

**AGENDA**  
**Codington County Board of Commissioners**  
**Codington County Court House, 14 1<sup>st</sup> Ave SE, Watertown SD**  
**Commission Chambers, Room #114**  
**9:00 a.m., Tuesday, November 1, 2022**

1. **Pledge of Allegiance**
2. **Call for public comment. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297**
3. **Conflict of interest items**
4. **Action to approve the November 1, 2022, agenda**
5. **Action to approve the October 25, 2022, minutes of the Board of Codington County Commissioners**
6. **Monthly Reports**
  - a. **Extension**
  - b. **Veterans Service Officer**
7. **Action to approve the purchase of a vehicle for the Welfare Office**
8. **Action to approve a contract with ICAP for case management services**
9. **Action to approve a letter of agreement with Odney, Inc. for Social Services Marketing services**
10. **Action to approve an updated job description for the Welfare Community Care Coordinator position**
11. **Action to apply for Hazard Mitigation grant funds, on behalf of Sioux Rural Water, for the purchase of a generator for the Kranzburg plant**
12. **Action to approve a change order for rumble strips on County 9B**
13. **Discussion/possible action to hire Banner Associates to administer Road Use Agreement and manage the Summit Carbon Solutions project in 2023**
14. **Action to authorize the Chair and Auditor to sign documents allowing the County to act as a conduit for the issuance of tax-exempt economic development bonds for a project for The Village of Harmony Hill, Inc.**
15. **Action to authorize Chair to sign a lease termination agreement for Girl Scout property located at Memorial Park**
16. **Discussion/possible action to enact a burn ban resolution**
17. **Action to approve claims for payment**
18. **Action to approve automatic budget supplements**
19. **Action to approve personnel changes**
20. **Action to approve travel requests**
21. **Public Notices – a possible quorum of Commissioners could be in attendance at:**
  - a. **Sioux Valley Commissioners Association, district meeting, November 16<sup>th</sup>, in DeSmet, SD**
22. **Old Business**
23. **New Business**

**24. Open**

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

**25. 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)**

**26. Action to adjourn until 9:00 a.m., Thursday, November 10, 2022; at the Codington County Court House  
Codington County does not discriminate on the basis of race, color, national origin, sex, religion, age, or  
disability in employment or the provision of service.**

**Official Proceedings  
County of Codington  
Codington County Court House  
14 1<sup>st</sup> Ave SE  
Watertown, SD 57201**

October 25, 2022

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, October 25, 2022, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair Hanten, presiding. The pledge of allegiance was led by Commissioner Johnson.

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

Chair Hanten 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 VanDusen, second by Gabel, to approve the October 25<sup>th</sup>, 2022 agenda as posted; all voted aye; motion carried.

**MINUTES APPROVED**

Motion by Johnson, second by Waterman, to approve the minutes of October 18<sup>th</sup>, 2022; all voted aye; motion carried.

**MONTHLY REPORTS**

**Emergency Management Director, Andrew Delgado**, updated the Board. Emergency Management radios are ready for the conversion to P25 with the exception of 4 radios that need updating; laptops in the EOC are being scheduled for monthly updates and a connectivity problem in the EOC has been resolved; the storage room, used to house repeaters, at the 14<sup>th</sup> Ave water tower, has been prepped for winter; training events include - an Accountability/Credentialing program, Crisis Track app., and Mitigation for Emergency Managers; the final quarterly report, for the fiscal year, has been completed to comply with LEMPG requirements; meetings continue with FEMA for the May 12 Disaster declaration; Deputy Emergency Management Director, Cheri Howell, participated in a tabletop exercise at Glacial Lakes Ethanol; the County's PDM has been sent to the planning team for the 45 day review period; response was provided for a grain hauling semi-truck accident; and the National Weather Service has released the winter weather outlook noting another LA Nina year with colder temperatures in the forecast. **Sheriff, Brad Howell**, provided the Board with the following statistics, compiled from activity in the month of September 2022, for the Detention Center and Sheriff's Office: office fees were collected in the amount of \$10,095.00, which were retained by the County; Commissary items sold in the amount of \$4,679.53 with a commission fee to the County in the amount of \$1,489.22; 607 cases/calls for service; 14 accident reports were completed; 61 warrants served; 191 sets of civil papers served; 3,965 transport miles (17 trips for 23 individuals); average daily inmate population 62.87 (high ADP 70 and low ADP 55); 23 individuals wearing SCRAM (security continuous remote alcohol monitor) bracelets; 6 individuals using remote breathalyzers; 33 individuals testing twice daily PBT'S; 44 individuals reporting twice weekly for UA Drug testing; 1 individual wearing a sweat patch; 207 bookings; \$14,320.00 collected in fees for out of county prisoner contracts; \$3,530.00 collected in work release fees; \$6,479.00 collected in fees for the 24/7 program; and \$4,042.00 collected for SCRAM fees. Sheriff Howell advised the Board he is in early discussions with the rural schools in Codington County regarding the possibility of a school resource officer for the schools.

**JOY RANCH NOTICE TO HOLD FUND RAISING ACTIVITIES**

The Board noted correspondence, per SDCL 22-25-25 (7), from Joy Ranch of South Dakota, and the intent of the Joy Ranch organization to hold various fund-raising activities in 2022 and 2023. Proceeds from these fund-raising activities will be used for camperships and related expenses at Joy Ranch of South Dakota.

**BURN BAN DISCUSSION**

The Board held a brief discussion with Emergency Management Director, Andrew Delgado, regarding dry conditions in the area. It was determined there is no need for a ban on open burning in Codington County at this time. This matter will be reviewed on a weekly basis.

**FULL TIME CORRECTIONAL OFFICER POSITION**

Motion by Gabel, second by VanDusen, to approve advertising and hiring of a full-time correctional officer to fill a vacancy; all voted aye; motion carried

**CLAIMS APPROVED**

Motion by Johnson, second by Gabel, to approve for payment a claim in the amount of \$23,497.00, payable to the City of Watertown, for August 911 surcharge fees collected; Gabel, Waterman, Johnson and Hanten voted aye; VanDusen was recused; motion carried. Motion by Gabel, second by Johnson, to approve claims totaling \$1,052.30, payable to Reliabank Visa, for purchases for the offices of the Auditor, Treasurer, Sheriff, Coroner and Welfare; all voted aye; motion carried.

**SALARY CLAIMS APPROVED**

Motion by VanDusen, second by Gabel, to approve October salary claims; all voted aye; motion carried. Commissioners: 10,758.24 total salaries. Election: 1,912.26 total salaries; Brenda Hanten temp new hire 17.80 P/T. Auditor: 23,572.96 total salaries. Co. Treasurer: 34,747.46 total salaries. States Attorney: 35,813.40 total salaries. Gov. Buildings: 19,359.98 total salaries. Dir. Equalization: 48,435.97 total salaries. Reg. of Deeds: 26,103.46 total salaries. Veterans Service: 13,447.66 total salaries. Sheriff: 106,990.69 total salaries. Co. Jail: 129,567.51 total salaries. Coroner: 5,225.88 total salaries. Welfare: 15,378.21 total salaries. County Nurse: 2,946.88 total salaries. Co. Park: 6,222.36 total salaries. Ag. Bldg.: 10,626.94 total salaries. Co. Extension: 10,950.02 total salaries. Weed: 7,030.53 total salaries. Planning Board: 538.21 total salaries. Road & Bridge: 96,070.26 total salaries; Mike Waba 3935.88 new hire. Emergency Management: 12,899.54 total salaries. Crime Victim: 7,592.81 total salaries. W.I.C.: 5,209.94 total salaries. Total 631,401.17. Breakdown of withholding amounts which are included in the above: S.D. Retirement 58,441.30 S.D. Retirement 75.98 spouse option; S.D. Supplemental Retire. 3,775.00 suppl. retire.; Sanford 83,079.69 ins.; Reliance Standard Life Insurance 736.74 life ins.; Delta Dental 6,427.08 ins.; Avesis 860.08 ins.; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 390.80 employee union dues; AFLAC 3,689.68 ins.; John Hancock 5,480.00 suppl. retire.; AFLAC 758.91 ins.; Watertown United Way 90.00 employee contributions; Office of Child Support 723.00 employee payments; Sioux Valley Credit Union 25,456.00 employee payments; SDRS Supplemental Retirement 4,470.00 Roth retirement; Teamsters Local Union 120 422.00 employee union due; Codington County Deputy Sheriff's Association 105.00 employee union dues; ReliaBank Dakota 43,213.20 federal withholding; ReliaBank Dakota 58,195.90 social security; ReliaBank Dakota 13,610.42 Medicare; SDRS Special Pay plan 5,901.11 pay out of vacation and sick leave.

**EXECUTIVE SESSION**

Motion by Johnson, second by Gabel, to enter into executive session, per SDCL 1-25-2 (1) personnel issues and (2) employee contract negotiations; at 9:28 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:09 a.m., no action was taken. Human Resource Representative, Natalie Remund and Highway Supt., Rick Hartley, were present for executive session.

**ADJOURNMENT**

With no further business to come before the Board, a motion was made by Johnson, second by VanDusen to adjourn at 10:09 a.m., until 9:00 a.m., Tuesday, November 1, 2022; all voted aye; motion carried.

ATTEST:

Cindy Brugman  
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 \$\_\_\_\_\_

# CODINGTON COUNTY, SOUTH DAKOTA

PAID TO DAV Dept of SD

ADDRESS: 1519 W 51st St  
Sioux Falls, SD 57105

DATE	DESCRIPTION	AMOUNT
11/1/2022	101 411 427.20	
	2009 Ford Explorer	
		\$1,000.00
	TOTAL AMOUNT \$	\$1,000.00

APPROVED BY \_\_\_\_\_  
Department Head/Supervisor

## **Welfare office Vehicle proposal**

2009 Ford Explorer, approx. 170,000 miles  
Used by VSO, 50/50 Purchase between Codington County and DAV  
currently owned by DAV

Codington County Purchase (buy out) price: \$1000

Insurance: \$75 now, \$327.28 annually

Estimated fuel, maintenance, repairs: \$3000

Total Budgeted Cost: \$4402.28

The CHW grant can reimburse mileage at a rate of \$.625/mile

# CODINGTON COUNTY CLIENT TRANSPORTATION PROCEDURES

Codington County Welfare, South Dakota

Updated Nov. 1<sup>st</sup>, 2022

## **SECTION I: Statement of Purpose**

To outline procedures for client transportation for Codington County Welfare programs to ensure clients have access to the services and help they need, the safety of both staff and clients, and to minimize potential liability to Codington County.

## **SECTION II: Policy**

- A. Staff will be adequately trained and knowledgeable of the policies herein to ensure the safe transport of clients.
- B. This policy will be periodically reviewed by administration to ensure it is current and relevant. Administration will troubleshoot any emerging issues dealing with transportation safety, and formulate a feasible plan to address them.
- C. Administration will inform the County Commissioners of any planned changes to this policy, including the rationale for, prior to incorporating them into existing policy.

## **SECTION III: Procedures**

- A. Codington County staff transportation is an option of last resort in the absence of other resources. Staff shall use their judgment and utilize other options for client transportation such as Community Transit, cabs, and other options as warranted.
- B. Codington County staff shall utilize Codington County owned and insured vehicles when transporting clients.
- C. No one other than a County employee is permitted to operate the vehicle at any time.
- D. Codington County staff and clients shall wear seat belts and children will have appropriate child restraints.
- E. All individuals transported by Codington County Staff will sign the "Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement and Consent to Medical Treatment" form prior to transport.
- F. No smoking is allowed in County owned vehicles.
- G. Codington County staff shall have a current driver's license and shall comply with all aspects of the Codington County Personnel Policies and Procedures Manual Section 3.1 Drug and Alcohol Policy.
- H. Codington County staff will only transport clients during office standard hours of 8:00am-5:00pm Monday through Friday, unless prior approval is received from the Welfare Director.
- I. Codington County staff are allowed to transport only one client at a time. If the client is being transported out of town, then the presence of a second staff member will be required.



- J. Codington staff may not transport children/underage individuals without their parent/guardian present.
- K. Codington County staff will not be responsible for transporting a client under the influence of alcohol or drugs. Staff will utilize their senses and judgment in determining this.
- L. Codington County staff will not be responsible for transporting clients with a violent history towards Codington County.
- M. Codington County staff will not be responsible for moving or relocating clients.
- N. When transporting a client, the client shall be located in the passenger seat and any additional passengers or staff will be located behind the driver's seat.
- O. Transportation requests specific to liquor and tobacco outlets are prohibited. No liquor will be transported in Codington County vehicles.
- P. Food and beverages are allowed in the vehicles per the driver's discretion. If allowed Codington County has a closed lid container policy.
- Q. We recognize that we cannot possibly cover all transportation situations, therefore, if staff are unsure of a particular situation, they will seek input from a supervisor prior to engagement.
- R. Codington County Welfare Staff will participate in transportation safety trainings when offered.
- S. For additional information please see the County-wide "Travel and Employee Reimbursement of Expenses" policy in the Codington County Personnel Policies and Procedures Manual.
- T. County-owned vehicles are subject to search by the applicable Department Head or their designee at all times with the knowledge or consent of the employee.
- U. Employees are required to abide by all state and local traffic laws while operating a county-owned vehicle. Each employee is responsible for ensuring their driver's license is current. An employee may not operate a county-owned or leased vehicle if their driver's license is suspended or revoked. An employee required to have a CDL for their position is responsible for maintaining the license and should immediately report if their CDL is removed, suspended, or otherwise restricted in any way. All traffic and parking violations for which the employee is cited while operating a county-owned vehicle, and all traffic accidents involving a county-owned vehicle must be reported immediately to Human Resources and the Auditor's Office. The County Commission and applicable Department Head will be notified. Employees may be subject to the Alcohol & Drug Testing Policy and must abide by the Drug and Alcohol-Free Workplace rules.
- V. Employees are not eligible to take the County owned vehicle home for travel to and from work.

**CODINGTON COUNTY WELFARE  
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT  
AND CONSENT TO MEDICAL TREATMENT**

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in being transported by a Codington County Employee.

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability Codington County, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
2. Agree to indemnify and hold harmless Codington County, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT AND CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

This Waiver is in effect for one year from the date of signature.

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## ICAP-Codington County Agreement

November 2022

This agreement is drafted by and between the parties of *Codington County* and *Inter-Lakes Community Action Partnership, Inc. (ICAP)*.

The parties agree to as follows:

### Scope of Services provided by ICAP:

- ICAP will provide an employee with a BA or BS degree in human services or social work or equivalent education and/or experience for up to 15 hours per week to assist in assessing client needs. The Welfare Director will be consulted during the hiring process, however final hiring authority rests with ICAP.
- Employee may assist clients with completing Codington County applications. County Welfare Office will make final determination.
- Employee will assist clients with completing ICAP applications. This time will not be included in the hours charged to County. Clients will also be referred to outside agencies for any related needs and services identified.
- Employee may provide case management services to all County Welfare clients except for clients that receive medical and burial assistance.
- Employee will assist in establishing the systems of care and facilitating referrals to appropriate client services.
- ICAP's Rural Community Service Director will directly supervise the employee and will coordinate work with the County Welfare Director.
- ICAP will provide regular data reports to County Welfare Director and/or Codington County Commissioners on the following:
  - Number of applications by program and agency served at Welfare Office
  - County Welfare case-management
  - Systems of care community-wide case management
- ICAP staff will report weekly on client contact hours for county to using county software system.
- ICAP will reimburse Codington County for rent for office space of ICAP employee at a rate of \$100 per month beginning November, 2022.
- ICAP staff will report to Welfare Director at the beginning of each workday to discuss needs for that day.

### Codington County Obligation:

- Welfare Office will work with community service providers to establish a community-wide systems of care.
- Welfare Office will develop necessary MOUs, release of information authorization and waivers that may be needed for systems of care community-wide case management.
- Will provide office space, equipment, telephone, and internet for ICAP's employee.
- Provide funding to pay the employee's wage and fringe benefits not to exceed \$500.00 per week.

### Terms of Agreement:

- The terms of this agreement shall be for a period of one year, November 1, 2022 to October 31, 2023. Either party involved may terminate this agreement for any reason with at least 30 days written notice.

In witness whereof, the parties have executed this agreement:

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

Brenda Hanten, Chairperson

Codington County  
125 S Broadway  
Watertown, SD 57201

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

Eric Kunzweiler, CEO

Inter-Lakes Community Action Partnership, Inc.  
P.O. Box 268  
Madison, SD 57042



## Codington County, South Dakota

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**Job Title:** Community Care Coordinator  
**Reports To:** Welfare Director  
**FLSA Status:** Non-Exempt – Grant Position

### SUMMARY

Under the direct supervision of the Welfare Director, the Community Care Coordinator is responsible for working closely with the legal system, medical providers, primary care teams, and social services agencies to provide care coordination and connection to resources and support to reduce legal involvement and improve their health and general well-being through education and provision of coordination of care and services. Will manage a case load of 15-20 clients. The Community Care Coordinator will be responsible for handling sensitive customer and County information, which requires that they maintain a high level of professionalism and confidentiality. Additionally, this individual must have completed or be willing to complete an approved Community Health Worker training program in South Dakota within 1 year. This position is a result of grant funding and is not guaranteed beyond May 31, 2023.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, but are not limited to:**

- Health system navigation and resource coordination including finding health care providers and attending appointments
- Health promotion and coaching providing information or education to clients that makes positive contributions to their health status
- Provide culturally appropriate health information and education to clients
- Work within the parameters of the justice system to assist with behavioral health access and helping individuals and families identify positive coping strategies
- Conduct assessments of client skills and areas of need in relation to substance use disorders
- Provide transition services into primary care and substance abuse treatment to clients who are recently post-incarceration and linkage to post-incarceration specific services
- Provide home-based health interventions for high-risk clients with substance abuse and chronic medical conditions
- Support clients with substance abuse disorders in achieving self-management skills and medication adherence
- Maintain professional and confidential case files on all clients seeking and receiving assistance
- Transport clients on a limited basis to support access to medical care, housing, employment, and other supportive services.



## Codington County, South Dakota

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### **SECONDARY DUTIES AND RESPONSIBILITIES include the following, but are not limited to:**

- Attend seminars or obtaining certification, as requested
- Link clients to needed social services and support groups
- Help with insurance navigation for clients in regard to treatments and medications
- Advocate for clients
- Connect clients with necessary appointments
- Perform duties in a manner consistent with safe practices and policies
- Perform other such duties and functions as deemed necessary

### **MINIMUM QUALIFICATIONS and SKILLS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- High School Diploma or G.E.D. Certification, Associate's Degree in Human Services or related field preferred.
- Must be from the community that is being served or have a familiarity of the community
- A minimum of two years' direct experience or equivalent education
- Must have valid driver's license and reliable personal transportation
- Experience with navigating local medical and social support systems preferred
- Demonstrated ability to communicate effectively verbally and in writing with people of differing cultural and socio-economic backgrounds
- Protect the privacy and security of protected health information as defined by State and Federal Law
- Pass a thorough background investigation
- Complete mandatory trainings
- Organizational skills, with attention to detail and accuracy
- Ability to operate computer systems and software such Microsoft Word, Excel, Outlook, copy machine, fax machine, calculator, and Internet
- Ability to demonstrate good communication skills



## Codington County, South Dakota

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### **EXAMINATION, TESTING, AND CERTIFICATION**

- Must possess a valid social security number and a valid driver's license
- Successful competition in written and/or oral interviews
- Obtaining Community Health Worker Certification as soon as possible

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel and talk or hear
- The employee frequently is required to stand, sit, and reach with hands and arms
- The employee is occasionally required to walk and stoop, kneel, crouch, or crawl
- The employee is occasionally required to lift and/or move up to 25 pounds

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the work environment is usually moderate
- Occasional travel within Codington County to serve clients or outside the County for trainings/seminars may be required



**Codington County,  
South Dakota**

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**CONCLUSION**

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this position. This is not an all-inclusive list of responsibilities, duties, and skills required of personnel. Further, this job description is not intended to limit or in any way modify the right of any supervisor to assign, direct, and amend the work of any employee under his/her supervision. I understand that employment is at the will of the employer and either the employer or the employee may terminate the employment with or without cause at any time.

I have received, reviewed and fully understand the Job Description for Clerk I. I further understand that I am responsible for the satisfactory execution of the essential duties and responsibilities as listed herein.

I understand that this position is not guaranteed beyond May 31, 2023.

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Employee Signature

Date Signed

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Department Head Signature

Date Signed

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Commissioner in Charge

Date Signed



October 14, 2022

Codington County Welfare Office  
Sara Foust  
7 W Kemp Ave  
Watertown, SD 57201

#### LETTER OF AGREEMENT

This Letter of Agreement between the Codington County Welfare Office (COMPANY) and Odney outlines the services and compensation arrangements to which we have both agreed.

Specifically, the services Odney will provide under this Agreement, upon request of COMPANY, will include any or all of the following:

- Assist with naming of the Codington County Social Services Advisory Council
- Develop the brand for the Council, including logo, fonts, colors, and brand guidelines
- Communicate the Creation of the Council and Announce the Strategic Plan
- Develop a small website for the Council
- Develop creative print templates for the Council to utilize

This Agreement, incorporating the following procedures, will be effective DATE and will continue until modified by the parties.

#### BASIS OF COMPENSATION

The total expense of this project will not exceed \$20,000.

#### APPROVAL OF EXPENDITURES

All expenditures and costs incurred on behalf of the COMPANY for the services of Odney or its vendors will be pre-approved by the COMPANY.

#### COST ESTIMATES

Creative, production, media and research cost estimates will be provided by Odney prior to commitment by COMPANY. Odney will keep actual costs within 10% of estimates. If changes or other circumstances indicate that actual costs will exceed the estimate by more than 10%, a revised estimate will be submitted for approval. Odney maintains the right to bill for costs incurred on work or purchases that COMPANY has approved, including costs accumulated on the jobs authorized by you but later canceled.

#### MONTHLY STATEMENTS

Detailed statements and supporting invoices are issued on or about the 10<sup>th</sup> of each month covering obligations incurred during the previous month. Payment of each month's statement is due upon receipt and past due 30 days thereafter.



In the event of any question on a statement, payment should be made on that part of the statement not in question and so noted. Resolution and/or any adjustments on the questioned item(s) will be made on the subsequent statement.

#### RESPONSIBILITY OF ODNEY AS AGENT

Title to all materials, which Odney creates or purchases on your behalf, will pass to COMPANY as principal upon payment by COMPANY to Odney for such purchases. Our suppliers will be informed of your identity as principal, and we will require them to bill Odney separately for all items purchased on your behalf and charge the sales tax as appropriate.

Because we are acting as your agent, liability for loss or damage to materials, other than occasioned by gross negligence on part of Odney, are yours as principal. However, as agent we agree to hold you harmless from claims made against you by a supplier for non-payment in connection with any purchase, to the extent that you have made payment to us on account of such purchase.

With regard to material furnished to Odney by COMPANY, COMPANY agrees to assume solely the responsibility for and to similarly indemnify and hold harmless Odney from and against any claims for damages, demands, actions, and regulatory proceedings (and related costs and expenses including reasonable attorney's fees) asserted against Odney, resulting from the negligence or willful actions of COMPANY, or for violation of a third party's proprietary rights with regard to such materials.

While Odney will at all times use reasonable efforts to protect COMPANY from any form of advertising developed by Odney which could be construed as infringing on the rights of third parties, Odney assumes no responsibility relative to the validity of claims made by COMPANY for use in advertising or concepts approved by COMPANY; COMPANY agrees to hold Odney harmless from such matters. COMPANY further agrees to indemnify and hold Odney harmless with respect to legal claims that arise from the use or consumption of COMPANY services or products.

Nothing herein contained shall be deemed to require that we undertake any campaign, prepare any advertising materials or publicity, or cause publication of any advertising or article, which in our judgment would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to your interest or to ours.

Conversely, Odney agrees to assume solely the responsibility for and to similarly indemnify and hold harmless COMPANY from and against any claims for damages, demands, actions, and regulatory proceedings (and related costs and expenses including reasonable attorney's fees) asserted against COMPANY, resulting from the negligence or willful actions of Odney.

Odney will coordinate with COMPANY to obtain appropriate transfers of copyright, licenses and/or authorizations, as necessary, to use any materials that Odney obtains or develops for COMPANY under this agreement. Such rights will be transferred to COMPANY upon payment by COMPANY to Odney for all billings for such materials, including the related services provided to COMPANY by Odney.

We acknowledge our responsibility as part of the normal course of business to hold in confidence all proprietary information regarding your business or businesses.

#### AUDIT

Odney welcomes the opportunity to provide COMPANY with full disclosure of its accounting practices and procedures relating to COMPANY. Upon reasonable notice, your auditors may visit the Odney office and examine the account to confirm and verify that all such charges referred to above are in order and properly chargeable to COMPANY.

#### TERMINATION

We expect to have a long and mutually productive relationship. However, conditions should be specified for severance of such working relationship. Therefore, either Odney or COMPANY may terminate this Agreement upon 60-day written notice. During the 60-day period, COMPANY will continue to pay Odney the compensation stated herein, and Odney will remain available for the services under this Agreement.

Odney may also suspend services at any time COMPANY fails to pay the amounts due under this Agreement.

In addition, upon termination of our Agency/Client relationship, you will continue to be responsible (and will arrange for any successor agency to be responsible, if applicable) for (a) all purchase orders for media and materials that have been placed by Odney on your behalf during our engagement that have not been paid; and (b) any payments and fees that may become due for future use of material that are subject to any applicable union agreements (e.g., SAG, AFTRA, and AFM), and will promptly execute (or cause the new agency to execute) all documents required to effect the transfer of such responsibilities from Odney.

Upon termination, Odney will arrange to transfer all materials produced for COMPANY or successor agency, pending payment has been received for such materials.

By our signatures, both parties agree to the terms and conditions set forth in this Letter of Agreement.

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Kyle Niess, V.P. Business Development  
Odney, Inc.

Date

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Sara Foust, Director  
Codington County Welfare Office

Date

**CHANGE ORDER NO.: 2**

Owner: Codington County, South Dakota      Owner's Project No.: N/A  
 Engineer: Banner Associates, Inc.      Engineer's Project No.: 23788.00  
 Contractor: Duininck, Inc.      Contractor's Project No.:  
 Project: Stabilized Full Depth Reclamation and Microseal  
 Contract Name: Agreement Between Owner and Contractor for Construction Contract  
 Date Issued: October 20, 2022      Effective Date of Change Order: October 20,

2022 The Contract is modified as follows upon execution of this Change Order:

**Description:**

- Add the operation of griding tapered edges onto rumble strips on the North end of Co Highway 9B at a lump sum cost of \$3,025.00/each.

**Change in Contract Price**

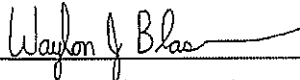
**Change in Contract Times**

Original Contract Price: \$ <u>1,710,317.20</u>	Original Contract Times: Substantial Completion: <u>Not Applicable</u> Ready for final payment: <u>Not Applicable</u>
[Increase] from previously approved Change Orders No. 1: \$ <u>11,411.09</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: <u>Not Applicable</u> Ready for final payment: <u>Not Applicable</u>
Contract Price prior to this Change Order: \$ <u>1,721,728.29</u>	Contract Times prior to this Change Order: Substantial Completion: <u>Not Applicable</u> Ready for final payment: <u>Not Applicable</u>
[Increase] this Change Order: \$ <u>3,025.00</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>Not Applicable</u> Ready for final payment: <u>Not Applicable</u>
Contract Price incorporating this Change Order: \$ <u>1,724,753.29</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>Not Applicable</u> Ready for final payment: <u>Not Applicable</u>

Recommended by Engineer

Authorized by Owner

By:



Title: Waylon Blasius, Project Manager

Date: October 20, 2022

Accepted

by Contractor

Approved by Funding Agency

By:

Not Applicable

Title:

Not Applicable

Date:

Not

Applicable

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME Kari Kraayenbrink		DATE 10/26/2022
EFFECTIVE DATE 10/31/2022	POSITION TITLE Admin Specilaist	DEPARTMENT Highway
CURRENT STEP Step 2 Grade 30	NEW STEP	
CURRENT PAY RATE \$21.08	NEW PAY RATE	
REASONS FOR CHANGE  Temp Clerical at Highway Department		

EMPLOYEE SIGNATURE *Kari Kraayenbrink*

DEPARTMENT HEAD SIGNATURE *Rick Hartley*

DATE 10-27-2022

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

DATE \_\_\_\_\_

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