

**Yankton County
Commission
1:00 PM, Tuesday, December 28, 2023
Commission Chamber
Yankton County Government Center**

Agenda

**DOCUMENTS WILL BE AVAILABLE AT AUDITOR'S OFFICE FOR
December 22nd. COPIES AVAILABLE FOR \$1.00 PER PAGE**

**Meeting chaired
by:**

Don Kettering, Chairman

**01 Call to
order:**

1:00 PM

PLEDGE OF ALLEGIANCE

_____ Dan Klimisch _____ Wanda Howey-Fox _____

**02 Roll
Call:**

_____ Ryan Heine _____ John Marquardt _____ Don Kettering

AGENDA ITEMS

No.	Time	Item Description	Presenter
03	1:00 PM	Abstain Financial Conflict of Interest (SDCL 6-1-17) Non-Financial Interest-Must State Reason for Abstaining	Chairman Kettering
04	1:03 PM	Approval of Agenda Public comment is a time for persons to address this body on any subject. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Each person has up to three minutes to speak. There shall be no personal attacks against the members of this body, county staff, individual, or organizations. The Chair has the authority to enforce this policy. Failure to adhere to these rules may result in forfeiture of the remaining speaking time.	Public Comment
05	1:05 PM	Chiller Bid – Johnson Controls	Jeff Pfeifle
06	1:10 PM	County Liability Insurance	Commission
07	1:15 PM	2023 Yearend Claims	Auditor
08	1:20 PM	Contingency Transfers/Budgeted Cash Transfer	Auditor

09	1:25 PM	County Wages	Commission
10	1:30 PM	GeoPermit Renewal Update	Commission
11	1:35 PM	Public Comment	

Proposal

Sioux Falls SD Common Branch
3413 S GATEWAY BLVD
SIOUX FALLS, SD 57106-1555
Phone: 866-598-7001
Fax: 866-818-5508

TO: Yankton County Facilities Director
321 West 3rd St

Yankton, SD 57078
Jeff Pfeifle

Date: December 19, 2023
Project: Yankton County Government
Center
Proposal Ref: XXXX-XXXX

Items cited on this proposal are priced in accordance with the Johnson Controls Sourcewell/NJPA contract #070121-JHN.

We propose to furnish the materials and/or perform the work described below for the net price of:
\$156,000.00

ONE HUNDRED FIFTY-SIX THOUSAND AND 0/100 DOLLARS

For the above price this proposal includes:

Condensing Unit and Coil Replacement:

- Crane and Rigging
- Remove (1) condensing unit, including refrigerant disposal
- Remove (1) evaporator coil (1) per AHU
- Remove suction lines
- Install (1) condensing unit
 - 60 Nominal Tons
 - Painted galvanized steel construction
 - On/off compressors
 - Factory mounted suction pressure transducers
 - VFD condenser fans with head pressure control
 - Terminal strip for controls programming
 - 65K SCCR Rating
- Install (1) evaporator coil (1) per AHU
- Install new suction lines and insulation, TXVs and solenoid valves
- Charge new circuits with R-410A
- Controls programming and install to existing Metasys system
- Factory Startup and performance verification
- (1) year factory warranty on labor and parts on new equipment
- Travel and Mileage
- Excise Tax Included

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

NA

This proposal DOES NOT include:

- Electrical disconnect/reconnect is EXCLUDED from this proposal. Yankton County has already purchased a new panel and will work directly with electrical contractor on the installation for the new unit.
- Painting, patching of walls, Ceilings, Floors or Piping
- Asbestos Removal, Dust control, site restoration (including landscaping)
- Ceiling removal/replacement
- SCCR Modifications or Upgrades or provisions for high voltage electrical modifications
- Structural Framing
- Engineering
- Work outside of regular business hours.
- Temporary HVAC, bonding, allowances
- Dust control
- Ductwork Modifications

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

This proposal is valid until: Dec. 31, 2023

Yankton County Facilities Director

Johnson Controls, Inc.

Name: _____

Name: Jay Nelson _____

Title: _____

Title: HVAC Owner Sales _____

Date: _____

Date: _____

PO: _____

TERMS AND CONDITIONS

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

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

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

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

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

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

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

(7) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. Seller warrants for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems sold and Seller installed in the US or Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all

representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

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

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

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

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

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

(13) PRIVACY. Seller as Processor: Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(14) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to

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

(15) MISCELLANEOUS

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

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

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

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

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

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

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

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

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DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 1

VENDOR SET: 01 Yankton County
PACKET: 02324 KASI'S CLAIMS - 12-28-23
FUND : 101 GENERAL FUND
DEPARTMENT: 111 COMMISSIONERS

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-04403	YANKTON COMMUNITY LIBRA	I-202312221864	101-5-111-42900	OTHER - COMMISSION		2,000.00
DEPARTMENT 111 COMMISSIONERS					TOTAL:	2,000.00

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DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 2

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02324 KASI'S CLAIMS - 12-28-23

FUND : 101 GENERAL FUND

DEPARTMENT: 142 TREASURER

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12016	MCLEOD'S PRINTING & OFF	I-202312221856	101-5-142-42600	SUPPLIES - TREASURER		199.90
DEPARTMENT 142 TREASURER					TOTAL:	199.90

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VENDOR SET: 01 Yankton County
PACKET: 02324 KASI'S CLAIMS - 12-28-23
FUND : 101 GENERAL FUND
DEPARTMENT: 151 STATES ATTORNEY

DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 3
ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01489	DEBRA LILLIE	I-202312221861	101-5-151-42700	TRAVEL - STATES ATTY		540.00
DEPARTMENT 151 STATES ATTORNEY					TOTAL:	540.00

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DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 4

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02324 KASI'S CLAIMS - 12-28-23

FUND : 101 GENERAL FUND

DEPARTMENT: 161 GOVERNMENT CENTER

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-09287	JCL SOLUTIONS	I-202312221849	101-5-161-43500	MINOR EQUIPMENT - GOVT CENTER		411.13
01-09287	JCL SOLUTIONS	I-202312221851	101-5-161-42900	OTHER - GOVT CENTER		411.13
DEPARTMENT 161 GOVERNMENT CENTER					TOTAL:	822.26

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DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR SET: 01 Yankton County
PACKET: 02324 KASI'S CLAIMS - 12-28-23
FUND : 101 GENERAL FUND
DEPARTMENT: 169 SAFETY CENTER BUILDING

ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-02084	COLE PAPERS INC.	I-202312221855	101-5-169-42600	SUPPLIES - SAFETY CENTER		486.03
01-09287	JCL SOLUTIONS	I-202312221850	101-5-169-43500	MINOR EQUIPMENT - SAFETY CENT		411.12
01-09287	JCL SOLUTIONS	I-202312221852	101-5-169-42900	OTHER - SAFETY CENTER		411.13
01-12167	MENARDS	I-202312221853	101-5-169-42600	SUPPLIES - SAFETY CENTER		92.91
DEPARTMENT 169 SAFETY CENTER BUILDING TOTAL:						1,401.19

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DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02324 KASI'S CLAIMS - 12-28-23

FUND : 101 GENERAL FUND

DEPARTMENT: 211 SHERIFF

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-18049	M.T. & R.C. SMITH INSUR	I-202312221858	101-5-211-42100	INSURANCE - SHERIFF		217.00
DEPARTMENT 211 SHERIFF					TOTAL:	217.00

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DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02324 KASI'S CLAIMS - 12-28-23

FUND : 101 GENERAL FUND

DEPARTMENT: 421 PUBLIC HEALTH NURSE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01536	EVERBANK, N.A.	I-202312221859	101-5-421-42400	RENTALS - NURSE		58.51
DEPARTMENT 421 PUBLIC HEALTH NURSE					TOTAL:	58.51

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DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

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VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02324 KASI'S CLAIMS - 12-28-23

FUND : 101 GENERAL FUND

DEPARTMENT: 424 AMBULANCE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-00936	TELEFLEX FUNDING LLC	I-202312221860	101-5-424-42600	SUPPLIES - AMBULANCE		2,215.50
01-01902	BOUND TREE MEDICAL LLC	I-202312221863	101-5-424-42600	SUPPLIES - AMBULANCE		1,859.39
01-03820	AMAZON CAPITAL SERVICES	I-202312221862	101-5-424-42600	SUPPLIES - AMBULANCE		257.48
01-12167	MENARDS	I-202312221854	101-5-424-42600	SUPPLIES - AMBULANCE		23.92
DEPARTMENT 424 AMBULANCE					TOTAL:	4,356.29

12/22/2023 2:28 PM
 DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER
 VENDOR SET: 01 Yankton County
 PACKET: 02324 KASI'S CLAIMS - 12-28-23
 FUND : 101 GENERAL FUND
 DEPARTMENT: 611 COUNTY EXTENSION

PAGE: 9
 ITEMS PRINTED: PAID, UNPAID

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-01663	FP MAILING SOLUTIONS	I-202312221848	101-5-611-43900	OTHER - EXTENSION		74.85
01-12371	MIDAMERICAN ENERGY	I-202312221865	101-5-611-42800	UTILITIES - EXTENSION		127.63
					DEPARTMENT 611 COUNTY EXTENSION	TOTAL: 202.48
					FUND 101 GENERAL FUND	TOTAL: 9,797.63

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DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 10

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02324 KASI'S CLAIMS - 12-28-23

FUND : 201 ROAD & BRIDGE

DEPARTMENT: 311 HIGHWAY CONSTRUCTION & MA

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-18049	M.T. & R.C. SMITH INSUR	I-202312221857	201-5-311-42100	INSURANCE - HIGHWAY		459.00
DEPARTMENT 311 HIGHWAY CONSTRUCTION & TOTAL:						459.00
FUND 201 ROAD & BRIDGE TOTAL:						459.00

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DIRECT PAYABLES DEPARTMENT PAYMENT REGISTER

PAGE: 11

VENDOR SET: 01 Yankton County

ITEMS PRINTED: PAID, UNPAID

PACKET: 02324 KASI'S CLAIMS - 12-28-23

FUND : 226 EMERGENCY MANAGEMENT

DEPARTMENT: 222 EMERGENCY MANAGEMENT

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-12371	MIDAMERICAN ENERGY	I-202312221866	226-5-222-42800	UTILITIES - EDS		33.68
DEPARTMENT 222 EMERGENCY MANAGEMENT TOTAL:						33.68
FUND 226 EMERGENCY MANAGEMENT TOTAL:						33.68
REPORT GRA TOTAL:						10,290.31



CONTRACT CHANGE ORDER

PROJECT NAME: GeoPermits

RE: Professional Services Agreement between Yankton County, South Dakota (“CLIENT”) and **Schneider Geospatial, LLC** (“PROFESSIONAL”) dated 6/18/19 and 6/28/2019 respectively.

Reason for Change:

Client has requested to adjust the Term, Termination, and Renewal from the existing GeoPermits Professional Services Agreement

SERVICES

Deletion(s) from “**1 Services**” to said Agreement:

Only the following text from Term, Termination, and Renewal shall change.

1 Term, Termination and Renewal. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term.

Addition(s) to “**1 Services**” to said Agreement:

2 Term, Termination and Renewal. This Agreement shall automatically renew for successive terms which consist of a **one (1)** month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term.

Payment for Services.

Fee Deletions by this Change Order: \$7,404

Fee Additions by this Change Order: \$1,000 per month

Final Adjusted Fee: \$1,000 per month

PROFESSIONAL:
Schneider Geospatial, LLC

CLIENT:
Yankton County, South Dakota

By: _____

By: _____

Print: Jeff Corns, GISP

Print: _____

Title: President

Title: _____

Date: _____

Date: _____

HEADQUARTERS
Historic Fort Harrison
8901 Otis Avenue, Suite 300
Indianapolis, IN 46216

Ankeny, Iowa
1450 Southwest Vintage Parkway
Suite 260
Ankeny, IA 50023