

AGENDA
Codington County Board of Commissioners
Codington County Court House, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, April 25, 2023

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 April 25, 2023, agenda
5. Action to approve the April 18, 2023, minutes of the Board of Codington County Commissioners
6. Monthly Reports
 - a. Emergency Management Director
 - b. Sheriff
 - c. Highway Superintendent
 - d. Facilities Manager
7. Action to declare misc. Emergency Management Office property surplus to be destroyed
8. Action to approve the purchase of SureGuard Safety Restraint Chair for Detention Center
9. Action to declare misc. Sheriff's Office property surplus to be destroyed
10. Action to approve agreement with IMEG Consultants Corp. for 2023 Microsurfacing road project engineering services
11. Action to approve a notice to bidders for Microsurfacing road project on approx. 8.5 miles on County Roads 6A and 23
12. Action to approve to advertise and hire two seasonal Memorial Park maintenance positions
13. Action to approve to advertise and hire a seasonal Weed Department weed sprayer position
14. Action to authorize chair to sign Quit Claim Deed
15. Action to authorize chair to sign Certification Required by South Dakota Executive Order 2023-02
16. Action to approve County and Consolidated Board of Equalization minutes
17. Action to approve abatement applications
18. Action to approve claims for payment
19. Action to approve automatic budget supplements
20. Action to approve personnel changes
21. Action to approve travel requests

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

23. Old Business

24. New Business

25. Open

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

26. 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)**

27. Action to adjourn upon completion of agenda items

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

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

April 18, 2023

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, April 18, 2023, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman Myron Johnson, Troy VanDusen, and Randall Schweer; Chair Gabel, presiding. The pledge of allegiance was led by Commissioner Johnson.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair Gabel 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 Schweer, to approve the agenda for April 18, 2023, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Waterman, to approve the minutes of April 11, 2023; all voted aye; motion carried.

RESOLUTION FOR DECLARATION OF EMERGENCY/DISASTER

Emergency Management Director, Andrew Delgado, presented, for the Board's action, a disaster declaration resolution due to the recent and anticipated flooding damage incurred in Codington County. Motion by Waterman, second by VanDusen, to declare an emergency and to adopt the following disaster declaration resolution; all present voted aye; motion carried:

RESOLUTION #2023-8

RESOLUTION FOR DECLARATION OF EMERGENCY/DISASTER

WHEREAS, Codington County, South Dakota, has suffered severe damage, brought on by rapid snow melt and spring flood waters, on the date of April 10, 2023 and ongoing;

WHEREAS, Starting March 27, 2023, jurisdictions within the boundaries of Codington County have committed extraordinary resources, taken all possible actions within jurisdictional boundaries;

WHEREAS, Local resources are not adequate to cope with the situation, and local jurisdictions have requested State assistance to combat and to alleviate damages from the emergency/disaster;

NOW, THEREFORE, BE IT RESOLVED, by the Codington County Board of Commissioners, at a regular meeting held on April 18, 2023, it is hereby requested that the Governor declare an emergency/disaster to exist in the County of Codington.

Dated this 18th day of April, 2023

Lee Gabel, Chairman

ATTEST:

Brenda Hanten, Auditor

Codington County, 18 April 2023

FLOOD UPDATE

Commissioner VanDusen, updated the board on the current flood conditions; the flood command team met on Monday, April 17th, 2023, and were provided an update by the National Weather Service, the forecast is for warmer temps the first half of the week and then cooling off toward the weekend, the Big Sioux River continues to recede, 10th Ave. N has now been opened to traffic, Lake Kampeska did hit the crest on Sunday afternoon, so the real focus turns to the ice and the ice melt coming up on shore, causing possible structural damage, people are asked if you are having ice move toward your residence to mindful of their gas mains if there is any concern with this contact Watertown Municipal Utilities so they can come out and inspect it; the good news is hopefully the worst is over and will continue to see the water recede, with no large amounts of precipitation expected; water continues to rise in Pelican and haven't seen it crest yet, it is anticipated to equalize in the next day or so. **Emergency Management Director, Andrew Delgado**, informed the board, that Codington County has enough damage initially to meet the threshold to receive funding if there would be a disaster declared for the State, the State is required to meet a threshold of \$1,569,400.59, Codington County would need to meet a threshold of \$125,763.00, and each entities within Codington County would need to have a minimum of \$3,800.00; Townships have been called and advised that they need to document any damages to the roads, including taking pictures before any repairs to the roads are done, damage estimates will need to be completed so a dollar amount can be assigned and reported to the emergency management office.

CLAIMS

Motion by Johnson, second by Schweer, to approve for payment the following claims: Borns Group 5,445.88 postage; CNA Surety 100.00 surety bond; VISA Reliabank 1,498.04 travel/fuel/sup; all voted aye; motion carried. Motion by Johnson, second by Waterman, to approve the following claim for payment: City of Watertown, \$22,961.86, February 911 surcharge collections; Gabel, Waterman, Schweer and Johnson voted aye; VanDusen was recused; motion carried.

PERSONNEL CHANGES

Motion by VanDusen, second by Schweer, to approve the following personnel change: John Engels, rehire, Seasonal Assistant Weed Supervisor, effective April 17, 2023, step DD 2, \$22.23 per hour; all voted aye; motion carried.

TRAVEL REQUEST

Motion by VanDusen, second by Waterman, to approve the following travel requests; Highway employee, training; Director of Equalization & Office Staff, SDAAO Conference; Treasurer & Deputy Treasurer, SDACO Spring Workshop; all voted aye; motion carried.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Waterman, to adjourn at 9:19 a.m., all voted aye; motion carried.

ATTEST:

Brenda Hanten

Codington County Auditor

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

Published once at the total approximate cost of \$_____

CODINGTON COUNTY EMERGENCY MANAGEMENT
Surplus Property

GEN #	EM/CO #	QTY	DESCRIPTION	SERIAL #	REASON	DISPOSITION
N/A	671	1	HAMILTON MONITOR/CAMERA	214947	BROKEN	Destroyed
N/A	586	1	CANNON COMPUTER, LAPTOP	J22900630	BROKEN	Destroyed
N/A	687	1	BROTHER TYPEWRITER	N/A	BROKEN	Destroyed
N/A	1077	1	Toshiba Copy Machine	CSF658885	BROKEN	Destroyed
N/A	730	1	STINGER FLASHLIGHT, RECHARGEABLE W/CHGR	964568	BROKEN	Destroyed
N/A	1697	1	SANYO TV, 32" FLAT SCREEN, BLACK	L3320046803401	BROKEN	Destroyed
N/A	935	1	GE Microwave	N/A	BROKEN	Destroyed

FILED

APR 20 2023

CODINGTON COUNTY AUDITOR



SAFETY

RESTRAINT CHAIR INC.

PO Box 540653
Omaha, NE 68154-0653

Phone: (712) 263-5291
Fax: (402) 619-2485

info@restraintchair.com
www.restraintchair.com

Quotation

Date	Quote #
4/18/2023	2445

Name / Address
Codington County Detention Center Matt Blackwelder 14 1st Ave SE Watertown, SD 57201

Ship To
Codington County Detention Center Matt Blackwelder 14 1st Ave SE Watertown, SD 57201

Description	Qty	U/M	Cost	Total
SureGuard Safety Restraint Chair - Full Size	1		2,550.00	2,550.00
Base Charge to Ship Chair	1		460.00	460.00
Lift Gate Services, Chair	1		65.00	65.00
<p>NOTE: As of December 1, 2022, Safety Restraint Chair, Inc. will ship ordered new chairs or replacement parts only after we receive full payment via credit card or check. We still accept PO's, but will not ship until our invoice is paid-in-full.</p> <p>The product portion of this quotation is valid for thirty days (30) from the date above. Due to circumstances beyond our control, the shipping quotation is valid for seven (7) days from the date of this quote. If we do not have your order before seven (7) days after this date, you will have to call 712-263-5291 to obtain a new quote for shipping charges.</p> <p>PLEASE NOTE: Replacement parts orders are shipped on Tuesdays and Fridays via FedEx two-day delivery. Chairs are shipped via FedEx LTL Services and will normally leave our warehouse the business day following receipt of payment in full.</p>				

Total	\$3,075.00
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REQUEST FOR SURPLUS PROPERTY DECLARATION

I, Brad Howell, Sheriff of Codington County, South Dakota, hereby request that the property listed below be declared as surplus property:

1. 2-100 HP Computer Prodesk 600 SN:2UA8021SKR Product #: 1FY43UT#ABA
2. 1-504 HP Smart buy Prodesk 600 SN: MXL835167B Product #: 4HJ16UT#ABA
3. 1-467: Fujitsu Tablet Computer S/N: R6504426
4. 1-419: Fujitsu Tablet Computer S/N: Q5400679
5. 2-095 HP Prodesk 600 SN: 2UA65130GB
6. 2-101 HP Prodesk 600 SN: 2UA8031D85

Dated this 12 day of April, 2023.



Brad Howell, Sheriff

DECLARATION OF SURPLUS PROPERTY

The property listed above has been declared surplus this _____ day of _____, 2023. The property is to be destroyed.

CODINGTON COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman



April 14, 2023

Rick Hartley, Highway Superintendent
Codington County Highway Department
1201 10th Street NW
Watertown, South Dakota 57201

RE: Agreement for Engineering Services
2023 Microsurfacing Project
Codington County, SD

Dear Rick:

Thank you for the opportunity to submit an Agreement for engineering services for the 2023 Codington County Microsurfacing Project. This project is approximately 8.5 miles long on County Roads 6A and 23. The project will begin on County Road 6A at 444th Avenue and continue west as the road turns to County Road 23. The project will end at 172nd Street. The two miles between 170th Street and 172nd Street will be bid as an alternate.

We understand the scope of work is as follows:

DESIGN PHASE SERVICES

1. Design of civil services including:
 - a. Scratch course of microsurfacing for 8.5 miles.
 - b. Surface course of microsurfacing for 8.5 miles.
2. Prepare front end and applicable civil specifications.
3. Prepare contract documents that are suitable for pricing and construction purposes.
4. Prepare an opinion of probable construction cost for civil systems. Note that IMEG has no control over 1) the cost of labor, material, or equipment; 2) the means, methods and procedures of the Contractor's work; or 3) the competitive bidding market at the time the project goes out to bid. IMEG's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.

BIDDING PHASE SERVICES

1. Issue documents to prospective bidders.
2. Respond to contractor questions.
3. Prepare addenda information as required.
4. Conduct bid opening.
5. Assist with bid evaluation and recommend award to successful contractor.

6. Prepare Agreement Between Owner and Contractor.

CONSTRUCTION PHASE SERVICES

1. Construction administration including:
 - a. Attend Preconstruction Conference and issue minutes.
 - b. Answer Contractor questions and Requests for Information (RFIs).
 - c. Prepare change orders to the contract.
 - d. Review Contractor pay applications and recommend all or partial payment.
2. Review shop drawing submittals for items requested in the contract documents.
3. Conduct one job site observation per week, plus one final job site observation at the end of the construction period.
4. Construction Observation Services:
 - a. General Administration of Construction Contract: Consult with Owner, act as Owner's representative in the field, and assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.
 - b. Resident Project Representative (RPR): Provide the services of an RPR at the site to assist the Engineer and to provide full-time observation and documentation of Contractor's work.
 - c. Full-time observation services are anticipated to follow a standard Contractor's schedule of Monday through Friday at 10 hours per day.
 - d. Forward Contractor questions and Requests for Information (RFIs) to Engineer for review.
 - e. Prepare daily/weekly reports.
 - f. Review pay estimates and change orders to the Contract.
 - g. Provide coordination and attend final walkthrough with Owner, Engineer and Contractor. Prepare and provide a final punch list to Contractor.
 - h. After Contractor notification of final completion, attend final job site observation to determine if the work is complete and acceptable.

ASSUMPTIONS

1. Drawings of the existing project area and underground utilities, which accurately represent the existing conditions, will be provided to IMEG.
2. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

COMPENSATION

We propose to provide the services described above for a fixed fee of \$22,000.00.



PROJECT EXPENSES

The following direct expenses are included in the above fee:

1. Travel expenses (per diem for meals and incidentals, mileage, and other out of pocket expenses).

GENERAL

The attached Terms and Conditions dated April 1, 2023 are made a part of this Agreement. This Agreement is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Agreement for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below or by signing this offer and returning it to our office.

Sincerely,

IMEG CONSULTANTS CORP.



Steven J. Myer, PE
Project Executive / Associate Principal
Steven.J.Myer@IMEGCorp.com



Kevin R. Goff, PE, MBA
Client Executive / Senior Principal

SJM:KRG/cfy

\\files\Corporate\Teams\CSXCC08\Proposals\County\Codington County\2023 Microsurfacing\20230414_Pro_2023 Codington County Microsurfacing Project.docx

CODINGTON COUNTY HIGHWAY DEPARTMENT

Accepted:

Signature

Title

Date



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Consultants Corp. (hereinafter referred to as "IMEG") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by IMEG during the completion of its services under this Agreement, (hereinafter the "Standard of Care"). If client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document whether or not signed by IMEG, shall be considered only as a document for client's internal operational management.

Client Responsibilities: IMEG shall be entitled to rely on the accuracy of documentation presented to it by Client and/or Client's legal agents. In the event of updates or changes to any documentation provided to IMEG in furtherance of its services, the Client is responsible for advising IMEG's personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by IMEG and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: IMEG has multiple offices with personnel that may provide professional services subject to this Agreement. IMEG may use any office or individual in the completion of services required for the Project. IMEG shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Standard of Care.

Billing/Payment: The Client agrees to pay IMEG for all services performed and all costs incurred. Invoices for IMEG's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify IMEG of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to IMEG for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with IMEG's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, IMEG may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions or billing disputes of any type shall not be subject to informal dispute resolutions procedures outlined herein.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless IMEG, its directors, employees and agents against claims, damages, liabilities, and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees, and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify IMEG and its directors, employee and agents for their own negligence or the negligence of others. IMEG agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities, and costs arising from and in proportion to the negligent acts or failure to act of IMEG and its directors, employees, and agents in the performance of services under this Agreement on a comparative basis of fault. IMEG shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, shall be written or endorsed to include additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and IMEG arising out of the Services to be provided by IMEG or this Agreement shall be subject to discussions for informal resolution. If no informal resolution is achieved within 14 business days, the Parties agree to submit the matter (excluding actions by IMEG for payment of past due fees) to non-binding mediation. Any disputes involving contractors, subconsultants, subcontractors, suppliers, or any other legal agent shall be subject to the informal resolution process as described in this section, above. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor IMEG shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or IMEG's directors, employees, agents, or consultants.

Construction Observation: When IMEG does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of IMEG do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless IMEG for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG" as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing IMEG-designed systems shall be submitted to IMEG for review prior to being approved by contract holder. IMEG will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to IMEG at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of IMEG. IMEG shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of IMEG developed for this Project are instruments of service owned by IMEG. IMEG shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of IMEG by the Client, or others acting for the Client, for any other use without the express written permission of IMEG shall



be at the Client's risk. Client agrees to defend, indemnify and hold harmless IMEG for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of IMEG's instruments of service.

Electronic Files: The Client hereby grants permission for IMEG to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to IMEG to release such documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither IMEG nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by IMEG, Client or their agents for the period of performance of this contract.

Termination: Either party may terminate this Agreement due to the other party's material breach of this Agreement upon providing a ten (10) day written notice to the breaching party and an opportunity of at least three (3) business days to cure. Upon termination, payment is required in full for all services rendered and expenses incurred through the date of termination. IMEG shall not be required to release any documents, files, or work product until said payments have been made. In the event services are terminated or suspended due to the Client's breach, IMEG has no obligation to deliver documents and any consequences (including delay) resulting from such termination or suspension is the sole responsibility of the Client. Client has the obligation to return all documents within its possession or control if Client is in default under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of IMEG arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, contractors, and attorney fees, will be limited to \$100,000. This limitation of liability has been agreed upon after Client and IMEG discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "IMEG" includes all of IMEG's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: IMEG's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon IMEG, other than for professional errors, omissions, or negligence, will be limited to IMEG's general liability insurance coverage of \$1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, IMEG does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform IMEG of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, IMEG will notify the Client and, as appropriate, government officials of such conditions. IMEG may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. IMEG shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. IMEG shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against IMEG and to defend, indemnify and hold IMEG harmless for any claim or liability for injury or loss arising from IMEG or other persons encountering utilities or other manmade objects that were not brought to IMEG's attention or which were not properly located on the plans furnished to IMEG. Client further agrees to compensate IMEG for any and all time, costs and expenses incurred by IMEG in defense of any such claim, in accordance with IMEG's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. IMEG will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by IMEG for future resolution. If you choose resolution, IMEG will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance of IMEG shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, IMEG will notify Client. Once the Force Majeure event ceases, IMEG shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of IMEG to perform its obligations and which IMEG is unable to prevent, including without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, epidemics, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy.

Equal Employment Opportunity / Rights Under Federal Labor Laws

IMEG and Client shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471 (as may be updated or amended). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Rev. 04/01/23



This Instrument Prepared By:

BURNS LAW OFFICE

P. O. Box 903

16 East Kemp

Watertown, SD 57201-0903

(605) 886-5885

QUIT CLAIM DEED

CODINGTON COUNTY, SOUTH DAKOTA, Grantor, of 14 1st Avenue SE Watertown, SD 57201, PO, for and in consideration of One Dollar and other valuable consideration, conveys and quit claims to The Town of South Shore, South Dakota, Grantee, of 103 East Berry, South Shore, SD 57263, all interest in the following described real estate in the County of Codington, in the State of South Dakota:

Lots 20, 21, and 22, in Block 2, of Wm.H. Johnston's Addition to South Shore, Codington County, South Dakota, according to the recorded plat thereof.

EXEMPT FROM TRANSFER FEE BY SDCL 43-4-22(2)

Dated this ____ day of _____, 2023.

CODINGTON COUNTY

By:

Lee Gabel, Chairman of Board
of County Commissioners

ATTEST:

Codington County Auditor (SEAL)

STATE OF SOUTH DAKOTA

SS

COUNTY OF CODINGTON

On this the ____ day of _____, 2023, before me, the undersigned officer, personally appeared Lee Gabel and Brenda Hanten, who acknowledged themselves to be the Chairman of the Codington County Board of Commissioners and Codington County Auditor, respectively, and that they, in their respective capacities, and being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

State of South Dakota

My Commission Expires: _____

(SEAL)

**CERTIFICATION REQUIRED BY
SOUTH DAKOTA EXECUTIVE ORDER 2023-02**

Section 1 Definitions. The words used in this Certification shall mean:

1.1. "Prohibited Entity," an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela;

1.2. "Executive Branch Agencies," each state agency, authority, bureau, board, commission, department, or institution of the State of South Dakota that is controlled by the Governor;

1.3. "Contract," any type of agreement by or on behalf of the State to sell or lease supplies or goods, or to provide services, professional services, construction, or public improvements, to the State in return for a fee, or any other form of compensation to be paid or provided by the State; and

1.4. "Contractor," a vendor, supplier, construction contractor, or subcontractor that has submitted a bid or offer for or has been selected to engage in providing goods or services to the State but does not mean a sole proprietorship or individual natural U.S. citizen.

Section 2. Certification. The undersigned hereby certifies to the State of South Dakota that:

2.1. The undersigned is not a Prohibited Entity.

2.2 If at any time after making this certification the undersigned becomes a Prohibited Entity, the undersigned will provide immediate written notice to all Executive Branch Agencies with whom the undersigned has a Contract. The undersigned understands and agrees that if the undersigned becomes a Prohibited Entity, Executive Branch Agencies may terminate any Contract with the undersigned.

2.3 The undersigned acknowledges and agrees that Executive Branch Agencies have the right to terminate a Contract with any Contractor that submits a false certification.

Dated _____, 202__.

Contractor:

By: _____

Printed Name: _____

Title: _____

OFFICIAL PROCEEDINGS
 Codington County Board of Equalization
 April 11, 2023 – 1:00 p.m.
 Commissioners Chambers - Codington County Courthouse
 14 1st Ave SE, Watertown, SD 57201

The 2023 meeting of the Codington County Board of Equalization convened at 1:00 p.m., Tuesday, April 11, 2023, in the Commissioners Chambers in the Codington County Courthouse. Board members present were Lee Gabel, Charlie Waterman, Myron Johnson, Randy Schweer, absent was Troy VanDusen; Chairman Lee Gabel, presiding. All Board members signed their County Board of Equalization oath. Codington County Director of Equalization, Shawna Constant; Appraisal and Office staff; were also present for this meeting.

AGENDA APPROVED

Motion by Johnson, second by Schweer, to approve the agenda; all present voted aye; motion carried.

APPEALS

The following appeals were presented:

Name	DOE#	Assessor's Value	Appeal Value	Assessor's Recommendation
AM Farms Inc	12912	\$576,284	none given	\$576,284

Appellant was present for this appeal. Appellant objected to the increase in their assessed valuation in comparison to the neighbor's land valuation being lower and both pieces of property are located in the same section and would like their valuation lowered to what theirs is. The Director of Equalization noted that all ag land values are derived from the soil they are on. The Director of Equalization provided the Board with a soils map showing the different soil types surrounding their property and a listing of all the different soil types in Codington County to prove equalization on this property. Motion by Waterman, second by Johnson, to concur with the Director of Equalization's recommended value; all voted aye; motion carried.

Name	DOE#	Assessor's Value	Appeal Value	Assessor's Recommendation
Michael & Violet Hurkes	16732	\$260,769	\$155,000	\$260,769

Appellant was present for this appeal. Appellant objected to the \$180,000 increase in the last 3 years, with nothing changing in the last 38 years with the house or the land, it is a small acreage and feels that is why it's so high. The appellant said it figures to be about \$9500.00/acre for pasture ground and the farm ground around his property they are being charged \$10.00/acre for taxes. His biggest complaint is raising from what they paid from last year to this year has doubled in price. The Director of Equalization noted that this property was part of the re-appraisal area 2 years ago and the recommended value is based on comparable properties and market value. The Director of Equalization also noted that there were over 120 small acreage sales over the past 2 1/2 years. The Director of Equalization provided the Board with data on 5 comparable properties. Johnson recused himself from voting on this item; Motion by Schweer, second by Waterman, to concur with the Director's recommended value; all voted aye; motion carried.

Name	DOE#	Assessor's Value	Appeal Value	Assessor's Recommendation
Anthony & Nancy Ryland	4500	\$85,081	\$61,081	\$85,081

Appellant was present for this appeal. Appellant stated that the houses that are around the property are less value. There are repairs that still need to be done to the house that she lives in, the upstairs and attic still need insulation. The house was built in 1921 and have been working on it for several years. The basement has cracks in the floor and there is water in the basement constantly and they are not able to use it. The water table is high in Waverly and the water that sits in her yard is ground water. There is no sewer system for services and the roads in the Village of Waverly are a muddy mess, they have removed the pavement and they are now gravel. The appellant arrived at the Appeal Value by how much it is going to cost to fix some of the things listed and took it off the Assessor's Value. The Director of Equalization provided the Board with data on 4 comparable properties. The Director of Equalization noted that her office staff will be doing a re-appraisal this summer in Waverly. Motion by Waterman, second by Schweer, to concur with the Director of Equalization's recommended value; all voted aye; motion carried.

Name	DOE#	Assessor's Value	Appeal Value	Assessor's Recommendation
Leon Fish	3874	\$540,045	\$400,000	\$540,045

Appellant was not present for this appeal. Appellant noted on the appeal form that the value is higher than independent appraisals. The Director of Equalization noted this property is located in Lake Township and was within the re-appraisal area last year and another big increase this year. The independent appraisals that were referenced were over 2 years old and the market has changed since that time. The Director of Equalization provided the Board with comparable sales to prove equalization. Motion by Johnson, second by Schweer, to concur with the Director of Equalization's recommended value; all voted aye; motion carried.

Name	DOE#	Assessor's Value	Appeal Value	Assessor's Recommendation
Larry & Linda Halse	179	\$441,426	\$395,000	\$439,534

Appellants were not present for this appeal. Appellant noted on the appeal form that the mobile home increased to \$47,930 and they do not believe it is worth that. The Director of Equalization provided the Board with comparable sales noting other mobile homes listed. Motion by Johnson, second by Schweer, to concur with the Director of Equalization's recommended value; all present voted aye; motion carried.

Name	DOE#	Assessor's Value	Appeal Value	Assessor's Recommendation
Jeremy Deville	17805	\$226,052	\$200,000	\$226,052

Appellant was not present for this appeal. Appellant noted on the appeal form that he doesn't think the assessed value is correct. No improvements have been done. No heat or concrete in building. The Director of Equalization noted this property was built in 2005 and haven't gained entry since it was built. This property was in the re-appraisal area 2 years ago. The Director of Equalization provided the Board with comparable sales to prove equalization. Motion by Schweer, second by Johnson, to concur with the Director of Equalization's recommended value; all voted aye; motion carried.

Name	DOE#	Assessor's Value	Appeal Value	Assessor's Recommendation
Jeremy Deville	17806	\$119,326	\$95,000	\$119,326

Appellant was not present for this appeal. Appellant noted on the appeal form that he doesn't think the assessed value is correct. Nothing has been done to this property since it was built. The Director of Equalization hasn't been able to gain entry to this property. The Director of Equalization provided the Board with comparable sales to prove equalization. Motion by Waterman, second by Johnson, to concur with the Director of Equalization's recommended value; all voted aye; motion carried.

Name	DOE#	Assessor's Value	Appeal Value	Assessor's Recommendation
Ray Hjermstad & Patricia Heim	4701	\$9,891	\$6,594	\$9,891

Appellants were not present for this appeal. Appellant noted on the appeal form there is no change in property. Still not able to be used for housing due to sewer. City has said no septic. The Director of Equalization provided the Board with information regarding the City of Florence won't allow them to build another house on this lot, no sewer or water on this piece. The Director of Equalization noted that if this lot were valued at full value, it would be over \$50,000 the Director has a value of \$9,891 because the local board lowered it in 2018. The Director of Equalization provided the Board with comparable sales to prove equalization. Motion by Waterman to lower the value to \$7,500. Waterman's motion failed due to a lack of a second. Motion by Schweer, second by Johnson, to concur with the Director of Equalization's recommended value; Gabel, Johnson, Schweer voted aye; Waterman voted no; motion carried.

STIPULATIONS

Motion by Johnson, second by Schweer, to approve the following stipulated changes as recommended by the Director of Equalization; all present voted aye; motion carried:

Name	DOE#	Assessor's Value	Stipulated Value
Prairie Lakes Mennonite Church c/o Brian Beach	16329	\$559,027	\$230,000 – purchase price
Gary Kliegel	4491	\$227,683	\$183,908 – listing price %

Lar Trust c/o Derek Miller	2930	\$113,282	\$56,346 – put house at storage value – will be destroyed
Daniel, Becky, James & Penny Thyen	4437	\$563,289	\$536,558 – building destroyed by storm
David Strang & Greg Wall	4425	\$780,336	\$767,946 – building destroyed by storm
Richard & Linda Heyduk	13880	\$111,631	\$102,661 – building destroyed by storm
Jeff & Amber Case	2654	\$75,412	\$26,394 – added flooding/water obs

OWNER OCCUPIED

Motion by Waterman, second by Schweer, to approve the following properties for owner occupied status; all voted aye; motion carried.

Name	DOE#
Yulanda K Seaboy	21259 - add
Kenneth or Lisa McGowan	20000 - add
RTH Classics LLC	9446 - add
Madeline Devine Sow	8070 - add

DISABLED VETERAN'S PROPERTY TAX EXEMPTION

Motion by Johnson, second by Waterman, to approve exemption status on properties which qualify for Disabled Veteran Exemption, all present voted aye; motion carried.

PARAPLEGIC VETERAN'S PROPERTY TAX EXEMPTION

Motion by Johnson, second by Waterman, to approve exemption status on properties which qualify for Paraplegic Veteran Exemption, all present voted aye; motion carried.

ELDERLY ASSESSMENT FREEZE EXEMPTION

Motion by Johnson, second by Schweer, to approve exemption status on properties which qualify for Elderly Assessment Freeze Exemption, all present voted aye; motion carried.

TAX EXEMPT PROPERTY APPLICATIONS

Motion by Johnson, second by Schweer, to approve the applications for annual tax-exempt status of a private organization, as recommended by the Director of Equalization, all present voted aye; motion carried.

RENEWABLE ENERGY RESOURCE CREDIT EXEMPTION

Motion by Johnson, second by Waterman, to approve the applications for renewable energy resources, as recommended by the Director of Equalization; all voted aye; motion carried.

BOARD ADJOURNS

There being no further business to come before this Board a motion was made by Johnson, second by Waterman, to adjourn at 2:14 p.m., as a 2023 Codington County Board of Equalization; all present voted aye; motion carried.

ATTEST:

Brenda Hanten
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 Board of Equalization, April 11, 2023

OFFICIAL PROCEEDINGS
 Codington County Consolidated Board of Equalization
 April 11, 2023 – 7:30 p.m.
 Watertown City Hall – Council Chambers
 23 2nd St NE, Watertown, SD 57201

The Codington County Consolidated Board of Equalization convened at 7:30 p.m., Tuesday, April 11, 2023, in the Chambers of the City Council at Watertown City Hall. Board members present were County Commissioners: Lee Gabel, Myron Johnson, and Randall Schweer; County Commissioner, City Council Members: Michael Danforth and Glen Vilhauer; City Council Member, Bruce Buhler, was present as a non-participating member; and Watertown School Board Member: Jean Moulton; Chairman Lee Gabel, presiding. Absent was County Commissioner Charlie Waterman. All Board members signed oaths of office. Codington County Director of Equalization, Shawna Constant, Appraisal and Office staff, were present. Codington County Auditor, Brenda Hanten, was present. Director of Equalization, Shawna Constant, gave opening remarks.

City Council Member Glen Vilhauer recused himself from voting in order to even the number of voting members.

County Commissioner arrived at 7:43 p.m. With the arrival of Commissioner Waterman, City Council Member, Glen Vilhauer, will become a voting member for the remainder of the meeting.

AGENDA

Motion by Johnson, second by Moulton, to approve the agenda; all present voted aye; motion carried.

APPEALS

The following appeals were presented:

Name	DOE#	Assessor's Value	Appeal Value	Assessor's Recommendation
Wilkeshire LTD Partnership	15495	\$2,915,594	\$1,734,521	\$2,915,594

Appellant, Mike Van Buskirk, a representative for Wilkeshire LTD Partnership, was present for this appeal via teleconference. Appellant objected the valuation increase on the basis of using the income approach with data from 2022 and 2023 and added an 8% capitalization rate to come up with their requested appeal value of \$1,734,521. The Director of Equalization noted to come up with an assessed value there are 3 different methods, the cost approach, the sales comparison approach and the income approach. The Director of Equalization informed the Board that her office uses the cost approach and the market to make any adjustments on top of that. The Director of Equalization provided the Board with comparable properties and sales and also comparable market rent properties to prove equalization, to determine increases over the years it has been regular neighborhood market increases. Motion by Johnson, second by Schweer, to concur with the value recommended by the Director of Equalization; all present voted aye; motion carried.

Name	DOE#	Assessor's Value	Appeal Value	Assessor's Recommendation
John & Adeline Conroy	20787	\$271,285	\$235,000	\$271,285

Appellant, Adeline Conroy, was present for this appeal. Appellant indicated that they feel it is quite high for the townhome that they live in, they haven't done anything with the basement since they have lived there, they use it for an apartment. The Director of Equalization advised the Board that this property is located in the Whispering Wind Townhomes, when these townhomes were first built there was an issue with the values, in 2021 the value was lowered and was adjusted again in 2022, this year's increase was due to a market. The Director of Equalization provided the Board with a spreadsheet showing the 8 townhomes that are by this property showing all of the assessed values to show that they are all assessed equally to prove equalization. Motion by Johnson, second by Vilhauer, to concur with the value recommended by the Director of Equalization; all voted aye; motion carried.

Name	DOE#	Assessor's Value	Appeal Value	Assessor's Recommendation
Darlene & Elton Bresson	6539	\$19,654	none given	\$12,113

Appellant, Darlene Bresson was present for this appeal. Appellant indicated that this is a bare lot and there is only trees, grass and flowers. In 2021 it was \$2,644, in 2022 it raised 20% to \$3,173 and 2023 the assessment went up to \$19,654, 519% increase and the lot hasn't changed. Lot 12 is the lot where their house is and lot 13 is the lot they are questioning. It is a pie shaped lot, the street side facing north is 73.94' and the south is 34', it is a corner lot and if you look at the city regulations, single family housing has to have 10,000 sq', this lot has 8376 sq'. Corner lots need to have 2 frontages, so the north part would need to be decreased facing North Lake Drive and the east side facing 54th St., all this information is to verify that this is a non-buildable lot because it doesn't meet city regulations. Also included with the information was the residential height and placement regulations in Chapter 21.10, City of Watertown's Summary of District Regulations. Appellant also included a list of comparable sales of land only in this area where this property is located but disagrees with the comparable sales due to the uniqueness of lot 13. The Director of Equalization stated that with the bare lot being next to their main house and is a continuation of their lot and the parameters would be taken into consideration and would look at the piece as a whole if they would apply for a building permit. The Director of Equalization provided the Board with comparable properties and sales to prove equalization. The Director of Equalization also stated that they offered to give the appellant a value if the lots would be combined and lower the value to \$12,113. Motion by Danforth, second by Johnson, to accept the Director's recommended value and lower the value on this property to \$12,113; all voted aye; motion carried.

Name	DOE#	Assessor's Value	Appeal Value	Assessor's Recommendation
Thomas & Cynthia Riddle	6528	\$44,058	\$10,000	\$44,058

Appellant was not present for this appeal. Appellant noted the following on the appeal form for this property: The lot is not the same as the neighbors because it needs dirt work and is not suitable for building. The Director of Equalization noted that the appellant is concerned about elevation for surrounding neighbors and the Director's Office looked and his lot is at the same elevation as surrounding property owners. The Director informed the board that there have been a lot of sales in this area and she needs to bring the values of the properties to where they should be. In 2006 the appellant purchased this lot for \$30,000. The Director of Equalization provided the Board with comparable sales to prove equalization. Motion by Vilhauer, second by Schweer, to concur with the value recommended by the Director of Equalization; all voted aye; motion carried.

Name	DOE#	Assessor's Value	Appeal Value	Assessor's Recommendation
Steven Erickson	11102	\$206,665	\$156,700	\$205,000

Appellant was not present for this appeal. Appellant noted on the appeal form that the home was built in 1950 and there were no improvements or updates & the home is located in a community housing neighborhood. The Director of Equalization mentioned that the appellant purchased this property and the former home owner qualified for an assessment freeze program and the tax bill showed a lower assessed value but the appellant does not qualify for this program. The Director of Equalization provided the Board with comparable sales to prove equalization. Motion by Danforth, second by Johnson, to concur with the Director of Equalization's recommended value; all voted aye; motion carried.

STIPULATIONS

Motion by Vilhauer, second by Moulton, to approve the following stipulated values as recommended by the Director of Equalization; all voted aye; motion carried.

Name	DOE#	Assessor's Value	Stipulated Value	
Shanna Brown	12104	\$246,138	\$193,449	purchase price plus market increase
Roger Becking	11063	\$263,749	\$240,000	purchase price
Bonnie Dailey c/o Natalie Lanning	16861	\$390,854	\$367,080	listing price
Robert & Catherine Gjerdingen	10041	\$359,694	\$182,500	purchase price & change in class
James & Pamela Thoms	12661	\$125,369	\$74,900	purchase price
Steven & Monica Buller	11908	\$348,812	\$288,800	purchase price
Tom Boldt	7023	\$176,673	\$130,000	assessment analysis

Walford Properties LLC	10823	\$121,026	\$103,984	assessment analysis
Richard Howard	6517	\$1,137,181	\$905,000	purchase price
Collin Franzky	10180	\$196,969	\$176,779	reappraisal
Sara Grabow	9934	\$507,323	\$320,000	purchase price
Ralph & Janice Endres	11886	\$452,546	\$416,275	added oversize obs
The Lofts LLC c/o Jesse Craig	9391	\$3,124,440	\$150,839	put on discretionary formula

BOARD ADJOURNS

There being no further business to come before this Board, a motion was made by Johnson, second by Schweer, to adjourn at 8:22 p.m., as a 2023 Consolidated Board of Equalization; all present voted aye; motion carried.

ATTEST:

Brenda Hanten
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 \$_____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department States Attorney

Name of traveling employee _____

Employee title Deputy SA's Employee status exempt _____ nonexempt x

Purpose of travel Attend States Atty Conference

Method of transportation Automobile

Destination _____

Departure date and time _____ Destination arrival date and time _____

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

Costs of travel

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

Lodging expense 123.00 + tax per night - partial Reimbursement

Meals partial Reimb. Registration _____

Other costs _____

Overtime costs involved in the requested travel Ø

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

Yes X No _____ If no, why _____

Is this travel a budgeted item? Yes X No _____

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____