

**AGENDA**  
**Codington County Board of Commissioners**  
**Codington County Courthouse, 14 1<sup>st</sup> Ave SE, Watertown SD**  
**Commission Chambers, Room #114**  
**9:00 a.m., Tuesday, August 11, 2020**

1. Pledge of Allegiance
2. Call for public comment. Public comment may be submitted via telephone at 605-882-6248 and 605-882-6297
3. Conflict of interest items
4. Action to approve the August 11 agenda
5. Action to approve the minutes of August 4, 2020
6. Monthly reports
  - a. Auditor
  - b. Director of Equalization
  - c. 2021 budget review –
7. Action to approve the Auditor's Acct. w/Treasurer and note monthly Register of Deeds fees
8. Action to approve the tax deed sale held 8/4/2020 and issue quit claim deeds to successful bidders
9. Action to approve replacement resolution for Cares Act funding
10. Action to approve a letter of contract for haul road evaluation services with Banner Associates Inc.
11. Action to accept a quote for "managed IT services"
12. Action to approve monthly cell phone stipends for maintenance employees
13. Action/possible discussion on COVID-19 practices, procedures, policy
14. Action to approve automatic budget supplements
15. Action to approve personnel changes
16. Action to approve travel requests
17. Public Notices – a possible quorum of Commissioners could be in attendance at:
  - a.
18. Old Business
19. New Business

**20. Open**

- a. Public Comments**
- b. Commission Comments**

**21. Action to enter into Executive session per SDCL 1-25-2**

- (1) Discussion of personnel issues**
- (2) Consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters**
- (3) Preparing for contract negotiations with employees or employee's representatives**
- (4) Discussing information listed in SDCL 1-27-1.5 (8) and 1-27-1.5 (17) (safety or disaster)**

**22. Action to adjourn until 9:00 a.m., Tuesday, August 18<sup>th</sup>, 2020; at the Codington County Courthouse**

**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, Watertown, South Dakota  
Codington County Courthouse  
14 1<sup>st</sup> Ave SE**

August 4, 2020

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, August 4, 2020, at the Codington County Courthouse. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair Brenda Hanten, presiding. Natalie Remund, HR Director, lead the pledge of allegiance.

**CALLS FOR PUBLIC COMMENT**

Chair Hanten called for public comments for the Open, none were forthcoming.

**CONFLICT OF INTEREST ITEMS**

There were no conflict of interest items to note.

**AGENDA APPROVED**

Motion by VanDusen, second by Gabel, to approve the August 4 agenda as posted; all voted aye; motion carried.

**MINUTES APPROVED**

Motion by Gabel, second by VanDusen, to approve the minutes of July 28, 2020; all voted aye; motion carried.

**TAX DEED PROPERTY AUCTION**

The Board held a public auction, as previously advertised, for three parcels of land taken by tax deeds proceedings. Commissioner VanDusen conducted the live bid auction and the following bids were received:

Parcel #	Bidder	Bid Amount
5309	Kyle Robinson	\$3,000.00
	Arland Mastel	\$3,025.00

Arland Mastel, Wallace, SD, was determined to be the successful bidder for this parcel.

Parcel #5232	Bidder	Bid Amount
	Rob Goens on behalf of	\$50.00
	Farm Country Cooperative	

Farm Country Cooperative, Wallace, SD, was determined to be the successful bidder for this parcel.

Parcel #735	Bidder	Bid Amount
	No bids received	none

The Board will take action to approve the sale and issue quit claim deeds to the successful bidders at their August 11, 2020, meeting.

## **MONTHLY REPORTS**

**Veterans Service Officer, Todd Rose**, updated the Board on the following: the office is seeing a steady increase of veterans and family members with 44 claims in process; the VA's claim processing system has been changed and adapted due to COVID-19; the local CBOC is open and continues to increase operations gradually; 2 veterans are currently scheduled for VA appointments in Sioux Falls; a new Field Service Officer in the Watertown area should be announced soon; office job descriptions are being updated; a Sea of Goodwill meeting is scheduled for August 14<sup>th</sup>; the State VSO/SD Veterans Affairs Conf. will be held August 24<sup>th</sup> – 27<sup>th</sup>; and a meeting of local CDR's will be held at the VFW this evening.

## **2021 GENERAL ELECTION PRECINCT COMBINATIONS**

The Board adopted Resolution 2020-22 to combine precincts for the 2020 General Election.

### **RESOLUTION 2020-22**

**WHEREAS**, the Board of County Commissioners of Codington County, South Dakota, is required by the provision of SDCL 12-14-1 to provide for election precincts throughout the County and shall designate polling places within such precincts, and

**WHEREAS**, a General Election is to be held on November 3, 2020, and where the Board of County Commissioners may change the boundaries of election precincts already established and where it has been determined it would be in the best interest of County taxpayers to combine some of the current precincts for said election.

**THEREFORE, BE IT RESOLVED**, that the following precincts will be combined for the County-wide 2020 General Election to be held on November 3, 2020.

Precincts A3 & A4  
Precincts B1, B4, & E5  
Precincts B3 & C1  
Precincts C2 & D4  
Precincts C3, C4 & Pelican Township  
Precincts E1 & E4  
Precincts E2 & E3  
Precincts Germantown & Rauville  
Precincts Kampeska & Richland

The above and foregoing resolution was moved for adoption by Commissioner Johnson, second by Commissioner Gabel; all voted aye; motion carried.

Dated this 4<sup>th</sup> day of August, 2020

Brenda Hanten  
Chair

ATTEST:

Cindy Brugman  
Auditor

**AUTOMATIC BUDGET SUPPLEMENT**

Motion by VanDusen, second by Gabel, to approve an automatic budget supplement to the Road and Bridge budget in the amount of \$10,014.27 with insurance proceeds received for damages to a County bridge inflicted by a private business; all voted aye; motion carried.

**PERSONNEL CHANGES**

Motion by Gabel, second by VanDusen, to approve the following personnel change; all voted aye; motion carried: Shane Yost, part time Deputy Sheriff promoted to full-time, step 3/\$23.01 per hour, effective date 8/1/2020.

**EXECUTIVE SESSION**

Motion by Johnson, second by Waterman, to enter into executive session at 9:32 a.m. to discuss a personnel issue. Discussion was held regarding the topic to be discussed and if this item is a personnel issue or procedural issue. Commissioner Johnson withdrew his motion at this time.

**TRAVEL REQUESTS**

Motion by Gabel, second by VanDusen, to approve travel requests for the Highway Supt. and Welfare Director to attend the annual SDACO Conference; all voted aye; motion carried.

**EXECUTIVE SESSION**

Motion by Waterman, second by Johnson, to enter into executive session at 9:46 a.m., per SDCL 1-25-2, to discuss a personnel issue; all voted aye; motion carried. The Board returned to regular session at 10:17 a.m. Human Resource Representative, Natalie Remund, was present for executive session.

**2021 BUDGET REVIEW**

Zoning Officer, Luke Muller, presented the Board with mid-year stats from the Planning and Zoning Office and also reviewed the 2021 budget request.

**PERSONNEL CHANGES**

Motion by Gabel, second by VanDusen, to approve the following personnel change; all voted aye; motion carried: Jeff Riley, temporary hire, Highway Maintenance II, step 1/\$18.40 per hour, effective date 7/29/2020.

**ADJOURNMENT**

There being no further business to come before the Board a motion was made by Waterman, second by Gabel, to adjourn at 10:44 a.m., until 9:00 a.m., Tuesday, August 11<sup>th</sup>, 2020; all voted aye; motion carried.

ATTEST:

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Cindy Brugman  
Coddington County Auditor

Coddington 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 \$\_\_\_\_\_

Coddington County, August 4, 2020

## AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

To the Honorable Board of County Commissioners, Codington County:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of the County of Codington as of the last business day in July 2020

Cash on Hand	\$11,073.12
Checks in Treasurer' possession	
less than 3 days	\$60,723.93
Credit Card Charges	\$5,834.43
Cash Items	\$595.44
<b>TOTAL CASH ASSETS ON HAND</b>	<b>\$78,226.92</b>

### RECONCILED CHECKING

Great Western Bank (Memorial Park)	\$2,000.00
Reliabank Dakota	\$22,853,143.23

### INVESTMENTS

SD Public Funds Investment	\$7,254.40
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### CERTIFICATES OF DEPOSIT

Dacotah Bank	\$0.00
First American Bank & Trust	\$0.00
First Premier Bank	\$0.00
Great Western Bank	\$0.00
GW - Home Federal Bank	\$0.00
Peoples State Bank	\$0.00
Plains Commerce Bank	\$0.00
Reliabank Dakota	\$0.00
Wells Fargo	\$0.00

<b>TOTAL CASH ASSETS</b>	<b>\$22,940,624.55</b>
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### GENERAL LEDGER CASH BALANCES:

General	\$14,071,607.87
General restricted cash	\$500,000.00
Sp. Revenue	\$7,208,881.19
Sp. Revenue restricted cash	\$0.00
Trust & Agency	\$1,160,135.49
Schools	\$ 135,903.11
Townships	\$ 115,949.27
City/Towns	\$ 81,605.33

<b>TOTAL GENERAL LEDGER CASH</b>	<b>\$22,940,624.55</b>
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Dated this 11 day of August, 2020

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County Auditor

FUND CASH BALANCES REPORT AS OF 08/03/2020  
CODINGTON COUNTY

Fund	Description	BALANCE
101	GENERAL FUND	14,071,607.87
101	GENERAL RESTRICTED CASH	500,000.00
	TOTAL AT FUND GROUP:	14,571,607.87
204	ROAD & BRIDGE FUND	6,712,702.41
204	ROAD & BRIDGE RESTRICTED CASH	.00
207	E-911 FUND	56,015.05
226	EMERGENCY MANAGEMENT FUND	145,296.66
228	VICTIM CRIME SERVICE FUND	44,807.34
229	DOMESTIC ABUSE FUND	1,151.46
231	W.I.C. FUND	16,018.18
233	COURTHOUSE BUILDING FUND	.00
248	24/7 SOBRIETY FUND	47,925.34
250	MODERNIZATION/PRESERVATION	156,132.17
256	SEARCH & RESCUE FUND	28,832.58
	TOTAL AT FUND GROUP:	7,208,881.19
704	LAW LIBRARY FUND	.00
706	SPECIAL HIGHWAY FUND	.00
721	SCHOOL DISTRICTS FUND	135,903.11
722	CIVIL TOWNSHIPS FUND	115,949.27
723	CITIES AND VILLAGES FUND	81,605.33
724	WATER DEVELOPMENT DIST. FUND	2,031.30
725	ADVANCE TAX COLLECTION FUND	.00
726	REGISTER OF DEEDS FUND	2,166.80
727	GAME, FISH & PARKS FUND	.00
728	CLERK OF COURT FUND	.00
729	TAX SALE REDEMPTION FUND	.00
733	SANITARY SEWER DIST. FUND	.00
734	DEPOSIT FUND	.00
735	TREASURER'S TRUST FUND	372.40
736	MUNICIPALITIES (5%) FUND	.00
738	COUNTY SCHOOL FUND	.00
741	911 TRUST AND AGENCY FUND	.00
742	STATE MOTOR VEHICLE FUND	690,568.30
746	AUTO EXCISE TAX FUND	.00
755	SALES TAX FUND	4,448.26
758	BOOKMOBILE FUND	316.43
766	LAW LIBRARY FUND	9,356.16
769	MODERN/PRESERATION RELIEF	1,508.00
770	FIRE DEPT. MONIES	115,910.13
	TOTAL AT FUND GROUP:	1,160,135.49
	TOTAL:	22,940,624.55

OFFICIAL STATEMENT OF FEES COLLECTED  
REGISTER OF DEEDS STATEMENT OF FEES COLLECTED DURING THE MONTH  
OF JULY, 2020

The sum of **\$41,261.95** in fees has been collected by me as Register of Deeds for JULY, 2020

Ann Rasmussen being duly sworn, deposes and says that she is the Register of Deeds in and for CODINGTON COUNTY, State of South Dakota; that the foregoing statement is a true and correct report of all fees collected by me as such Register of Deeds, as required by law, during the month of JULY, 2020

Ann Rasmussen  
Register of Deeds

Subscribed and sworn to before me this 3 day of Aug 2020

Corey Bruggema

**CERTIFIED BIRTHS**

State Children's Fund (\$2.00)	<u>\$ 160.00</u>
County General Fund (\$5.00)	<u>\$ 400.00</u>
State EVRSS Fund (\$5.00)	<u>\$ 400.00</u>
State General Fund (\$3.00)	<u>\$ 240.00</u>

**TOTAL** \$ 1,200.00

**CERTIFIED DEATHS**

County General Fund (\$5.00)	<u>\$ 550.00</u>
State General Fund (\$4.00)	<u>\$ 440.00</u>
State EVRSS Fund (\$6.00)	<u>\$ 660.00</u>

**TOTAL** \$ 1,650.00



**Receipt Totals**

By Date: 7/1/2020 12:00:00 AM - 7/31/2020 11:59:59 PM; Departments: All; Cash based.

**Codington County**

Friday, July 31, 2020 5:19 PM

**Summary:****Receipt Item Totals**

	Paid	Charged	Debited	Total
Document:	\$34,106.00	\$1,530.00	\$0.00	\$35,636.00
Non Document:	\$4,308.25	\$1,857.60	\$0.00	\$6,165.85
<b>Subtotal:</b>	<b>\$38,414.25</b>	<b>\$3,387.60</b>	<b>\$0.00</b>	<b>\$41,801.85</b>

**Payment on Account Totals**

Applied:	\$2,847.70
Refunded:	\$0.00
Unposted:	\$0.00
<b>Net Posted:</b>	<b>\$2,847.70</b>

**Payments & Refunds**

ACH:	\$2,701.00
Cash:	\$2,558.25
Check:	\$35,972.70
Money Order:	\$30.00
<b>Total:</b>	<b>\$41,261.95</b>

**Revenue Account Activity**

	Total Received	Paid on Receipt	Applied from POA	Adjusted
101-0-321.00 Marriage License 1	\$300.00	\$300.00	\$0.00	\$0.00
101-0-341.21 Reg. Deeds Filing/Recording 2	\$14,085.00	\$13,310.00	\$775.00	\$0.00
101-0-341.22 Reg. Deeds Transfer fees 3	\$18,136.00	\$18,136.00	\$0.00	\$0.00
229-0-321.00 Domestic Abuse Marriage Lic. 6	\$900.00	\$900.00	\$0.00	\$0.00
726-0-209.00 Reg. Deeds Fees - State 8	\$1,900.00	\$1,510.00	\$390.00	\$0.00
101-0-341.29 Reg. Deeds Other Fees 4	\$3,135.95	\$1,608.25	\$1,527.70	\$0.00
250-0-341.21 M&P Relief ROD Filing/Rec 7	\$1,683.00	\$1,590.00	\$93.00	\$0.00
769-0-209.00 M&P Relief ROD Allocation 9	\$1,122.00	\$1,060.00	\$62.00	\$0.00
<b>Total:</b>	<b>\$41,261.95</b>	<b>\$38,414.25</b>	<b>\$2,847.70</b>	<b>\$0.00</b>

**Codington County Resolution Number 2020-21  
Replacing Resolution 2020-17**

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
CONTRACTUAL DOCUMENTS WITH THE STATE OF SOUTH  
DAKOTA FOR THE RECEIPT OF CARES ACT FUNDS TO  
ADDRESS THE  
COVID-19 HEALTH CRISIS**

**WHEREAS**, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the “CARES Act”), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

**WHEREAS**, Codington County acknowledges that the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

**WHEREAS**, Codington County acknowledges that in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, may allocate CARES Act funds on a statewide basis to reimburse counties and municipalities as delineated herein; and

**WHEREAS**, Codington County seeks funding to reimburse eligible expenditures incurred due to the public health emergency with respect to COVID-19; and

**WHEREAS**, Codington County acknowledges that any request for reimbursement of expenditures will only be for expenditures that were not accounted for in the budget for Codington County most recently approved as of March 27, 2020; and

**WHEREAS**, Codington County acknowledges that it will only seek reimbursement for costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

**NOW, THEREFORE BE IT RESOLVED** by the County Commission of Codington County that County Auditor, Cindy Brugman, may execute any and all documents as required by the State in order to receive CARES Act funds.

**BE IT FURTHER RESOLVED**, that any request for reimbursement will be only for those costs authorized by the State that: (1) Are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) Were not accounted for in the County budget most recently approved as of March 27, 2020; and (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

**BE IT FURTHER RESOLVED**, that the County will not request reimbursement from the State under the CARES Act for costs for which the County previously received reimbursement, or for which the County has a reimbursement request pending before another source.

Approved and adopted this 4<sup>th</sup> day of August, 2020

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Brenda Hanten, Commission Chair  
Codington County, South Dakota

ATTEST:

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Cindy Brugman, Auditor  
Codington County, South Dakota



Banner Associates, Inc.  
#03 South Dakota St.  
Milbank, SD 57232  
Tel: 605.492.6342  
Toll Free 855.323.6342  
[www.bannerassoc.com](http://www.bannerassoc.com)

August 3, 2020

Rick Hartley  
Codington County Highway Superintendent  
1201 10<sup>th</sup> St. NW  
Watertown, SD 57201

Re: Letter of Contract - Engineering Services for:  
Codington County Haul Road Evaluations – Dakota Range Wind Development  
Additional 5 miles of Asphalt Surface Roads

F:\Proposals\FY 2020 Letter Contract Proposals\82 June 2020 Codington Co Haul Dakota Range Haul Roads\2020 08-03 Banner Letter of Contract Codington Co Haul Roads - Dakota Range Project -5 miles Asphalt.docx

Dear Mr. Hartley:

Banner Associates, Inc. ("Banner") is pleased to submit this letter of contract for Engineering Services for evaluating an additional 5 miles of asphalt roads within the Dakota Range wind development project.

Engineering Scope of Services:

All Engineering Services below are for 5 miles of asphalt surface road on County Hwy 11 from 162 Street to SD Hwy 20, (157 Street).

*Evaluation of Haul Roads Prior to Construction:*

Field Work:

1. Visual inspection of bridges and visual inspection of culverts 48" diameter and larger.
2. Photo documentation of culverts less than 48" diameter.
3. Existing asphalt and gravel depths approximately every 1/3 mile (3 per mile).
4. Existing subgrade material approximately every 1/3 mile (3 per mile).
5. Video documentation.
6. Asphalt road surface & crown measurements (approximately 4 to 8 per mile each side).

Reporting:

7. Report of field work evaluations.
8. County maintenance history.
9. Opinion regarding ability of existing road to handle the proposed development loads.
10. Opinion regarding potential road modifications to support the proposed development loads.
11. Meeting allowance of 6 hours.



Engineering Scope of Services (continued):

*Evaluation of Haul Roads After Construction:*

Field Work:

1. Visual inspection of bridges and visual inspection of culverts 48" diameter and larger.
2. Photo documentation of culverts less than 48" diameter.
3. Video documentation.
4. Asphalt road surface & crown measurements (approximately 4 to 8 per mile each side).
5. Road deterioration and/or failure documentation.

Reporting:

6. Report of field work evaluations.
7. Opinion of bridge, culvert and road restoration needs.
8. Opinion of restoration cost estimates.
9. Meeting allowance of 6 hours.

Exclusions:

Based on our understanding of the project, the following items are excluded from our Scope of Services:

- Authority to close a county road or stop construction.
- Monitoring of haul roads during construction.
- Engineering services during construction phase.
- Engineering services to restore bridges, culverts and/or roads (design, construction plans, bidding staking, testing, observation, administration, etc.)

Client (County) Obligations:

- Closure of a road or stopping construction due to public safety concerns.



Engineering Services Compensation:

We propose to complete the *Evaluation of Haul Roads Prior to Construction* for an hourly rate not to exceed a maximum limiting fee of \$8,000.00 per mile. This fee per mile will be increased if work extends beyond the year 2021.

We propose to complete the *Evaluation of Haul Roads After Construction* for an hourly rate not to exceed a maximum limiting fee of \$8,000.00 per mile. This fee per mile will be increased if work extends beyond the year 2021.

GeoTek Engineering & Testing Services, Inc. will be a sub-consultant of Banner. GeoTek's services are included in the fees above.

Engineering services during construction and engineering services to restore bridges, culverts and/or roads will be billed separately. We will submit a proposal to the County for these services upon request.

Any other work that falls outside the Engineering Scope of Services will be billed separately based on our hourly rates in accordance with the attached Schedule of Labor Rates and Expenses.

Time Schedule of Work:

We propose to complete the *Evaluation of Haul Roads Prior to Construction* field work by August 14<sup>th</sup>, 2020. We propose to complete the reporting by September 11<sup>th</sup>, 2020.

We propose to complete the *Evaluation of Haul Roads After Construction* sometime in 2021.

In general, the road evaluations will not be done when the ground is frozen or there is snow cover.



Page 4

This Letter of Contract incorporates and includes Banner's Schedule of Labor Rates and Expenses and General Conditions.

If you have any questions regarding this contract, please do not hesitate to contact me.

Sincerely,

  
Mark Junker, PE  
Project Manager  
Banner Associates, Inc.

  
Pat Carey, PE  
Civil Department Head  
Banner Associates, Inc.

Enclosures:

1. Schedule of Labor Rates and Expenses
2. General Conditions

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Client - Codington County





Banner Associates, Inc.  
409 22nd Ave So., Box 298  
Brookings, SD 57006  
Tel: 605-692-6342  
Toll Free: 855-323-6342  
[www.bannerassociates.com](http://www.bannerassociates.com)

## SCHEDULE OF LABOR RATES AND EXPENSES

January, 2020

Administrative .....	\$55.00 to \$145.00/Hour
Surveying/Geomatics .....	\$75.00 to \$130.00/Hour
Engineering Technician.....	\$65.00 to \$105.00/Hour
Engineering Intern.....	\$65.00 to \$105.00/Hour
Project Engineer .....	\$105.00 to \$145.00/Hour
Project Manager .....	\$130.00 to \$210.00/Hour

1. Meals at State Rates.

2. Lodging at actual cost.

3. Reimbursables:

Mileage.....	\$0.55/Mile
Photocopy .....	0.08/Copy
Black & White 11x17 Laser Prints.....	0.15/Sheet

4. All other direct project expenses at actual cost of materials.

Rates are subject to change annually.



## **GENERAL CONDITIONS**

**Agreement.** The entire Agreement between the Client and Banner shall consist of the Letter of Contract, the Schedule of Labor Rates and Expenses and these General Conditions ("Agreement"). The Agreement represents the entire, integrated Agreement and supersedes all other negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written agreement of the Parties. Banner's services are limited to those specifically identified in the Agreement.

**Authorization to Proceed.** Execution of this Agreement by the Client will be authorization for Banner to proceed with the Services, unless otherwise provided in the Agreement.

**Cost Opinions.** Any opinion of cost provided by Banner will be on a basis of experience and judgment, but, since construction costs are dependent upon many market and other conditions over which Banner has no control, Banner shall not be responsible for variations between actual costs and any opinion of cost.

**Standard of Care.** In the performance of its professional services, Banner will use that degree of care and skill ordinarily exercised by similarly situated professionals under like and similar circumstances. No express or implied warranties are applicable to, or provided with, any of Banner's services

**Payment.** Monthly invoices will include charges incurred during the preceding month. Payment of the invoice is due within thirty (30) days following the date of the invoice. A charge of one and one-half percent (1 1/2%) per month, or the maximum legal rate for commercial accounts, whichever is less, will be charged for late payment. Client shall be responsible for reimbursing Banner for all costs incurred in collecting delinquent amounts owed by Client.

**Termination.** This Agreement may be terminated for convenience upon 30 days' written notice, or for cause, if either party fails to substantially perform as required under the Agreement through no fault of the other party and does not commence to diligently correct such nonperformance within 5 days of receipt of written notice. Upon termination, Banner will be paid for all services authorized and performed up to the termination date plus reasonable termination expenses incurred by Banner as a result of the termination.. This Agreement will otherwise terminate upon completion of all applicable requirements of the Agreement. The Indemnity and Limitation of Liability Provision shall survive any termination of this Agreement.

**Indemnity and Limitation of Liability.** The Client agrees to defend, indemnify and hold Banner and its professionals, officers, employees representatives and agents harmless from and against all claims, costs, expenses (including attorney's fees and expenses) asserted against Banner in connection with the Project, including, but not limited to claims involving hazardous substances, except to the extent caused by the sole negligence of Banner. Banner's liability to the Client for losses, damages or injuries arising out of the performance of Banner's services or the Project will be limited to a sum not to exceed the greater of \$50,000 or Banner's fee (to a maximum of \$1,000,000 or the amount of any insurance available to cover such liability if less than \$1,000,000).

**Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Hazardous Substances.** Unless specifically stated in this Agreement, Banner shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site

**Interpretation.** This Agreement and any claims or disputes arising out of, or relating to, the Agreement shall be governed by the laws of the State of South Dakota, other than any choice of law provisions under South Dakota law.

**No Third Party Beneficiaries.** This Agreement is for the sole benefit of Client and Banner and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party against either Client or Banner.

**Responsibility for Construction.** The Client agrees that in accordance with generally accepted construction industry standards, Banner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since they are solely the responsibility of the contractor, and Banner shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, including, but not limited to the contractor's failure to perform its work in accordance with industry standards and the requirements of any plans and specifications.

# Solution Proposal

40581

40581 .04



504 Jensen Ave SE  
Watertown, SD 57201  
P: 605.882.1555

3710 S Kiwanis Ave.  
Sioux Falls, SD 57105  
P: 605.361.8881

1680 East Capitol Ave Suite B  
Bismarck, ND 58501  
P: 701.258.6689

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## Codington County - Premium Managed Services

July 31, 2020

**Bill To:**  
Codington County Auditor  
Cindy Brugman  
14 First Ave SE  
Watertown, SD 57201

**Phone:**  
(605) 882-6297

**Ship To:**  
Codington County Auditor  
Cindy Brugman  
14 First Ave SE  
Watertown, SD 57201

**Email:** cbrugman@codington.org

**Salesperson:** Greg Richter

	Description	Price Each	Qty	Ext Price
<b>Items</b>				<b>\$9,235.00</b>
<b>1</b>	<b>MONTHLY MSP</b> Recurring monthly fee for Premium Managed Services, Standard three year contract. Includes 24x7x365 Remote Monitoring, Monthly Reports, Automated Operating System Patch Management, Antivirus and/or Antispam Monitoring, Updates and Remediation (License Required) Automated Disk Optimization, Desktop and Server Labor for contracted machines both Remote and Onsite (mileage not included), Annual Network Documentation and Network Security Scan, Yearly Review and Planning, Remote Checkups  <i>*Monthly fee 3620.00  Count provided by Rich Heier &amp; Dept Heads  County Court House offices  4 physical hosts County 2, Director 1, States Attorney 1 = 700.00  5 VM's on 2 county host servers = 500.00  1 firewall = 40.00  5 core switch = 200.00  1 wireless network = 40.00  Auditor - 8 PC's = 240.00  ROD - 9 PC's = 270.00  Treasurer - 9 PC's = 270.00</i>	\$3,620.00	1	\$3,620.00 <input checked="" type="checkbox"/>
<b>2</b>	<b>ONBOARDING OF MSP DEVICE</b> Implementation of Managed Service monitoring agents on equipment to be covered. Document and label with contract info on equipment. Register and verify equipment is live and available to monitor and manage. Provide master list of contracted equipment.  <i>Waived fee for Premium Managed Services agreement</i>	\$3,620.00	1	\$3,620.00 <input type="checkbox"/> <i>Option Item -Not Included in Total</i>
<b>3</b>	<b>NETWORK &amp; SECURITY ASSESSMENT</b> Network Assessment and Security Assessment 1. Network Assessment - Administrator review, Share permission review, Active Directory review, FMSO Password Policy review and a variety of other reviews 2. Security Assessment - Evaluate the effectiveness of the current patch management tool, Evaluate anti-virus and anti-spyware deployment 3. Internal and External Vulnerability Assessment - Evaluate inbound firewall configuration and search for known external vulnerabilities, Evaluate out-bound firewall configuration  <i>Waived fee for Premium Managed Services agreement</i>	\$1,995.00	1	\$1,995.00 <input type="checkbox"/> <i>Option Item -Not Included in Total</i>

### Payment Terms:

Payment terms that are established at the time of the order. We accept cash, check, or credit card. We also offer leasing and other options to manage your purchase. Account setup time can take 1-2 business days to review and approve.

### Return Policy:

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

<b>Subtotal</b>	\$3,620.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$3,620.00

Quoted by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

### **Provisional Personnel Policy during the Coronavirus (COVID-19) Crisis – April 7, 2020**

To maintain county services and operations and to lower the risk of Codington County departments not being able to perform their mission as a result of the COVID-19 infection, the County establishes the following policies:

Reduce physical presence in county facilities. Department heads are directed to reduce the physical staff presence in the courthouse or other county facility to the minimum on-site presence necessary. The intent is to reduce on-site presence to allow for greater social distancing and to minimize the number of employees in “close contact” (SD DOH defines close contact as “spending prolonged periods in same room”). In order to facilitate this, effective immediately, Codington County takes the following measures:

All county employees (except Commissioners) will have an additional 80 hours of crisis sick leave. During the COVID-19 crisis, Departments (with exceptions noted below) will rotate employees to maintain a minimal physical presence in their workplaces of approximately 50% of the department’s employees.

Employees will use the 80 hours of additional crisis sick leave to account for time when they are not physically present at the workplace.

Department heads will determine how to rotate all employees to maintain an equitable use of the 80 hours of crisis sick leave among all department employees.

Departments may contact employees who are not physically at work with work-related questions and, if necessary, have such employees report to the workplace for a brief amount of time to address time-sensitive matters that cannot be addressed by other employees who are present at work. In such situations, the employee will not be charged sick leave for the time they must work.

**Exceptions:** The County Sheriff’s Office, to include the Detention Center, Emergency Management Department, State’s Attorney office and Highway Department are exempt from the 50% physical presence level.

These departments shall minimize the number of employees working based on their respective current situations.

The Highway Department may slow non-critical routine maintenance and repair tasks to get as close to the 50% physical presence level as possible.

The State’s Attorney’s office may slow any routine work to get as close to the 50% physical presence level as possible.

If other departments must temporarily have a greater than 50% physical workplace presence, the department head will inform the commissioners through their respective commissioner liaison.

Unused sick leave from the additional 80 hours of crisis sick leave, will be credited to each respective employee’s sick leave account.

The Commissioners will review the need for additional crisis sick leave hours as the COVID-19 crisis continues.

The use of the additional 80 hours of crisis sick leave doesn’t apply to employees who are self-isolate due to current CDC or South Dakota DOH guidelines. The self isolation policy (below) applies instead.

Self-isolation policy: If an employee self-isolates due to current CDC or South Dakota DOH guidelines:

- The employee may use sick leave OR
- The employee may use vacation time OR
- The employee may use accumulated comp time.

After the above provisions have been exhausted, an eligible employee may apply to the sick leave bank per existing policy.

Ordered/mandatory isolation policy: Under the emergency paid sick leave provisions of the Families First Coronavirus Response Act, employees may receive up to 80 hours of paid sick leave if the employee is:  
subject to a federal, state, or local quarantine or isolation due to COVID-19 OR  
advised by a health care provider to self-quarantine due to concerns related to COVID-19 OR  
is experiencing symptoms of COVID-19 and seeking a medical diagnosis;

Policy when caring for family members: Under the emergency paid sick leave provisions of the Families First Coronavirus Response Act, employees may receive 2/3 of up to 80 hours of paid sick leave if the employee is:  
caring for an individual who is either subject to a federal, state, or local quarantine or isolation due to COVID-19 or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19 OR  
  
caring for the employee's child whose school has been closed or place of care is unavailable due to COVID-19 precautions.

To make up the remaining 1/3 of their time, employees may use normal or crisis sick leave, vacation time or accumulated comp time.

Under the FMLA-Expansion provisions of the Families First Coronavirus Response Act, an employee may take up to 12 weeks of leave and receive 2/3 pay for the last 10 of the 12 weeks if the employee:  
has been employed at least 30 days  
is unable to work, because the employee must care for a child whose school or place of care has closed due to the COVID-19 public health emergency.

To make up the remaining 1/3 of their time, employees may use normal or crisis sick leave, vacation time or accumulated comp time.

County employees may work from home if:

- The employee can complete a full-time schedule AND
- The department head approves.
- If the employee is an appointed department head, the Board of Commissioners must approve.
- Employees (other than Commissioners) working from home must not use personally-owned computers for county work, unless specifically approved by the authority, who approved working from home as stated above. This does not apply to emails, phone calls and virtual meetings.
- If working from home requires significant computer support or other expenses, the department head may request funding from the Board of Commissioners. (amended 4/28/2020)

Additional guidelines:

~~If an employee or a member of the employee's household tests positive for COVID-19, the employee should inform the department head. The department head will inform their commission liaison or the commission chair.~~



### **Employee Receives Positive Test for COVID-19:**

If an employee tests positive for COVID-19, they are expected to follow their Health Care Provider and the Department of Health recommendations regarding quarantining and when they can safely return to work. They should notify their immediate supervisor of the positive test results as soon as possible and their expected return to work date. A note from their Health Care Provider will be required for return to work for absences less than 14 days. The employee will be eligible for up to 80 hours of COVID-19 sick leave at their regular rate of pay, through December 31, 2020 in accordance with the Families First Coronavirus Response Act (FFCRA) Emergency Paid Sick Leave (EPSL) provision. Note that the 80-hour maximum is an annual amount and is not “per occurrence”.

### **Employee Experiences Symptoms of COVID-19 and they are advised by a Health Care Provider to quarantine, or they are awaiting test results:**

If an employee is experiencing COVID-19 symptoms and they are advised by a Health Care Provider to quarantine and/or they are awaiting test results, they are expected to follow their Primary Care Physician and the Department of Health recommendations regarding quarantining and when they can safely return to work. They should notify their immediate supervisor of the situation as soon as possible and their expected return to work date. A note from their Primary Care Physician will be required for return to work for absences less than 14 days. The employee will be eligible for up to 80 hours of COVID-19 sick leave at their regular rate of pay, through December 31, 2020 in accordance with the Families First Coronavirus Response Act (FFCRA) Emergency Paid Sick Leave (EPSL) provision. Note that the 80-hour maximum is an annual amount and is not “per occurrence”.

### **Employees in Close Contact with a Positive Test for COVID-19:**

If an employee has been in Close Contact with someone outside of work who has tested positive for COVID-19, they should self-monitor themselves for symptoms, practice social distancing where possible, and wear a mask from possible known date of exposure for 14 days. If there is a close contact exposure in a County office/department, in addition to the above, the department head, or an employee they designate, should also take employee temperatures before employees report to work for 14 days from possible known date of exposure. Temperature checks should be recorded on the Employee Temperature Tracking Form. If an employee temp is above 100.4, the employee should rest for 5 minutes and then the temperature should be rechecked. If the temp continues to be above 100.4, the employee will be sent home to self-monitor and may return when they are temp free for 24 hours.

### **Employees Traveling Out of State during the COVID-19 pandemic, either as a result of business or personal travel:**

If an employee travels out of state, they will be expected to self-monitor themselves for symptoms, practice social distancing where possible, and wear a mask while in close contact with others while at work for 72 hours following the travel, while remaining asymptomatic.

### **Definitions:**

“Close Contact” = Anyone who was within 6 ft of an infected person for at least 15 minutes starting from 48 hours from before the person began feeling sick until the time the person was isolated.

“Self-Monitor” = Be alert for symptoms of COVID-19 including a fever/chills, cough, shortness of breath/difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea, vomiting, diarrhea. Take your temperature every morning



and night and write it down. Call your doctor if you have trouble breathing or fever (100.4 degrees F).

All Employees, whether at work or not, are to adhere to the current CDC/SD DOH social distancing and hygiene guidelines to stay healthy.

Department heads will keep the County commissioners apprised of any actions taken based on this provisional policy either through their commissioner liaison or during their regular report.

### **8.3 Sick Leave -- Revised December 2017**

Employees who are eligible for full benefits (see policy 4) shall accrue sick leave at a rate of eight-(8) hour's sick leave per month.

#### **8.3.1 Administrative Guidelines**

A. **Sick Leave Pay— (Revised April 2005)** Sick leave benefits shall be paid at the rate of pay when the sick leave is taken, provided the employee has accrued sick leave to cover the time. The minimum charge to sick leave is one-half (1/2) hour.

B. **Using Sick Leave—** An employee absent from work due to illness or disability of self or a member in the immediate family (as defined under 8.10) shall notify his/her immediate supervisor within one hour of his/her scheduled shift or as soon as possible if an emergency situation exists and indicate the nature of the illness or disability and the expected length of absence. Failure to report an illness in a timely manner may be cause to consider the absence as unauthorized and without pay. If illness qualifies under the FMLA, please see section 8.6. If illness or emergency qualifies for Extended Leave, please see 8.4. If illness of emergency qualifies for Personal Emergency Leave, please see 8.9. After five (5) working days of continuous sick leave, a medical doctor's approval may be necessary to prove that a legitimate illness exists. However, the immediate supervisor may request a physician's statement concerning such absence at any time.

If an employee is absent two (2) consecutive days without proper notification he/she will be considered to have voluntarily resigned his/her position. Any employee found to have abused his/her sick leave privileges might be subject to disciplinary action.


C. **Carry-Over of Sick Leave—** Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during the succeeding calendar years. Employees may accumulate up to 1200 hours or 150 days of sick leave. **(2017)**

D. **Sick Leave Bank (Added January 2007, revised January 1, 2008)**

A Sick Leave Bank is established to cover all Codington County Employees except the employees of the County Highway Department, who have a separate sick leave bank as provided for in their labor agreement for 2008.

The Sick Leave Bank shall be administered as follows:

- a. Participation in the Sick Leave Bank shall be voluntary.
- b. Only those employees who contribute to the bank may draw from the bank.
- c. No employee may become a member of the bank until he/she has completed one (1) month of employment at which time employee may draw a maximum of two (2) days from the bank. After one (1) year of employment an employee may draw the maximum.
- d. Each participating employee will contribute one (1) day to the bank each year.

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME Betty Overlie		DATE 8/6/2020
EFFECTIVE DATE 8/15/2020	POSITION TITLE Clerk	DEPARTMENT Treasurer
CURRENT STEP 13	NEW STEP 14	
CURRENT PAY RATE \$20.44*/ \$3556.56 Rate includes degree incentive.	NEW PAY RATE \$20.69*/ \$3660.06 	
REASONS FOR CHANGE Anniversary increase		<p><b>FILED</b></p> <p>AUG - 6 2020</p> <p>CODINGTON COUNTY AUDITOR</p>

EMPLOYEE SIGNATURE Betty Overlie

DEPARTMENT HEAD SIGNATURE Carol Maloney

DATE 8/4/2020

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

DATE \_\_\_\_\_

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

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME : Bryan Bleeker		DATE: 8/3/2020
EFFECTIVE DATE: 8/1/2020	POSITION TITLE: Building Maintenance	DEPARTMENT: Gov't Bldg
CURRENT STEP: #10 11	NEW STEP: #11 12	
CURRENT PAY RATE: <del>\$19.50/\$3393</del> \$19.77 / \$3439.98	NEW PAY RATE: \$19.77/\$3439.98 \$20.09 / \$3495.66	
REASONS FOR CHANGE:  Annual Anniversary Step Increase <div style="text-align: right;"> <b>FILED</b>  AUG - 6 2020 </div>		

CODINGTON COUNTY AUDITOR

EMPLOYEE SIGNATURE BRYAN BLEEKER

DEPARTMENT HEAD SIGNATURE Steve Molenegraaf

DATE 8-5-2020

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

DATE \_\_\_\_\_

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



PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME :

James Hedges

DATE:

8/3/2020

EFFECTIVE DATE:

9/1/2020

POSITION TITLE:

Building Maintenance

DEPARTMENT:

Ag Bldg

CURRENT STEP:

#6

NEW STEP:

#7

CURRENT PAY RATE:

\$18.06/\$3142.44

NEW PAY RATE:

\$18.64/\$3243.36

REASONS FOR CHANGE:

Anniversary Step Increase

FILED

AUG - 6 2020

CODINGTON COUNTY AUDITOR

EMPLOYEE SIGNATURE

*James Hedges*

DEPARTMENT HEAD SIGNATURE

*Steve Molengraaf*

DATE

*3 AUG 2020*

COUNTY COMMISSIONERS

DATE

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