and posted in its entirety on the State of South Dakota's searchable internet website pursuant to SDCL 1-27-45.

22. SIGNATURE AUTHORITY

The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the Chairperson as the COUNTY'S authorized representative is attached to this Agreement as **Exhibit D**.

[SIGNATURE PAGE FOLLOWS]

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the COUNTY to enter into the same.

Codington County, South Dakota

By: _____

Printed Name: _____

Its: County Commission Chairperson

Date: _____

Attest:

By: _____

Printed Name: _____

County Auditor/Clerk

(COUNTY SEAL)

State of South Dakota
Department of Transportation

By: _____

Printed Name: Joel M. Jundt

Its: Department Secretary

Date: _____

SD
DEPARTMENT OF TRANSPORTATION

Division of Secretariat
Office of the Secretary
700 E. Broadway Avenue
Pierre, South Dakota 57501
605.773.5105
dot.sd.gov | sd511.org

Transportation Commission Award Date: August 27, 2026

County Commissioners
Codington County

NOTICE OF AWARD

2027 Preliminary Engineering Bridge Improvement Grant
Structure Number 15-190-111
Project Number BRF 6127(00)27-2, PCN 0AMQ
Grant Amount = $26,400 (50%)

To whom it may concern;

I am pleased to inform you that the South Dakota Transportation Commission approved a Local Bridge Improvement Grant (BIG) in the amount shown above for the noted structure during their August 27, 2026, commission meeting. This award is contingent on you entering into the attached grant agreement within 30 calendar days of this date. Failure to sign the agreement may result in the reallocation of the grant funds to another eligible applicant within the associated grant cycle.

If you have questions, please feel free to contact Doug Kinniburgh at 605.773.4284.

Sincerely,

Joel Jundt
Secretary

Attachment
cc: County Highway Superintendent
File

EXHIBIT B for
DOT989 - Bridge Improvement Grant Agreement for Preliminary Engineering - State Administration

Bridge Improvement Grant
Work Order Requirements for Survey and Hydraulics

SCOPE OF SERVICES TEMPLATE – Survey & Hydraulics

Category-Specific Technical Requirements & Provisions,
from the Current SDDOT Consultant Retainer, Shall Be Applied

1. **Field survey for completion of the Drainage Data Sheet and Contour Map.** The information required for placement on these sheets is listed below. An example is attached containing the required information.
   - ☐ Stationing from south to north or west to east.
   - ☐ Beginning and ending stations of the current structure, or centerline station of culverts.
   - ☐ Proposed and inplace gradelines.
   - ☐ Stream profile. (Including a table of stations and elevations for each shot taken.) Refer specifically to the *SD Highway Surveying Manual, Chapter 6 – Preliminary Surveys*, starting on page 36 for guidance.
   - ☐ Sea level datum is required. Stations, elevations, and offsets from and descriptions of permanent objects will be required for project benchmarks. (The High Accuracy Reference Network (HARN) map and the County Bench Mark map for the State of South Dakota can be found at the following web site – https://dot.sd.gov/doing-business/engineering/design-services/surveyors)
   - ☐ Include an electronic file (DGN) containing the plan/profile of the inplace gradeline at the structure. (This will be submitted with the final hydraulics and only when the replacement structure will be a bridge. The Consultant will submit this file through the LGA SFTP site.)
   - ☐ Landowners with their addresses, phone numbers, and location of property.
   - ☐ Utilities with their addresses, phone numbers, and locations along the project.

2. **Field survey as necessary for preparation of construction plans.** Required information is listed below.
   - ☐ Establishment of transit points, land ties and benchmarks as well as cross sections and topography. (Stations, elevations, and offsets from permanent objects will be required for project benchmarks.)
   - ☐ Project limits as established by consultation with the County Highway Superintendent / City Engineer.
   - ☐ Additional legal survey as required for preparation of right-of-way plats.
   - ☐ The geometrics of horizontal and vertical alignment in accordance with the Local Roads Plan design standards.
   - ☐ Survey notes are to be retained on file with the Consultant for subsequent use in the preparation of construction plans and are to be available to the County/City upon request.

   It is anticipated that this item will permit the issuance of a separate work order (after the Type, Size and Location (TS&L) Inspection) for the development of construction plans with no further survey needed.

3. **Photo Documentation and Record Search of the Structure as defined in Attachment #2.**

4. **Preliminary Hydraulic Design Report, Plan/Profile Sketches (Preliminary Hydraulic Layouts) and gradelines, Electronic Copy of Hydraulic Model, Draft Hydraulic Design Report in accordance with the newest version of the South Dakota Drainage Manual, and cost estimates for all proposed structure alternatives. THE DESIGN YEAR FOR THIS SITE SHALL BE IN ACCORDANCE WITH THE LOCAL ROADS PLAN *(SPECIFICALLY BY FUNCTIONAL CLASSIFICATION)*. (More than one feasible alternative is required. This includes options on different alignments if applicable. The options need to be acceptable to the owner's future needs and maintenance capabilities. If there is only one type of structure that can reasonably be constructed at a site, simply provide an explanation instead of alternatives.)** The South Dakota Drainage Manual is available at the following location: https://dot.sd.gov/doing-business/engineering/design-services/forms-manuals . Guidance on hydraulic design report format, contents, and instructions on completing the hydraulics data sheet can be found in chapter 6. **The current preliminary hydraulic data sheet to be used can be found in the folder under "000 LGA General Info and Docs" located on the Consultant's LGA SFTP site.** Directions for filling out the form can be found at the same location. All items will be submitted to the Local Government Assistance Office for distribution to SDDOT personnel for review for compliance with minimum required State and Federal standards. Necessary revisions shall be provided in writing by the SDDOT and shall be forwarded to the Consultant by the Local Government Assistance Office. Necessary

revisions shall be completed by the consultant and the Revised Draft Hydraulic Design Report submitted within 2 weeks of receipt of revisions from LGA. The Consultant is wholly responsible for the accuracy of the design calculations and the independent check design calculations.

Culvert Countersink Depth Requirements will be in accordance with the US Army Corps of Engineers Current Nationwide Permits Regional Conditions, Omaha District, State of South Dakota, which can be found under Booklets, Manuals, & Guides at: https://usace.contentdm.oclc.org/ Section B.3. from the most current Regional Conditions, shown below.

3. **Culvert Countersinking**:
   For all NWPs in streams with relatively permanent flow and a stable stream bed, culvert stream crossings shall be installed with the bottom of the culvert set below the natural stream channel flow line. This regional condition does not apply in instances where the lowering of the bottom of the culvert would allow a headcut to migrate upstream of the project into an unaffected stream reach or result in lowering the elevation of the stream reach.
   a. The stream's flow line (or the main path of the water) will be determined by calculating the average elevation along the streambed during periods when the stream is at its lowest flow levels.
   b. The slope of the culvert should be parallel to the slope of the stream flow line.
   c. Riprap inlet and outlet protection shall be placed to match the height of the bottom of the culvert.

Add site inspection layout

5. **Conduct TS&L inspection, assistance in the selection of the type, size and location of the replacement structure, and preparation of TS&L summary letter (See Examples #1 & #2 following the attachments).** The county or city (owner) shall be in attendance and advance notice given by the Local Government Assistance Office so if time allows, a staff member can attend.

6. **Report of Foundation Investigation.** Conduct field investigation and provide design recommendations according to AASHTO LRFD Bridge Design Specifications Section 10. Report shall include boring information, lab results, and design recommendations. See **Examples #3 and #4, following the attachments**, for reports that are typically developed by SDDOT Geotechnical Engineering Activity.

7. **Obtain Traffic Data**. Conduct field study to obtain 24-hour traffic volumes for existing structure. Data shall be gathered using a mechanical or electronic device. Study shall be conducted on a typical weekday (Tuesday-Thursday) from midnight to midnight. Report of traffic data shall include structure number, counter brand, serial number, date collected, and total volume.

8. **For Structure Chosen at TS&L: Final Hydraulic Design Report, Final Hydraulic Data Sheet (use the current data sheet found in the folder "000 LGA General Info and Docs" located on the LGA SFTP site,) Hydraulic Model with existing and proposed conditions, and if the structure selected is a bridge, Scour Memo summarizing hydraulic scour calculation, Scour Calculation, and Berm Slope Protection Recommendations (if applicable.)**

Please refer to the checklist in **Attachment #1** for the TS&L Packet of items that shall be submitted to the Local Government Assistance Office. **Attachment #3** provides guidance on aquatic resources in relation to the 404 permitting process.

Attachment #1
Bridge Improvement Grant
Checklist for Survey and Hydraulics Work Order TS&L Packet

These items must be submitted to DOT/Local Government Assistance.
If any of these items are missing, the full packet will be returned for completion and resubmission to this office.

Project Number _____ **County** _____ **PCN** _____

- ☐ **Survey Sheets and Contour Map (submit as PDF and DGN files) including the following information:**
  - ☐ Stationing from south to north or west to east
  - ☐ Beginning and ending stations of the existing structure, or centerline station of culverts
  - ☐ Beginning and ending stations of proposed structures, or centerline station of culverts
  - ☐ Proposed and existing gradelines
  - ☐ Stream profile and cross sections (Downstream to upstream direction including a table showing stations and elevations for each shot taken). Refer specifically to the *SD Highway Surveying Manual, Chapter 6 – Preliminary Surveys*, starting on page 36 for guidance.
  - ☐ Elevation and location of buildings and other structures
  - ☐ Survey information using sea level datum and showing station, elevation, offset, and physical description of each project benchmark
  - ☐ Landowner names, addresses, phone numbers, and legal descriptions of their property
  - ☐ Utility names, addresses, phone numbers, and locations along the project

- ☐ **Photo Documentation and Historical Record Search of the Structure (including list of files or repositories searched) as defined in Attachment #2. (In the event that nothing is found, a letter indicating lack of findings, along with files or repositories searched, shall be submitted to the SDDOT/Local Government Assistance Office.)**

NOTE: THE DESIGN YEAR FOR THIS SITE SHALL BE IN ACCORDANCE WITH THE *LOCAL ROADS PLAN (SPECIFICALLY BY FUNCTIONAL CLASSIFICATION)*.

- ☐ **Preliminary Hydraulic Design Report (use current data sheet found on the LGA SFTP site in the "000 LGA General Info & Docs" folder) including the following information:**
  - ☐ Calculated flows
  - ☐ Inplace conditions (Ordinary High-Water Elevation, HW_{100}, Vmax, OTfr)
  - ☐ Proposed conditions for each option (HW_2, HW_{25}, HW_{100}, Vmax Qot, OTfr, ELovertop)
  - ☐ Ordinary High-Water Elevation Shown on Cross-Sections (in the absence of identifiable bed & bank, use approx. 2-year flow)
  - ☐ Observed High Water Elevation (identifiable high-water mark)
- ☐ **Electronic copy of Hydraulic Model of existing and proposed conditions**
- ☐ **Plan and profile sketches (preliminary hydraulic layout sheets) for the existing structure and proposed gradelines for each option (submit as PDF and DGN files) More than one feasible alternative is required. This includes options on different alignments if applicable. The options need to be acceptable to the owner's future needs and maintenance capabilities. If there is only one type of structure that can reasonably be constructed at a site, simply provide an explanation instead of alternatives.**
- ☐ **Cost Estimates (including design and construction engineering and construction costs for each option)**
- ☐ **TS&L Summary Letter**
- ☐ **Report of Foundation Investigation (see Examples 3 and 4 in this appendix)**
- ☐ **For Structure Chosen at TS&L**
  - ☐ Final Hydraulic Design Report
  - ☐ Final Hydraulic Data Sheet (use current data sheet found on the LGA SFTP site in the "000 LGA General Info and Docs" folder)
  - ☐ Hydraulic model with existing and proposed conditions
  - ☐ Scour memo, scour calculations, and berm slope protection recommendations (Bridges Only)

Attachment #2
Local Government Assistance
Photo Documentation and Record Search of the Structure

The information defined below will satisfy one of the requirements of the State Historic Preservation Society in clearing the structure for removal.

Photo Documentation of the Structure

- ☐ **Site map and photo log of all photos**
- ☐ **Photos will be taken of:** ***(at minimum)***
  - Full views of the structure's primary elevations
  - Close-ups of any decorative, character-defining or structural features
  - General views of the bridge and its environment
- ☐ **Photos will be labeled as follows:**
  - Photo Number - from photo log and site map
  - Name and Address of property – if property does not have legal address then please note either the Universal Transverse Mercator (UTM) or the legal location down to the quarter section.
  - Month and Year of photograph
  - Description of view, including camera direction (cardinal direction – N, S, E, W)
- ☐ **Photos will be submitted in one of the following formats:**
  - Digital Photographs
    - At least 2000 X 3000 pixels at 300 dpi
    - Saved as TIFFs submitted on CDs
  - 35mm Black and White Photographs
    - 35mm black/white film printed on black/white photographic paper
    - Both prints and negatives submitted

Historical Record Search of the Structure

- ☐ **Any or all the following are needed:**
  - Reports – maintenance or otherwise indicating modifications to the original structure – what was done and why
  - Any Photographs of the original structure (not inspection photos; not photos referenced in this work order)
  - Original Drawings
  - Original Plans
  - Any other documentation

- ☐ **Names of Files or Repositories (courthouse, county historical society, etc.) Searched**

If possible, provide the original copy of this information. If not, submit the information in the following format. High quality clear Xerox copies of any reports, drawings, or plans; and photographs scanned at 600 dpi, saved as TIFFs, and submitted on a CD.

If these documents are not otherwise restricted through state or federal law; submit them to the SDDOT/Local Government Office for submission to the South Dakota State Historical Society for public use and reproduction. If nothing is found, a letter indicating lack of findings, along with files or repositories searched, shall be submitted to the SDDOT/Local Government Assistance Office.

Attachment #3
Local Government Assistance
Aquatic Resources Checklist & Summary Example
Information to Assist in Applying for a 404 Permit

The following information is an example of what the SDDOT Environmental Office collects and uses when applying for 404 Permits for DOT Administered projects. This information is provided here both to show that the Final Hydraulic Design Report is a source of this information, and to provide guidance to help locals and their consultants on Locally Administered projects.

- The checklist itself is not sent as it is included in a table format in the summary.
- Plans and the final hydraulic design report are sent as attachments to support the summary.

This is the type of information the US Army Corp of Engineers is looking for. The more stream characteristics impacted by a project, the more likely mitigation will be required. (No mitigation was required under Section 404 for the project shown in the example.)

Local Bridge Improvement Grant (BIG) Procedure

Aquatic Resources Checklist

Project Number	_____	**County**	_____	**PCN**	_____
Structure Number	_____	**Street Name**	_____	**Date**	_____

Characteristics of Stream

- Flow Regime (Ephemeral, Intermittent, Perennial):

- Cross-section (shape, channel width, floodplain connectivity):

- Longitudinal Profile (Riffle Pool complex/sequence):

- Bed Material (NRCS Soils Data):

- Presence of T&E Species (Likely Topeka Shiners):

- Beneficial Use (DANR):

- Chemical, Physical, Biological Integrity:

Attachment #3 - Example Aquatic Resource Impact Summary

SD DEPARTMENT OF TRANSPORTATION

Planning and Engineering
Environmental Office
700 E Broadway Avenue
Pierre, SD 57501-2586
O: 605.773.4336
dot.sd.gov

January 8, 2024

RE: Project BRO-B 8058(32), PCN 08N9, Spink County, Aquatic Resource Impact Summary
Structure 1 S & 1.8 W of Northville on 155th St over Snake Ck SN 58-052-070
Structure, Approach Grading, PE (2021 Local Federal Bridge Replacement Program)

Project Background: The South Dakota Department of Transportation (SDDOT) proposes a bridge replacement and approach grading for the poor condition Structure Number 58-052-070 located 1 mile south and 1.8 miles west of Northville on 155th Street over Snake Creek in Spink County, South Dakota. The project is part of the 2021 Local Federal Bridge Replacement Program.

Aquatic Resources Delineation: A desktop wetland and stream delineation was conducted by Emily Calhoun in the SDDOT Environmental Office on January 4, 2024. Resources reviewed during the desktop delineation included aerial imagery, USDA Web Soil Survey, the National Wetlands Inventory mapping, and existing topographic information. Additionally, design plans, site photographs, and the final hydraulic design report (dated September 2022) were examined, all prepared by the Consultant. The resulting desktop delineation identified aquatic resources, including one wetland (Wetland 1) encompassing 0.17 acres and a segment of Snake Creek encompassing 1.36 acres.

Wetland Impacts: The project will result in 0.02 acres of permanent impact to wetlands and 0.11 acres of temporary wetland impact. The wetland impacts are shown on the aerial map following this summary. Permanent impacts are those that occur to wetlands within the work limits that will not retain wetland characteristics after construction.

Streambed Impacts: The project will result in 0.14 acres of permanent impact and 0.28 acres of temporary impact to Snake Creek. The stream impacts are shown on the aerial map following this summary. Permanent streambed impacts are those that occur to streams within the work limits. Temporary stream impacts identified along the project will not require mitigation, as they occur within temporary easements or associated with temporary works that will be restored to pre-construction contours and elevations.

Wetland Mitigation Discussion: The proposed project does not require mitigation under Section 404 of the CWA as permanent impacts do not exceed 0.1 acre to a single aquatic resource. However, to satisfy the mitigation requirements under E.O. 11990, the permanent impacts (0.02 acres) will be mitigated off-site under the *Statewide Wetland Finding dated February 2018.*

Streambed Mitigation Discussion: The proposed project should not require streambed mitigation under Section 404 of the CWA. Although the project will permanently impact 0.14 acres of streambed, which exceeds the current USACE 0.03-acre mitigation threshold, the total footprint of the project and changes to the system will result in a neutral or positive effect to stream function. When assessing impact SDDOT examined multiple stream characteristics including as outlined in the following table, along with notes on existing condition and assessment of effect the proposed project will have on Snake Creek.

Stream Characteristic	Existing Condition and Proposed Construction	Assessment of Effect from Proposed Construction
Flow Regime	Snake Creek is a perennial stream.	No permanent effect or alteration of Snake Creek's flow regime.
Stream Cross-Section	The current bridge constricts the channel width at this location to 41 feet. The stream channel width will be expanded with the installation of a 4-barrel 12 x 9-foot-box culvert. Stream channel expansions will allow for less constriction and greater floodplain connectivity	Neutral/Positive effects to the Snake Creek cross section following structure replacement.
Longitudinal Profile	The box culvert will be counter-sunk by 1 foot in order to allow for the streambed to naturally reestablish and for aquatic organism passage (see attached plans). Natural riffle-pool complexes will re-establish after construction.	No permanent effect to the longitudinal profile of Snake Creek.
Bed Material	The geotechnical investigation at the bridge location revealed the underlying soils are ±10' clay-silt on top of ±20' of sand. The box culvert will be counter-sunk to allow for the streambed to naturally reestablish bed material.	No permanent effect on the bed material of Snake Creek.
T/E Species	The portion of Snake Creek in the current project extent has not been identified by USFWS as a Topeka Shiner Stream. Coordination with SD GF&P did not identify any occurrences of endangered, rare or threatened species in the immediate project area.	No effect on known T/E Species within Snake Creek.
Beneficial Uses	Snake Creek is classified as a warm water marginal fishery; limited contact recreation waters; fish and wildlife propagation, recreation, and stock watering waters; and irrigation waters. Proposed construction will not permanently impact or alter any of these beneficial uses. Construction practices will ensure the 30-day average total suspended solids criterion of 150 mg/L and the daily maximum total suspended solids criterion of 263 mg/L will not be violated.	No permanent effect on beneficial uses of Snake Creek.
Chemical, Physical and Biological Integrity	Snake Creek is warm water tributary of the James River. Special construction measures will be taken to ensure impacts to the chemical, physical, and biological characteristics will be minimized.	No permanent effects on the chemical, physical and biological integrity of Snake Creek are anticipated.

A review of the stream characteristics above indicates that the proposed construction is not anticipated to have any permanent negative impacts to Snake Creek. Changes to the stream cross section at its crossing with 155th Street are expected to have positive or neutral permanent impact on the stream. Aerial imagery indicates the stream is constricted at this location by the existing bridge. A historical review of aerial imagery indicates that the upstream pooling and constriction has been degrading over time. The stream channel width will be expanded with the installation of a 4-barrel 12 x 9-foot-box culvert at this location. The current bridge constricts the channel width at this location to 41 feet, while the channel width following the box culvert installation will be 48 feet, 10.5 inches. The proposed box culvert will expand the existing streambed, resulting in no loss of streambed acreage, and will expand/open areas that the bridge embankment had previously filled and constricted.

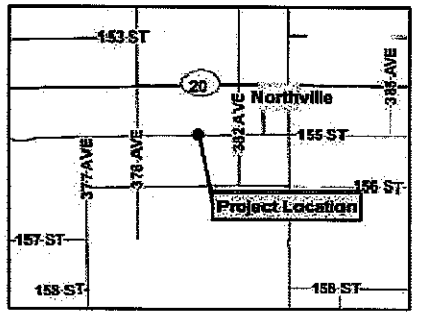
Sincerely,

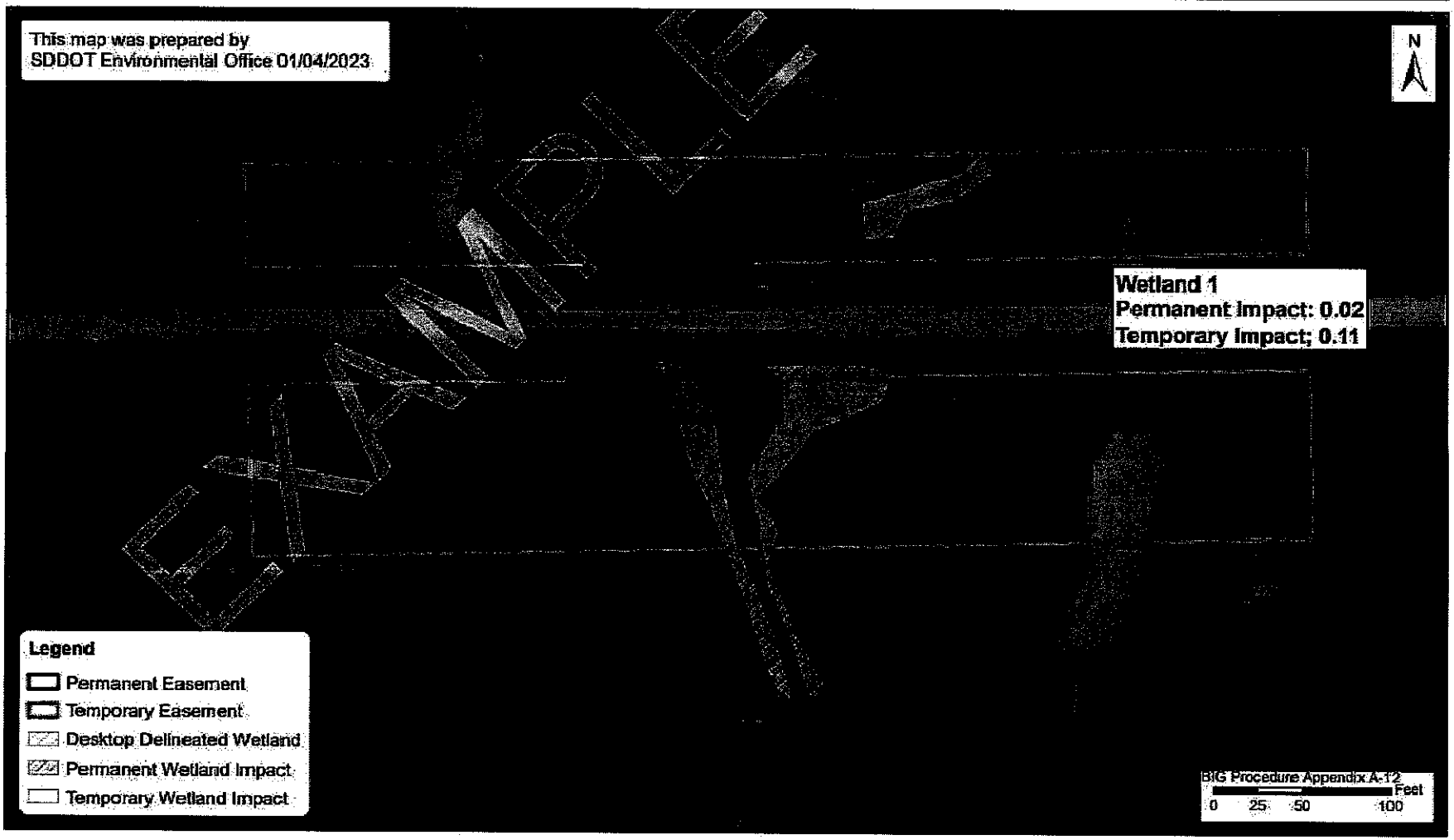
Attachments: Preliminary Design Plans, Final Hydraulic Design Report (including site photographs, cross section and longitudinal profiles)

EXAMPLE

BRO 8058(32), PCN 08N9
Spink County
1 S & 1.8 W of Northville on 155th St over Snake Ck
Replace Structure 58-052-070, Approach Grading, PE
(2021 Local Federal Bridge Replacement Program)

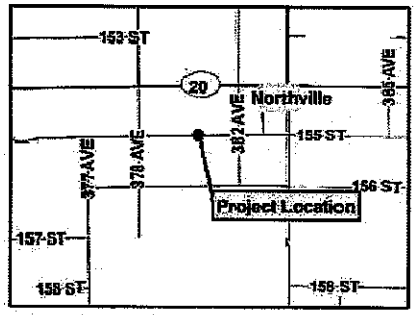
Wetland Impact Determination

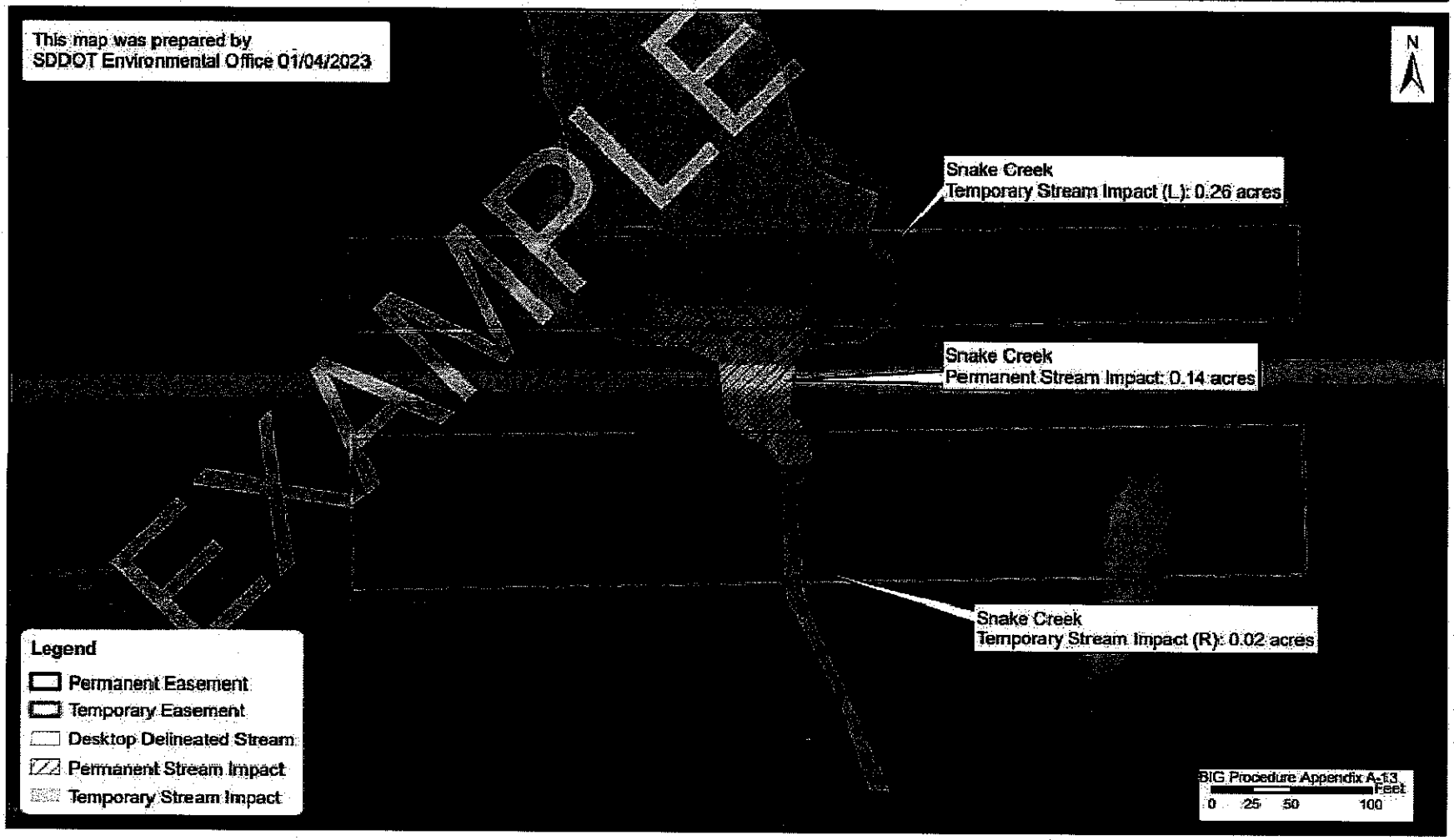




BRO 8058(32), PCN 08N9
Spink County
1 S & 1.8 W of Northville on 155th St over Snake Ck
Replace Structure 58-052-070, Approach Grading, PE
(2021 Local Federal Bridge Replacement Program)

Stream Impact Determination





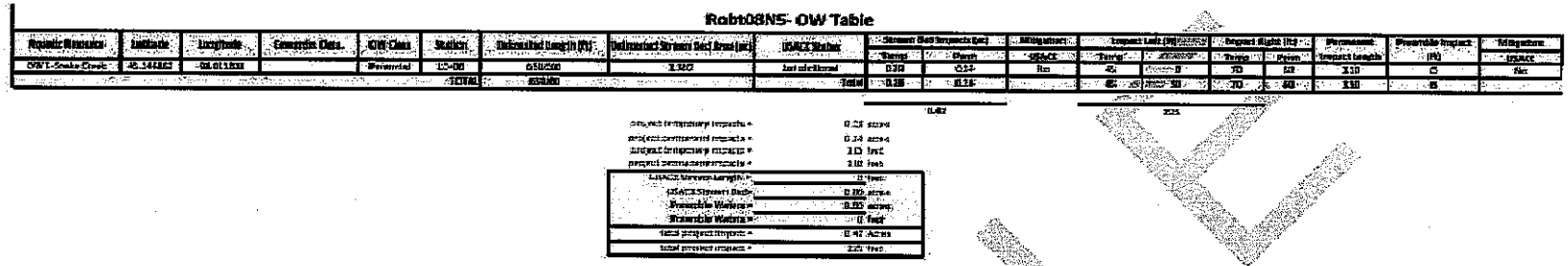
Spnk08N9 - Wetland Table

Aquatic Resource	Latitude	Longitude	Cowardin Class	Area	Station	Delineated Area (ac)	Impact Type	Impact Left (ac)		Impact Right (ac)		Permanent Impact Area	Excluded Feature Impact (ac)	Mitigation	
								Temp	Perm	Temp	Perm			USACE	EO 11990
WL 1	45.144333	-98.61168	PEM1A	Riverine	10+00	0.168	Jurisdictional	0.028	0.000	0.079	0.020	0.020	0	No	Yes
					TOTAL	0.17	Total	0.03	0.00	0.08	0.02	0.02	0		

0.13

project temporary impacts =	0.1 acres	All aquatic resources within temporary easements.
project permanent impacts =	0.02 acres	All aquatic resources within work limits.
USACE =	0.01 acres	Jurisdictional, [illegible] impacts at single aquatic resources [illegible] ed 0.1 acre.
EO 11990 =	0.01 acres	
Preamble Waters =	0.01 acres	Non-Jurisdictional wetlands that are Preamble waters (i.e., "ditch wetlands") = no mitigation required.
total project impact =	0.13 acres	

EXAMPLE



Robt08NS- OW Table

Aquatic Resource	Latitude	Longitude	Cowardin Class	OHW Class	Station	Delineated Length (ft)	Delineated Stream Bed Area (sf)	USACE Status	Stream Bed Impacts (sf)		Mitigation	Impact Lost (ft)		Impact Right (ft)		Permanent Impact Length	Preamble Impact (ft)	Mitigation
									Temp	Perm	USACE	Temp	Perm	Temp	Perm			USACE
OW1- Snake Creek	45.144863	-94.011838		Perennial	10+00	650.00	2,925	Jurisdictional	0.30	0.12	Yes	45	20	70	10	130	0	Yes
					TOTAL	650.00		Total	0.30	0.12		45	20	70	10	130	0	

Project temporary impacts =	0.30 acres
Project permanent impacts =	0.12 acres
Project temporary impacts =	130 feet
Project permanent impacts =	130 feet
USACE Stream Length =	0 feet
USACE Stream Bed =	0.00 acres
Preamble Wetlands =	0.00 acres
Preamble Wetlands =	0 feet
MDS project impacts =	0.42 Acres
Total project impacts =	130 feet

EXAMPLE

EXHIBIT C

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016

During the performance of this Agreement, the COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

****

SEASONAL MEMORIAL PARK CAMPGROUND MANAGEMENT SERVICES AGREEMENT

This Agreement is made by and between **CODINGTON COUNTY, STATE OF SOUTH DAKOTA**, with its principal business location being 14 1st Ave SE, First Floor 109, Watertown, SD 57201 (hereinafter "***Client***") AND **GAIL AND SCOTT WAHL**, with an address of 1200 North Lake Dr, Watertown, SD 57201 (hereinafter "***Manager***").

IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. ***Work to Be Performed***. The Client desires that the Manager perform, and the Manager agrees to perform, the following work:

A. Manager shall always conduct his/herself and in all matters in accordance with the standards acceptable to state and federal laws, city ordinances, and county guidelines, including the Codington County Policy Manual.

B. The manager shall operate the Memorial Park Campground from April 1, 2027, to September 30, 2027, by providing the following services:

1. Inspect campground and park facilities to ensure proper care and maintenance of property and make recommendations regarding needed improvements or measures necessary to protect the natural environment.
2. Take reservations and manage the campground reservation system. Ensure that campers comply with campground rules. Recommend changes to campground rules as needed to county facilities manager.
3. Take and manage reservations for park picnic shelters and community buildings. Ensure that users of these facilities understand and comply with rules for these facilities. Recommend changes to facility usage rules as needed to county facilities manager.
4. Provide indirect supervision for Memorial Park Seasonal Campground Maintenance staff and direct daily cleaning and maintenance activities as needed.
5. Operate the campground convenience store and arcade.
6. Sell firewood to campers on behalf of the county. Firewood is the property of the county and proceeds from firewood shall be submitted to the County Treasurer.
7. Maintain office hours necessary to adequately serve campground customers.
8. Maintain cleanliness in all campground facilities. Order cleaning supplies through the county facilities manager.
9. Maintain the cleanliness and conduct routine occupant maintenance of the campground manager's living quarters.

10. Submit work orders for necessary repairs and maintenance to park buildings/facilities through the facilities manager.
11. Work directly with law enforcement to control crime and vandalism.
12. Keep all necessary financial records, prepare written reports, cost estimates, and other financial information. Provide the County Treasurer with accounting records as required.
13. Attend meetings as required by the county or the Facilities Manager.
14. On an as needed basis during the off season, manage the reservation system, monitor the condition of park facilities.

2. ***Client Responsibilities***. The Manager desires that the Client perform, and the Client agrees to perform the following work:

A. Encourage the public to use the Campground for recreational purposes.

B. Maintain and repair campground facilities.

C. Keep and maintain the park grounds not associated with the campground.

D. Mow all grass areas.

3. ***Terms of Payment***. Client shall pay the Manager a total of $19,680 for the terms of the contract. Payment will be issued in six (6) equal installments of $3,280 each in April, May, June, July, August, and September.

4. ***Additional Terms of Compensation***.

A. CONVENIENCE STORE:
Managers have exclusive rights to operate the convenience store, and arcade (not firewood sales) and keep profits generated thereby. Manager should post hours of operation and operate these operations for the convenience of campground and park users. All vending rates and prices are subject to review and approval by the county. Vending rates and prices, which are reasonable and customary for operation of similar type and scope in South Dakota, shall be approved.

B. OTHER VENTURES:
Manager shall submit to the county a business plan for any other business venture he plans to operate on the park property, for their approval, prior to beginning said business venture.

C. HOUSING:

a. The Manager shall have use of the campground manager's living quarters, to include water, electricity, and heating during the entire year without charge and as part of the compensation package to the manager.

b. The Manager's occupancy of these quarters shall comply with county campground and other applicable policies and other provisions noted in this contract. The Manager shall be allowed to reside in the campground manager's quarters until the park closes for the season.
c. The Manager is responsible for care and routine maintenance of the living quarters. The Manager must obtain prior approval through the facility manager and County Commissioners for any modifications or improvements to the living quarters.
d. The Manager may NOT sublease the living quarters.
e. The residence will be inspected for hazards, safety issues or excessive damage by the Codington County Facilities Manager or his designee prior to termination of the contract with the manager. This is to protect both the Manager and the property belonging to the Client.
f. Manager's office and living quarters will be a smoke-free environment, pursuant to Personnel Policy 3.5, in the Codington County Personnel manual.
g. No pets will be allowed in the Manager's office or living quarters without the written consent of the Codington County Board of Commissioners.

D. **VACATIONS**:
Since the manager is employed on a seasonal basis, they shall not be entitled to time off other than normal time off from April 1st through September 30th as agreed upon by the Manager and the Client.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 16th DAY OF SEPTEMBER 2025.

CODINGTON COUNTY

By: _____ Date _____

SCOTT WAHL, PARK MANAGER

By: _____ Date _____

GAIL WAHL, PARK MANAGER

By: _____ Date _____

INTERGOVERNMENTAL E-911 SERVICES AGREEMENT

Between

THE CITY OF WATERTOWN, SOUTH DAKOTA

and

CODINGTON COUNTY, SOUTH DAKOTA

January 1, 2027 - December 31, 2028

WHEREAS, Codington County, South Dakota ("Codington County"), recognizes the need for efficient and consolidated E-911 service and for specific Public Safety Answering Point (PSAP) service; and

WHEREAS, Codington County desires to obtain such service through the E-911 and PSAP system operated by the City of Watertown, South Dakota ("City of Watertown"), by and through its Police Department and the Watertown Regional 911 Center; and

WHEREAS, SDCL 1-24-8 authorizes the City of Watertown and Codington County to contract for the provision of such governmental service; and

WHEREAS, the City of Watertown agrees with Codington County to provide E-911 and PSAP service to the citizens and persons within Codington County, for and on behalf of Codington County, upon the terms and conditions stated in this Agreement.

NOW, THEREFORE, it is agreed by and between the City of Watertown and Codington County as follows:

1. TERM OF CONTRACT.

This Agreement shall commence on January 1, 2027, and shall continue through midnight on December 31, 2028. The commencement and continuation of service during the term shall be subject to the terms and provisions of this Agreement.

2. FEE FOR SERVICE.

In consideration for the services to be provided by the City of Watertown through the Watertown Police Department, Codington County shall make the following payments to the City of Watertown:

A. Monthly Surcharge Remittance. Codington County shall remit one hundred percent (100%) of the actual E-911 surcharge revenue received by Codington County each month from the South Dakota Department of Public Safety. Payments shall be delivered to the City of Watertown Finance Officer no later than ten (10) days after Codington County receives the applicable monthly distribution.

If, during the term of this Agreement, the South Dakota Legislature changes state law to permit or require a uniform E-911 surcharge higher than the current statutory surcharge, the parties shall renegotiate the payment provisions of this Agreement. Any renegotiation shall not result in the City of Watertown receiving less than ninety-five percent (95%) of the E-911 surcharge revenue distributed to Codington County, unless otherwise required by law or agreed in writing by both parties.

3. CODINGTON COUNTY RESPONSIBILITIES.

As a condition of the City of Watertown providing the E-911 and PSAP services contemplated by this Agreement, Codington County shall:

A. Provide, at its sole expense, all requisite telephone and radio links and connections to the Watertown Police Department and Watertown Regional 911 Center. Failure of Codington County to provide or maintain such links and connections to the reasonable satisfaction of the City of Watertown shall excuse the City of Watertown from its duty to provide service to the extent the failure prevents or materially interferes with the service contemplated by this Agreement.

B. Provide to the City of Watertown a continuously current written list of contact telephone numbers, pager numbers, radio contact information, and other emergency contact points or persons within Codington County who shall be notified upon receipt of an E-911 call from within Codington County. The list shall be certified as true and correct by a Codington County official designated by the Codington County Commission. Codington County shall notify the City of Watertown in writing of any pending change or modification to the list at least three (3) working days before the effective date and time of the change, whenever practicable. The notice shall specify the exact effective date and time of the change. The City of Watertown may rely upon the contact list provided by Codington County and shall have no responsibility for errors or omissions in information supplied by Codington County. Codington County shall recertify the accuracy and completeness of the contact list at least annually. All certified lists and changes shall be provided to the Chief of Police and the 911 Communications Manager, or their designees. The City of Watertown shall acknowledge receipt of such written notices. No change shall be deemed received until the City of Watertown has acknowledged receipt.

C. Remit the surcharge revenue as provided in Section 2 of this Agreement.

4. SERVICES TO BE PROVIDED BY THE CITY OF WATERTOWN.

The City of Watertown, through the Watertown Police Department and Watertown Regional 911 Center, shall:

A. Provide the telephone, radio, recording, computer, and related communications equipment necessary for E-911 call handling and connection completion at the Watertown Police Department and Watertown Regional 911 Center in Watertown, South Dakota.

B. Provide monthly activity reports relevant to Codington County as deemed appropriate by the City of Watertown and the Chief of Police.

C. Answer all incoming E-911 calls received by the Watertown Police Department and Watertown Regional 911 Center from Codington County and perform the following functions:

(1). Relay requests for emergency services and other applicable information received by E-911 call from within Codington County to the appropriate Codington County public safety or emergency service agency by radio, paging system, telephone, or other approved communications method, according to the certified contact information provided by Codington County. Notification to the Codington County Sheriff or any Codington County deputy sheriff shall constitute completed relay of notice and information under this Agreement when law enforcement notification is appropriate.

(2). Acknowledge receipt of relayed requests for emergency services and applicable information from responding units of the appropriate public safety agency. Except as otherwise specifically agreed in writing, the City of Watertown and the Watertown Police Department shall not be obligated to provide services beyond notification and acknowledgment, including NCIC, NLETS, unit-status functions, or other law-enforcement support during and through completion of the 911 event.

5. GENERAL PROVISIONS.

A. The City of Watertown shall not have operational control or authority over any Codington County public safety agency, or over its agents, officers, employees, volunteers, or emergency service units.

B. Security or fire alarm terminations or notifications shall not be permitted or accepted through the 911 telephone service connection.

C. To the extent permitted by law, Codington County agrees to indemnify and hold harmless the City of Watertown, including its agents, representatives, and employees, from and against claims, damages, losses, and expenses resulting from any negligent act or omission of Codington County's agents, representatives, or employees, and from discontinuation of service due to circumstances beyond the City of Watertown's control.

D. Nothing contained in this Agreement shall prevent or inhibit the Watertown Police Department, Codington County, or any public safety or emergency service agency within Codington County from establishing standard operating procedures consistent with this Agreement for carrying out operations conducted pursuant to this Agreement.

E. The City of Watertown shall not be responsible under this Agreement for providing any emergency response service within Codington County. No provision of this Agreement shall be interpreted as imposing responsibility upon the City of Watertown for providing an emergency response service within Codington County. This provision shall not prevent the City of Watertown or any of its public safety or emergency service agencies from providing emergency assistance to Codington County or any agency or governmental subdivision within Codington County to the same extent such emergency assistance may otherwise lawfully be provided outside this Agreement.

F. Codington County acknowledges that this Agreement provides for E-911 and PSAP services as stated herein. Upon request of the City of Watertown, Codington County shall provide written notice to affected properties within its boundaries explaining any limited service options or limitations applicable under this Agreement.

6. OFFICIAL NOTICES.

All official written notices required under this Agreement shall be sent to the following offices at the addresses listed below, unless either party provides written notice of a change:

CODINGTON COUNTY

Codington County Auditor
14 1st Avenue SE
Watertown, SD 57201
Phone: (605) 882-6297

AND

Codington County States Attorney
14 1st Avenue SE
Watertown, SD 57201
Phone: (605) 882-6276

CITY OF WATERTOWN

Chief of Police
Watertown Police Department
128 N. Maple
Watertown, SD 57201-3653
Phone: (605) 882-6210

AND

911 Communications Manager
Watertown Police Department
128 N. Maple
Watertown, SD 57201-3653
Phone: (605) 882-6210

The person, title, address, telephone number, or other contact information to which notice is required may be changed by either party by written notice to the other party in the manner provided herein.

7. AMENDMENT TO CONTRACT.

This Agreement may be amended only upon authorization of the respective governing bodies of the parties, as provided by law, and by a written amendment executed by authorized representatives of both parties.

8. TERMINATION.

Either party may terminate this Agreement upon six (6) months prior written notice of the intent to terminate. In the event of termination, Codington County shall remain obligated to pay the City of Watertown all charges that accrue under this Agreement through the effective date of termination. If Codington County defaults in payment of charges due under this Agreement, the City of Watertown may discontinue service and terminate this Agreement, provided that the City first gives written notice of the default to Codington County and Codington County fails to cure the default within thirty (30) days after receipt of such notice. Termination of service by the City of Watertown due to an uncured default shall not operate as a waiver or release of any claim the City of Watertown may have against Codington County for breach of contract or any other available cause of action.

9. CONTRACT BETWEEN GOVERNMENT ENTITIES.

Nothing in this Agreement shall be deemed to extend any governmental or proprietary responsibility of the City of Watertown to any person who may be affected by the performance or nonperformance of the City of Watertown under this Agreement. This Agreement is solely between the respective governing entities of the City of Watertown and Codington County, as authorized and provided by law. The obligations and duties of the City of Watertown under this Agreement are solely contractual with Codington County.

10. IMMUNITIES.

The City of Watertown expressly reserves all immunities and defenses available to it and to its agents, representatives, and employees. By entering into this Agreement, the City of Watertown does not waive any defense or immunity otherwise available by law.

11. FORCE MAJEURE.

For purposes of this Agreement, force majeure means any event that prevents or materially interferes with the ongoing use or operation of the E-911 service described herein and that is not reasonably within the control of the party claiming force majeure, including acts of God, strikes, lockouts, acts of terrorism, industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or other causes of like kind that the affected party, through the exercise of due diligence, could not reasonably have prevented or overcome.

A force majeure event that prevents continuation of the contracted service may give rise to termination of this Agreement without penalty or liability for the inability to perform during the force majeure event, subject to applicable law.

12. GOVERNING AUTHORITY AND APPROVAL.

This Agreement is approved and authorized by the respective governing bodies of the parties in conformity with SDCL 1-24-8 and other applicable law.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CODINGTON COUNTY

_____
Codington County Commission Chairperson

Date: _____

ATTEST:

_____
Codington County Auditor

Date: _____

CITY OF WATERTOWN

_____
Chief of Police

Date: _____

_____
Watertown City Manager

Date: _____

ATTEST:

_____
Watertown Finance Officer

Date: _____

Effective Date: January 1, 2027

CONTRACT FOR "SERVER ACCESS" IN CONJUNCTION WITH THE NORTHEAST SOUTH DAKOTA RURAL INFORMATION EXCHANGE MODEL (RIEM) PROGRAM

ADMINISTERED BY THE WATERTOWN POLICE DEPARTMENT

This Agreement is entered into by and between the **City of Watertown, South Dakota** ("CITY"), by and through the Watertown Police Department ("WPD"), and **Codington County, South Dakota**, by and through the **Codington County Sheriff's Office** ("CODINGTON COUNTY").

WHEREAS, CODINGTON COUNTY recognizes the need for efficient and timely exchange of public safety information through participation in the Northeast South Dakota Rural Information Exchange Model ("NESD RIEM"); and

WHEREAS, CODINGTON COUNTY desires to obtain NESD RIEM services through CITY; and

WHEREAS, SDCL 1-24-8 authorizes governmental entities to contract for such services; and

WHEREAS, NESD RIEM includes access to Central Square Technologies public safety software hosted by CITY; and

WHEREAS, such services require ongoing administrative configuration, maintenance, and support;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM OF CONTRACT

This Agreement shall commence on **January 1, 2027**, and terminate at **11:59 p.m. on December 31, 2027**, unless earlier terminated in accordance with this Agreement.

2. FEE FOR SERVICE

CODINGTON COUNTY shall pay CITY for services as set forth in **Exhibit A**, which is incorporated herein by reference. Payments shall be remitted by the due date to the Watertown City Finance Office, P.O. Box 910, Watertown, SD 57201.

The annual fee for services provided under this Agreement shall be Five Hundred Fifty Dollars ($550.00) per year.

3. CODINGTON COUNTY RESPONSIBILITIES

As a condition of service, CODINGTON COUNTY shall:

A. Maintain and provide a current list of authorized users; updates are effective only upon acknowledgment by CITY.

B. Ensure all users comply with applicable WPD policies, including General Order B-214.

C. Maintain NCIC certification for all applicable users in accordance with state requirements.

D. Maintain a valid licensing agreement with Central Square Technologies.

E. Pay all amounts due under this Agreement.

F. Cybersecurity Requirements. CODINGTON COUNTY shall ensure all devices accessing NESD RIEM meet the minimum-security standards, including:

- Approved operating system (Windows 11 or successor approved by CITY);
- Secure VPN access via Cisco Secure Client (or equivalent approved by CITY);
- Endpoint protection with real-time monitoring, automatic updates, and scheduled scans;
- Multi-Factor Authentication (MFA). CODINGTON COUNTY shall require MFA for all users accessing NESD RIEM-connected systems; and
- Any system that has been determined not to meet these requirements will be removed from access to the RIEM network until such deficiency is corrected.

4. SERVICES PROVIDED BY CITY

CITY shall provide access to the Central Square server environment and provide administrative and technical support, including:

- User account administration
- Agency configuration
- NCIC compliance monitoring
- Local configuration support
- Basic connectivity troubleshooting

5. GENERAL PROVISIONS

A. CITY retains no operational control over CODINGTON COUNTY personnel or agencies.

B. CITY is not a party to and assumes no responsibility for third-party vendor agreements.

C. CODINGTON COUNTY shall indemnify, defend, and hold harmless CITY from claims arising out of CODINGTON COUNTY's use of the system, except to the extent caused by CITY's gross negligence or willful misconduct.

D. This Agreement does not limit either party's ability to adopt internal policies consistent with its terms.

E. This Agreement does not establish or imply provision of emergency services by CITY within Codington County.

F. Services provided are limited strictly to NESD RIEM administrative and technical support.

6. OFFICIAL NOTICES

All notices required under this Agreement shall be in writing and delivered to:

For Codington County / Codington County Sheriff's Office:
Codington County Sheriff's Office
14 1st Ave SE
Watertown, SD 57201
Phone: (605) 882-6280
Email/Fax: _____

For the City of Watertown:
Chief of Police
Watertown Police Department
128 N. Maple Street
Watertown, SD 57201
(605) 882-6210 Phone
(605) 882-6216 Fax
AND
Director
Watertown Regional 911 Center
128 N. Maple Street
Watertown, SD 57201
(605) 882-5638 Phone
(605) 882-6216 Fax

7. AMENDMENT
This Agreement may only be amended upon authorization of the respective governing bodies of each of the parties hereto as provided by law.

8. TERMINATION
Either party may terminate this Agreement upon six (6) months' prior written notice. CODINGTON COUNTY shall remain responsible for all charges accrued through the effective termination date. In the event of nonpayment, CITY may terminate this Agreement after providing written notice of default and a thirty (30) day opportunity to cure. Termination shall not waive any rights or remedies available to CITY for breach.

9. INTERGOVERNMENTAL AGREEMENT
This Agreement is entered solely between CITY and Codington County, South Dakota, by and through the Codington County Sheriff's Office, pursuant to SDCL 1-24-8. No third-party rights are created by this Agreement.

10. IMMUNITY
CITY reserves all immunities and defenses available to it and/or its agents, representatives, or employees. CITY does not waive any defense or immunity otherwise available by entering into this Agreement.

11. FORCE MAJEURE
Neither party shall be liable for failure to perform due to events beyond its reasonable control, including but not limited to acts of God, labor disputes, terrorism, civil disturbances, governmental orders, or third-party service failures. If such conditions persist and materially impact performance, either party may terminate this Agreement without penalty.

13. ENTIRE AGREEMENT
This Agreement, including Exhibit A, constitutes the entire agreement between the parties and supersedes all prior understandings. This Agreement is entered pursuant to SDCL 1-24-8 and is subject to approval by the governing bodies of both parties.

SIGNATURES

CITY OF WATERTOWN, SOUTH DAKOTA
By: _____
Name: _____
Title: _____
Date: _____
ATTEST:
_____
City Finance Officer

CODINGTON COUNTY, SOUTH DAKOTA
By: _____
Name: _____
Title: _____
Date: _____
ATTEST:
_____
Codington County Auditor

EXHIBIT A

Schedule of NESD RIEM Payments Due

I, _____, on behalf of Codington County, South Dakota / Codington County Sheriff's Office, hereby authorize annual payment as follows:

2027 - TOTAL DUE - $550.00

Due Date January 4, 2027 - $550.00 annual payment

Detail $550.00 for administrative configuration and technical support related to Central Square Public Safety Software.

Dated this _____ day of _____, 2027.

_____

Authorized Signature

Printed Name: _____

Title: _____

Exhibit A is incorporated into and made part of the Agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of September 11th, 2026, between Codington County (CLIENT) and Stanley Consultants, Inc. (CONSULTANT). CLIENT intends to obtain commissioning services for the Codington County Law Enforcement Center (hereinafter called "project").

CLIENT and CONSULTANT agree:

1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1. The scope includes the Base proposed fee and alternates one through four.

2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in Exhibit 1.

3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 1. If client issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.

4. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

5. Following exhibits are attached to and made part of this Agreement:

   Exhibit 1 – Stanley Consultants Proposal dated August 28th, 2026.

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

By: _____
Ethan Trepp, Business Development Manager

By: _____

Address for giving notices:

Stanley Consultants, Inc.
225 Iowa Ave
Muscatine, IA 52761

Address for giving notices:

County Auditor
14 1st Ave. SE
First Floor Room 109
Watertown, SD 57201

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.

Stanley Consultants INC.

Stanley Building
225 Iowa Avenue
Muscatine, IA 52761

563.264.6600
stanleyconsultants.com

August 28th, 2026

Brenda Hanten
County Auditor
14 1st Ave. SE
First Floor Room 109
Watertown, SD 57201

Tyler Klatt
Tegra Group
tklatt@tegragroup.com

RE: Proposal for Codington County Law Enforcement Center Commissioning Services

Dear Members of the Selection Committee:

Stanley Consultants appreciates the opportunity to propose commissioning services for the new Codington County Law Enforcement Center. As part of our scope, we have included onsite representation by a licensed engineer during the startup, functional testing and checkout phases of the project to verify that the facility's systems perform per the design.

Knowing that project costs are always a critical factor, we have proposed onsite representation by our Sioux Falls, South Dakota-based project manager and commissioning lead who has extensive experience with both commissioning and designing HVAC and plumbing systems.

As you work through your decision-making process, please contact Ethan at 952.738.4328 or TreppEthan@stanleygroup.com to discuss our proposal. We look forward to developing a partnership with you. Our team is committed to the success of your project as our shared priorities of optimizing your systems and achieving your goals. Thank you for your consideration.

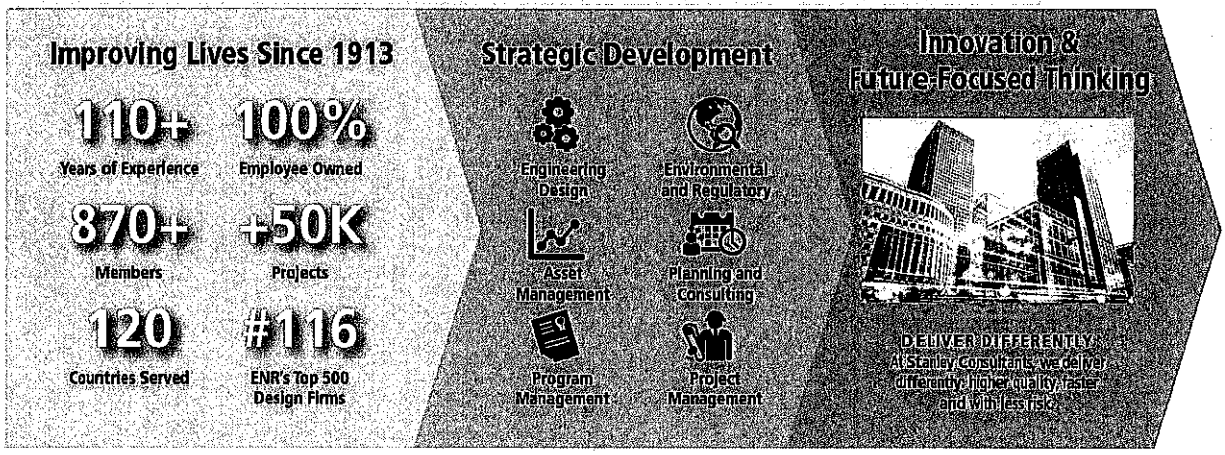
Sincerely,

Ethan Trepp
Business Development Manager
Stanley Consultants, Inc.

Cameron Welbig, PE, CxA, LEED AP
Project Manager/Senior Mechanical Engineer
Stanley Consultants, Inc.

Stanley Consultants

Connect. Create. Contribute.



Company background and relevant experience

FIRM PROFILE

Exceptional service, quality, and strong client relationships have helped Stanley Consultants become a leader in the infrastructure and utilities markets. For 112 years, we have had a definitive focus on answering the world's engineering challenges in power, water, transportation, energy and the environment. We work with utilities, industrial entities, institutions, U.S. federal, state and local agencies, foreign allied governments, developers and builders to plan, design, procure, manage, commission and help permit capital projects. Our long history reflects the firm's commitment to excellence and its ability to adapt and innovate over time.

FIRM COMMISSIONING EXPERIENCE

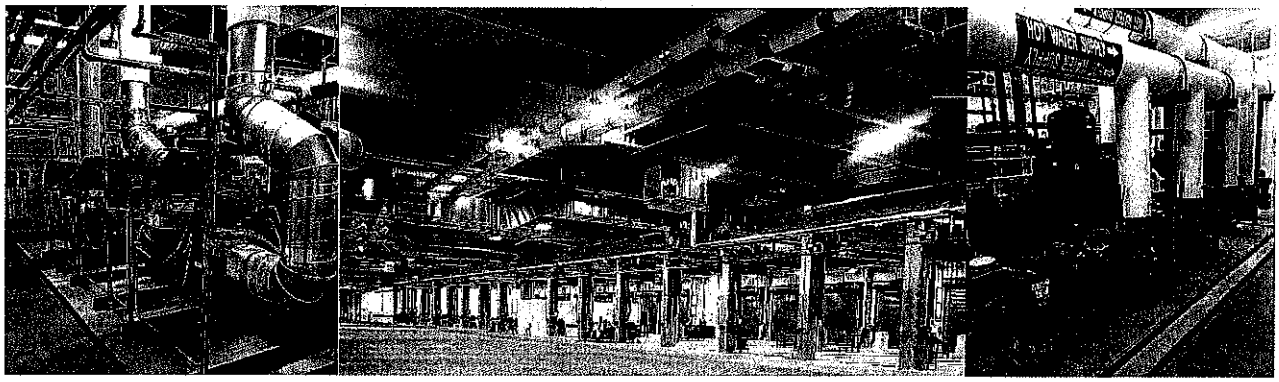
Stanleys' commissioning services provide a quality assurance process that establishes, verifies and documents the performance of building systems and processes to drive down operational costs through improved performance. We provide a full spectrum of sustainable building services to carry a project from predesign through design, commissioning, certification and measurement and verification of energy savings.

Most of our commissioning experience includes public and private low-rise, mid-rise and high-rise buildings; central utility plants; and educational facilities. The following projects demonstrate the range of Stanley's experience.

Project	Owner	Location
Turner County Courthouse	Turner County	Parker, SD
Commissioning and Engineering Peer Review Services for Stephen F. Austin Building	Texas Facilities Commission	Austin, TX
Commissioning and Engineering Peer Review Services for Texas School for the Deaf and School for the Blind and Visually Impaired	Texas Facilities Commission	Austin, TX
Commissioning and Engineering Peer Review Services for William B. Travis Building	Texas Facilities Commission	Austin, TX

Project	Owner	Location
Commissioning and Move Coordination Services for J.J. "Jake" Pickle Federal Building	General Services Administration	Austin, TX
Commissioning of Building Systems Services for Law Enforcement and Criminal Justice Education Center	Metropolitan State University	Brooklyn Park, MN
Commissioning Services at Department of State Health Services Dr. Bob Glaze Laboratory, Central Plant and Chemical Storage Building	Texas Facilities Commission	Austin, TX
Commissioning Services for 1 MW Standby Generator	Lake County Facility Operations	Waukegan, IL
Commissioning Services for 15 kV Switchgear	Joliet Junior College	Joliet, IL
Commissioning Services for Electric and Steam Chiller Replacements and Cooling Tower Replacements	Texas A&M University	College Station, TX
Commissioning Services for Elevators for Four State Buildings	Texas Facilities Commission	Austin, TX
Commissioning Services for Health and Learning Center	Northern Arizona University	Flagstaff, AZ
Commissioning Services for Heintz Center HVAC Upgrades, Phases 1 and 2	Rochester Community and Technical College	Rochester, MN
Commissioning Services for Multiple Health and Human Services Commission Buildings	Texas Facilities Commission	Austin, TX
Commissioning Services for New Armed Forces Reserve Center	State of Minnesota, Department of Military Affairs	Faribault, MN
Commissioning Services for New Bus Garage	Confidential Client	MN
Commissioning Services for Office Remodel	Confidential Client	MN
Commissioning Services for Pleasant Hill Library HVAC Upgrades	City of Austin	Austin, TX
Commissioning Services for Rooftop Unit and Boiler Replacement	Confidential Client	MN
Commissioning Services for School of Law Addition	University of North Dakota	Grand Forks, ND
Commissioning Services for Transportation, Trade and Industrial Education Center	Riverland Community College	Albert Lea, MN
Commissioning Services for Visual Arts Center	Anoka-Ramsey Community College	Coon Rapids, MN
Commissioning Services for Workforce Center Addition	Rochester Community and Technical College	Rochester, MN
Enhanced LEED Commissioning Services for Medical Examiner Building	Travis County	Austin, TX
HVAC System Commissioning at Central Permit Facility Phase II	Lake County Facility Operations	Waukegan, IL
Retro-Commissioning and Mechanical, Electrical and Plumbing Commissioning Services for Deferred Maintenance Projects at Multiple State Buildings	Texas Facilities Commission	Austin, TX
Retro-Commissioning Services for Four State Buildings	Texas Facilities Commission	Austin, TX

RELEVANT PROJECT EXPERIENCE



Commissioning Services for New Bus Garage

Minnesota

Stanley provided enhanced commissioning as well as continued follow-on commissioning services for a new 661,500-square-foot bus operating and maintenance facility. The new facility provides parking, maintenance and support spaces for over 300 buses. The building includes maintenance bays, fueling areas, electric charging areas, parts storage areas, training spaces and a two-story administrative space.

The facility spaces are supported by both mechanical air-side and water-side systems for both space conditioning and ventilation purposes. The air-side systems are comprised of 16 air handling units, over 17 exhaust fan systems and single-duct terminal units. The air-side system provides space conditioning by utilizing a centralized ground-source heat pump system and a centralized hot water heating system. The ground-source heat pump system consists of water-to-water heat pumps, as well as ground-source and secondary pumps. The hot water system consists of condensing type boilers, primary pumps and secondary pumps. The facility systems and spaces are supported by an emergency generator and transfer switch, security CCTV system, access card reader system, fire alarm system, lighting systems, fueling system and space related plumbing systems.

Our scope included development of a commissioning plan, attending construction commissioning process meetings, reviewing commissioning submittals, developing pre functional checklists, tracking completion of prefunctional checklists, writing functional test procedures, maintaining a master issues log, conducting functional performance tests, conducting a near warranty end review and compiling a final commissioning report.

We continue to provide follow-on commissioning services for the bus garage project. Stanley's services include owner recommendations and ongoing testing of the facilities' new six-pipe geothermal heat pump unit. Our team is providing ongoing technical support to the owner regarding control integration, system piping and factory control integration.

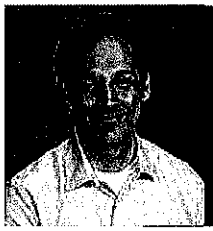
Owner
Confidential Client

Completion Date
2019–present

Construction Cost
$114 million

Relevant Features
- Verified and documented mechanical systems and their controls
- Developed and performed functional tests on all mechanical equipment
- Recommended energy improvements
- Identified and recommended corrective actions for inoperable or incorrect sequences of operation

Staff Qualifications and Certifications



CAMERON WELBIG, PE, CxA, LEED AP

Role: Project Manager/Commissioning Lead
Stanley Consultants

Cameron has led and supported projects within the federal, mission critical, higher education and commercial markets. He has performed as a commissioning project manager for more than 20 vertical military construction projects including air bases, data centers, central plants, cold storage facilities, maintenance facilities, training facilities, readiness centers and administrative facilities. He has extensive experience conducting integrated system testing on both new and existing heating ventilation and air control systems, direct digital control systems, hydronic systems and electrical systems.

PROJECT EXPERIENCE

Commissioning Services for New Bus Garage; Confidential Client; MN
Project Manager/Lead Commissioning Engineer responsible for reviewing control points and sequences, developing prefunctional checklists and functional tests and conducting onsite testing and troubleshooting of mechanical and electrical systems.

Georgia Department of Defense Readiness Center; Georgia Army National Guard; Cumming, GA
Commissioning Project Manager and onsite testing engineer for new 102,270-square-foot readiness center and 3,955-square-foot maintenance training building. Scope included LEED–Fundamental (EAp1) commissioning of all HVAC, fire and life safety systems, emergency power, lighting and domestic water systems. Project was an Honor Award Recipient: ACEC Georgia Engineering Excellence Award, 2013.

Confidential Data Center Client
Commissioning Project Manager and onsite testing engineer for three data center/call center projects. The project scope included the replacement of the building automation system (BAS) controls in two facilities, two data center expansion projects, a facility chiller replacement and the review of an existing generator plant. The unique aspects of this project included using electrical load-banks when testing the data center power distribution units (PDU), full-load testing of the Liebert in-row coolers in combination with PDU load-banking, checking for electrical hot-spots during onsite testing and testing of the static transfer switches.

Confidential Data Center Client
Mechanical Commissioning Engineer for a 3,500-square-foot data room expansion project. The commissioning scope included functional testing of the chillers, dry-cooler and the new 200-ton redundant chiller, pumps and associated controls. Additional testing included four new computer room air conditioner (CRAC) units and underfloor leak detection. Additional testing for this data center client entailed reviewing remote power panel breaker settings, conducting a run-down test of the UPS units, load-bank testing of the PDUs under various loads in combination with testing of the CRACs, load-banking the generator and testing the automatic transfer switches when switching between generator/utility sources. This project required the creation of specific testing methods of procedure due to the remodel work done in a live data center.

Technical Title

Senior Mechanical Engineer

Years of Experience

18 Total

Professional Registrations

Mechanical Engineering: MN, 47908

Professional Engineering: CT, PEN.0028499
SD, 16635

Certified Commissioning Authority, 214-1115

LEED AP

OSHA10 Construction, 27-003078729

Education

Master of Business Administration, University of St. Thomas

Bachelor of Science, Mechanical Engineering, South Dakota State University

Professional Societies

» American Society of Heating, Refrigerating and Air-Conditioning Engineers

Confidential Data Center Client
Commissioning Project Manager and onsite testing engineer for a military data center space and supporting administrative monitoring center. Tested the new data center CRAC units, coordinated sensor install locations with both the Liebert representative, client and design team, tested the three redundant air handling units (AHU) serving the support areas, and tested the facility's hot water system and subsequent terminal units. This project was unique in that it required specific client coordination in regard to the safety and security of the facility control wiring used within the data center space. This project also required extensive testing of the AHUs to prevent impacting the client's mission.

Camp Minden Regional Training Institute - Phase 1; Louisiana Army National Guard; Camp Minden Army National Guard Base, LA
Commissioning Project Manager and onsite testing engineer for new camp expansion project. The project included a new 6,624-square-foot central plant facility, 5,456-square-foot dining facility (DFAC), 14,636-square-foot billeting building and 8,510-square-foot administration/education building. Scope included LEED Enhanced (EAc3) commissioning of all HVAC, lighting and domestic water systems.

Readiness Center Army Aviation Support Facility; Connecticut Army National Guard; Windsor Locks, CT
Commissioning Project Manager and onsite testing engineer for new 110,165-square-foot readiness center and cold storage facility project. Scope included LEED–Fundamental (EAp1) commissioning of all HVAC, fire and life safety systems, emergency power, lighting and domestic water systems.

Armed Forces Reserve Center; Illinois Army National Guard and Army Reserves; Carbondale, IL
Construction Project Manager and onsite testing engineer for new 48,500-square-foot readiness center and 6,000-square-foot maintenance shop facility. Scope included LEED–Fundamental (EAp1) commissioning of all HVAC, lighting and domestic water systems.

Joint Armed Forces Reserve Center; Ohio Army National Guard and Army Reserves; Mansfield Lahm Air National Guard Base, OH
Commissioning Project Manager and onsite testing engineer for new 52,500-square-foot Armed Forces Reserve Center and 32,000-square-foot Field Maintenance Shop. Scope included LEED–Fundamental (EAp1) commissioning of all HVAC, emergency power, lighting and domestic water systems.

REDHORSE Beddown Facility; Ohio Air National Guard; Mansfield Lahm Air National Guard Base, OH
Commissioning Project Manager for a new 50,700-square-foot Rapid Engineer Deployable Heavy Operational Repair Squadron Engineer facility. Scope included LEED–Fundamental (EAp1) commissioning of all HVAC, fire and life safety systems, lighting and domestic water systems.

KC-46A ADAL Flight Simulator (Building 156); Pease Air Force Base, NH
Commissioning Project Manager and onsite testing engineer for retro-fitted flight simulator facility project. Scope included LEED–Fundamental (EAp1) commissioning of all HVAC, lighting and breathing air systems.

Aircraft Systems Operating Facility; Little Falls, MN
Commissioning Project Manager and onsite testing engineer for new 11,600-square-foot unmanned aircraft systems operating facility. Scope included LEED Enhanced (EAc3) commissioning of all HVAC, fire and life safety systems, emergency power, lighting and domestic water systems.

140th Fighter Wing Alert Crew Quarters; Buckley Air Force Base; Aurora, CO
Construction Project Manager and onsite testing engineer for the new 6,380-square-foot Alert Crew Quarters facility. Scope included LEED–Fundamental (EAp1) commissioning of all HVAC, lighting and domestic water systems.



MARCUS YOUNG, EIT

Role: Commissioning Support
Stanley Consultants

Marcus has a solid background in mechanical, electrical and plumbing (MEP) construction as well as manufacturing processes. He has designed MEP systems. Marcus has also worked in a manufacturing environment, collaborating with various external vendors and suppliers as well as multidiscipline engineering teams, technicians and electricians to create and analyze different prototypes. Marcus performs building heating and cooling load, pump head loss and static pressure drop calculations. He is well-versed in Trane Trace and equipment selection software such as Cook Select. He is expanding his proficiency with tools such as Autodesk Revit, AutoCAD and Pipe Flo Professional.

PROJECT EXPERIENCE

Commissioning Services for Rooftop Unit and Boiler Replacement; Confidential Client; MN
Mechanical Specialist responsible for assisting lead commissioning engineer with onsite testing of variable air volume terminal units and building controls comparing recorded data to project specifications. Recorded air flow data and calculated percentage differences in airflow to identify and address any discrepancies. Documented all test results and prepared report sheets.

Utility Planning Steam System Study; Winona State University; Winona, MN
Mechanical Specialist responsible for assisting lead engineer with room mapping to identify potential locations for new equipment and satellite steam plants. Reviewed steam load modeling calculations using Pipe Flo Professional software. Prepared equipment selections for new steam plants considering equipment size, steam capacity, and fuel/ power source.

HVAC Improvements; U.S. Air Force, Hill Air Force Base; UT
Mechanical Specialist responsible for assisting lead engineer with duct pressure loss calculations. Conducted intake and relief hood sizing. Produced equipment schedules for heating and cooling coils.

PCR Fuel Tanks/Chiller; FA8501 AFSC PZIO; Robins AFB, GA
Mechanical Specialist responsible for assisting lead engineer with conducting an onsite charette meeting to gather input from base personnel and clarify project goals. Logged existing mechanical equipment, including boilers, chillers and pumps. Provided technical guidance for preliminary new equipment placement and conceptual design.

Facility Repairs; Confidential Client
Mechanical Specialist responsible for assisting lead engineer in Revit modeling tasks of connecting ductwork, relocating diffuser grills and placing thermostats. Drew piping riser diagrams to facilitate mechanical design. Participated in design review meetings to provide feedback and address any design issues.

HVAC Replacement Study-Design, Building C3, C4 and C8; Confidential Client
Mechanical Specialist responsible for assisting lead mechanical engineer with performing building load calculations using Trace 700 software. Reviewed building load calculations for accuracy. Assisted lead mechanical engineer with reheat coil schedules and coil sizing. Performed and checked air balance calculations as well as fan static calculations.

Technical Title
Engineer-In-Training 1

Years of Experience
2 Total

Professional Registrations
Engineer-in-Training: MN, 169851

Education
Bachelor of Science, Mechanical Engineering, University of Minnesota-Duluth

Professional Societies
» American Society of Heating, Refrigerating and Air-Conditioning Engineers

PROJECT APPROACH AND SCOPE OF WORK

The commissioning scope for the Codington County Law Enforcement Center will focus on functionally testing the facilities equipment and systems to verify that the systems meet the performance requirements listed in the plans, specifications and approved equipment submittals. The commissioning process often provides value in that it flushes out construction oversights when starting up and fine-tunning facility systems. For example, it's not uncommon for commissioning to find control points that are not integrated, dampers that are not modulating properly, valves that are wired incorrectly, devices that are not calibrated, or sequences that are not fully implemented.

The functional testing effort will begin with Stanley developing draft functional performance test (FPT) procedures for the equipment and systems noted within the '*Proposed Equipment Quantities and Sampling Rates*' section. These pass/fail test procedures will be developed based on the project's automatic temperature controls submittal, approved shop drawings, plans and specifications, and contain pass/fail sections reviewing the control input/output points, control sequences and associated alarms for the equipment and systems.

The draft FPT procedures will be submitted to the owner, owner's representative, construction team and designer-of-record prior to onsite functional performance testing. This gives everyone on the team the opportunity to take exceptions to any portions of the test procedures that will be executed during onsite testing. However, it's rare to have exceptions taken as the test forms are based on contractual documents. This review phase also allows the installing contractor to prepare for the necessary onsite testing activities, determine what subcontractors need to be present during onsite testing and plan for what tools and equipment will be needed during testing. If there are no exceptions to the draft FPT documents, Stanley will issue the final FPT forms as the roadmap for onsite testing activities.

The onsite functional performance testing phase will include the estimated site time and site trips noted within the '*Site Visits*' section. The expectation is that onsite functional performance testing will occur after test and balance (TAB) of both the air and hydronic systems are substantially complete and a TAB report has been provided for review. It's also expected that the contractor will provide completed BAS graphics, relatively free of alarms, prior to onsite testing. From experience, this information is important as it confirms the systems are operating in automatic mode, have been balanced and are ready for onsite testing verification.

During onsite testing, Stanley will work alongside the installing contractor when reviewing the design control sequences. The expectation is that the contractor demonstrates the equipment and systems operation by manipulating the equipment either through the BAS, factory controls or other simulated means. Our team will observe the systems operation and record the results on the FPT forms and on a separate issue tracking form (ITF). After completing onsite testing, we will then issue the ITF to the owner and owner's representative with deficiency resolution by the general contractor and subcontractors. The expectation is that the general contractor and subcontractors work through the ITF and provide responses prior to future onsite commissioning visits.

The final phase of the commissioning scope will include the assembly of a commissioning report and a ten-month seasonal testing review of the systems. The report will include an executive summary, FPT forms, ITFs and recommend operation and maintenance improvements

Proposed Equipment Quantities and Sampling Rates

Equipment / System Type	Scheduled Quantity	Sampling Rate
Rooftop units (RTU-1 & 2)	2	100%
RTU-1 & 2 variable air volume (VAV) boxes	11	50%
Air-Handling Units (AHU-3 & 5)	2	100%
AHU-3 & 5 VAV boxes	35	50%
Air-Handling Unit 4 and interlock to kitchen equipment (AHU-4)	1	100%
Ductless split-system heat pumps (ACU-1 through 8, DSHP-1 through 8)	16	100%
Domestic water recirculation pump	1 Lot	100%

Equipment / System Type	Scheduled Quantity	Sampling Rate
Domestic water booster pump (DBP-1)	1	100%
Water Heaters (WH-1 through 3)	3	100%
Chilled water system (CH-1, CWP-1 & 2)	1 Lot	100%
Heating water system (B-1 & 2, HWBP-1 & 2, HWP-1 & 2)	1 Lot	100%
Exhaust fans (EF-1 through 51)	51	50%
Kitchen exhaust hood (EH-1)	1	100%
CO/NO2 systems (EF-24 through 27, EF-39 through 40)	4	50%
Unit heaters (UH-1 through 23)	22	50%
Cabinet unit heaters	7	50%
Lighting control in inmate areas (control via security electronics system), Level 1 & 2, Area A & B	1 Lot	100%
Lighting control in non-inmate areas (control via occupancy sensors and low-voltage push-button switches, Level 1, Area B & C	1 Lot	20%
Emergency mode testing of HVAC systems at BAS controls per specification section 23 0993, sub-section 2.7 (Excludes simulation of emergency power testing. Reference alternate pricing below)	1 Lot	100%

Site Visits

The proposed scope includes the following site visits for both visual installation inspections and onsite functional performance testing. The proposed trips include the equipment and systems we propose to test and the sequencing of testing. This testing is typically a very fluid process depending on the level of completion of the systems. As onsite testing progresses, we would keep key stakeholders updated on what systems are complete and what systems still need to be revisited during future testing trips.

The contractor must have necessary items operational prior to our visit. If additional visits are required due to lack of preparedness they will be at an additional cost.

Trip	Objective	Estimated Hours Involved
Trip 1	Facilitate an onsite commissioning kickoff meeting and review the installed systems.	One person / four hours onsite
Trip 2-3	Witness contractor startup of lighting and lighting controls in the inmate areas.	One person / two six-hour days onsite
Trip 4-16	Witness onsite functional performance testing of heating ventilation and air conditioning (HVAC) systems, building automation system (BAS), domestic water pumps, and water heaters.	One person / thirteen six-hour days onsite
Trip 17	Witness onsite functional performance testing of the inmate area lighting controls.	One person / one six-hour day onsite
Trip 18	Witness onsite functional performance testing of the non-inmate area lighting controls.	One person / one six-hour day onsite
Trip 19	Ten-month warranty review/functional testing follow-up.	One person / one six-hour day onsite

Assumptions and Clarifications

- Project scope includes the assembly of pass/fail FPT forms.
- Commissioning team meetings: total of six one-hour meetings (six hours, virtual) with Lead.
- If additional site visits are required above what is listed, we can perform them at an additional expense.

ESTIMATED TIMELINE AND RESOURCE ALLOCATION

The anticipated award date is the week of August 31, 2026, commissioning is expected to occur July 28th, 2027 – August 17, 2027, and substantial completion is scheduled for September 9th, 2027. The 10-month warranty review is expected to occur July 9th, 2028. We will need at least one week's notice prior to coming onsite for our visits.

RESOURCE ALLOCATION

	Resource Hour Estimate (Monthly													
Team Members	Sept 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	Jun 2027	July 2027	Aug 2027	July 2028	Total
Cameron Welbig	8		8	8	16	8	4	4	4	8	24	125	16	233
Marcus Young					8							27		35

Cost Proposal

BASE PROPOSED FEE

Lump-Sum Total Base Cost

Stanley Consultants will provide the scopes of services described in this proposal for a lump-sum fee shown in the budget table below. We will issue monthly progress invoices throughout the project based on completion percentage.

Phase	Fixed Fee	Other Costs	TOTAL
Base Commissioning Scope of Work	$62,700	$4,600	$67,300
		Hours: 268	
Anticipated # hours for construction meetings included in fee		6	

ALTERNATE PROPOSED FEES

Lump-Sum Total Alternate Costs

Stanley Consultants will provide the following alternate lump-sum services upon request.

Alternate	Description	TOTAL
1	Provide an edited 01 91 13 commissioning specification	$2,800
2	Provide pre-functional checklists (PFC's) for the equipment and systems listed in the Proposed Equipment Quantities and Sampling Rates table above. The PFC's are completed by the installing contractors to confirm the equipment and systems are ready for onsite functional performance testing.	$4,000
3	Provide generator and automatic transfer switch (ATS) pre-functional checklist and functional performance test (FPT) forms for use with alternate 4.	$2,200
4	One senior electrical engineer reviews the electrical plans and specifications, conducts a one-day site visit to witness generator and automatic transfer switch (ATS) testing, and provides a summary report of the emergency power testing.	$5,800

Fees for Other Costs

The following are rates and/or fees that the owner could incur if additional services are requested. Rates are shown for current fiscal year ending April 3, 2027, and are subject to annual adjustments (not to exceed 5% annually)

FY 2026-2027 Hourly Rates for Team Members

Team Member	Hourly Rate
Cameron Welbig, PE, CxA, LEED AP	$230
Marcus Young, EIT	$135

FY 2026-2027 Expenses

Team Member	Rate
Site Visit Travel Cost	$150/day
Site Visit Travel Time	$690/day

PROFESSIONAL SERVICE TERMS AND CONDITIONS

Stanley will provide services for this contract per the standard terms and conditions attached at the end of this proposal.

Proposal valid for 60 days from date of submittal.

1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

1.11 Nothing in this agreement shall create a fiduciary duty between the parties.

2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment, or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

4. GENERAL

4.1 **Termination.**

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after material default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due to CONSULTANT for services rendered plus unpaid reimbursable to expenses, shall constitute total compensation due.

4.2 **Reuse of Documents.**

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.2.3 **Confidentiality.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the agreement except as may be required by a court or governmental authority. CLIENT and CONSULTANT shall keep all information and communications related to the project confidential in the same manner each party protects its own confidential information, to the extent that it is marked "proprietary" or "confidential or with a similar label or which by the nature of the information generally would be regarded as proprietary or confidential. This clause shall not apply to information that is previously known by either party, lawfully becomes public knowledge, or is required to be disclosed by law or a court order. CONSULTANT shall be allowed to use non-confidential information on the project, including CLIENT name, project location, and project details for marketing purposes.

4.3 **Payment.**

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by the law of the State where the project is located, excluding its choice of law rules. Jurisdiction shall similarly be where the project is located.

4.5 **Successors and Assigns.**

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

4.9 **Warranty.**

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS AT THE TIME SERVICES ARE PERFORMED, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.9.4 Subject to the standard of care set forth in Paragraph 4.9.1, CONSULTANT and its Subconsultants may use or rely upon design elements, work, and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT or his authorized representatives, public record, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

4.10 **Period of Repose.** Any applicable statute of limitations or repose shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

4.12 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTEES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED $50,000.00 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT FOR THE PROJECT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT.

4.13 **Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

4.14 **INSURANCE.** CONSULTANT shall purchase and maintain insurance for the coverages and for not less than the limits of liability set forth below:
(a) Workers' Compensation: workers' compensation insurance as required by the laws of the states or countries with jurisdiction of the services to be performed, including employer's liability insurance, with a limit of $1,000,000 per accident.
(b) Commercial General Liability: commercial general liability, including coverage for all premises, operations, operations of independent contractors, products and completed operations, and contractual liability. Coverage shall have limits of not less than $1,000,000 for each occurrence and aggregate.
(c) Commercial Automobile Liability: commercial automobile liability covering the use of all owned, non-owned, and hired automobiles with minimum combined single limits of $1,000,000.
(d) Professional Liability: professional liability insurance for claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable, with a minimum limit of $1,000,000, to be kept in force for two (2) years after completion of project.
CONSULTANT shall provide certificates or other evidence from insurance carriers of the required insurance coverages, if requested by CLIENT in writing within 30 days of start of performance. All insurance except workers' compensation and professional liability shall designate CLIENT as additional insured.
(e) Cyber Liability: Data Breach and Privacy/Cyber Liability Insurance in a limit of not less than $1,000,000 per occurrence.

4.15 **Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for
damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

4.16 **Force Majeure.** Parties will not be liable for delays in delivery or for failure to perform obligations, other than payment, due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war. CONSULTANT's time for delivery or performance will be automatically extended by the period of such delay or CONSULTANT may, at its option, cancel any services, in whole or in part, without liability by giving notice to CLIENT.

4.17 **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. When applicable, the CONSULTANT and SUBCONSULTANT shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime CONSULTANTS and SUBCONSULTANTS take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

4.18 FLORIDA PROJECTS ONLY - NO EMPLOYEE OR AGENT OF CONSULTANT IS A PARTY TO THIS CONTRACT. PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT. CONSULTANT MAINTAINS PROFESSIONAL LIABILITY INSURANCE AS REQUIRED UNDER THIS CONTRACT AND ANY DAMAGES ARE SOLEY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THE CONTRACT.

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME : Name Tanner Hallquist		DATE: 8/21/2026
EFFECTIVE DATE: 9-14-26	POSITION TITLE: Corrections Officer Part-Time	DEPARTMENT: Jail
CURRENT STEP:	NEW STEP: Step 1	
CURRENT PAY RATE:	NEW PAY RATE: $27.66	
REASONS FOR CHANGE: New hire		

EMPLOYEE SIGNATURE Tanner Hallquist

DEPARTMENT HEAD SIGNATURE Matt Mc

DATE 9-3-26

COUNTY COMMISSIONERS _____

DATE _____

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

FILED

SEP 08 2026

CODINGTON COUNTY AUDITOR

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME : Name Troy Kosbab		DATE: 9/14/2026
EFFECTIVE DATE: 10/1/2026	POSITION TITLE: Corrections Officer Full-Time	DEPARTMENT: Jail
CURRENT STEP:	NEW STEP: Step 1	
CURRENT PAY RATE:	NEW PAY RATE: $27.66	
REASONS FOR CHANGE: New hire		

EMPLOYEE SIGNATURE Troy Kosbab

DEPARTMENT HEAD SIGNATURE Matt Bell

DATE 9/14/26

COUNTY COMMISSIONERS _____

DATE _____

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

FILED

SEP 15 2026

Codington County Auditor

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Community Services

Name of traveling employee _____

Employee title Director Employee status Exempt X nonexempt ___

Purpose of travel _____ meeting

Method of transportation County Car

Destination _____

Departure date and time _____ Destination arrival date and time _____ a.

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

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) $ 100 for gas for county vehicle

Lodging expense $200

Meals 54.00 maximum Registration $0

Other costs n/a

Overtime costs involved in the requested travel not anticipated

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

Yes X No _____ If no, why _____

Is this travel a budgeted item? Yes X No

County Commission

Travel request approved: yes_____ no _____ Comments _____

_____

Commission Chairman, _____ Date _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department WNV

Name of traveling employee _____

Employee title _____ Employee status exempt __ nonexempt X

Purpose of travel Conference

Method of transportation County vehicle

Destination _____

Departure date and time _____ Destination arrival date and time _____

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

Costs of travel

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

Lodging expense _____

Meals $ _____ Registration $0

Other costs _____

Overtime costs involved in the requested travel _____

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

Yes X No _____ If no, why _____

Is this travel a budgeted item? Yes X No

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department WNV

Name of traveling employee _____

Employee title _____ Employee status exempt ___ nonexempt _X__

Purpose of travel Conference

Method of transportation County vehicle

Destination _____

Departure date and time _____ Destination arrival date and time _____

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

Costs of travel

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

Lodging expense _____

Meals $ Registration $0

Other costs _____

Overtime costs involved in the requested travel _____

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

Yes X No _____ If no, why _____

Is this travel a budgeted item? Yes _X_ No__

County Commission

Travel request approved: yes_____ no _____ Comments _____

Commission Chairman, _____ Date _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department WNV

Name of traveling employee _____

Employee title _____ Employee status exempt ___ nonexempt _X__

Purpose of travel Conference

Method of transportation County vehicle

Destination _____

Departure date and time _____ Destination arrival date and time _____

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

Costs of travel

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

Lodging expense _____

Meals $ Registration $0

Other costs _____

Overtime costs involved in the requested travel _____

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

Yes X No _____ If no, why _____

Is this travel a budgeted item? Yes X No

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Memorial Park

Name of traveling employee _____

Employee title Director of Facilities Employee status exempt X nonexempt __

Purpose of travel Conference

Method of transportation County vehicle

Destination _____

Departure date and time _____ Destination arrival date and time _____

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

Costs of travel

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

Lodging expense $0

Meals $40 Registration $100

Other costs _____

Overtime costs involved in the requested travel _____

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

Yes X No _____ If no, why _____

Is this travel a budgeted item? Yes X No__

County Commission

Travel request approved: yes_____ no _____ Comments _____

Commission Chairman, _____ Date _____