

**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, December 10, 2024**

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 December 10, 2024, agenda
5. Action to approve the December 03, 2024, minutes of the Board of Codington County Commissioners
6. Action to approve FHWA Adjusted Urban Boundary map
7. Action to approve a request from Jenkins Living Center to serve alcohol to their employees for their Christmas Party
8. Action on a request to sell alcohol at a wedding event at the Extension Center
9. Action to approve resolution #2024-35 authorizing an application for BIG (Bridge Improvement Grant) funds for bridge ID #15-240-155
10. Discussion/possible action to authorize chair to sign Contract for Engineering Services with Banner Associates, Inc. for storage building improvements design
11. Monthly Reports
  - a. Auditor
12. Action to approve truck purchase for Highway Department
13. Action to approve purchase of a desk for Highway Department
14. Action to approve consultant agreement between Codington County Community Services and Krista Ateyo-Gortmaker
15. Discussion/possible action to approve glass doors for the Codington County Extension Complex, 2025 budgeted expense
16. Action to approve Resolution #2024-36 to remove NSF checks outstanding as county assets
17. Approve copier purchase for Treasurer's Office
18. Action to approve the Auditor's Acct. w/Treasurer and note monthly Register of Deeds fees
19. Action to approve revised TEGRA Consulting agreement for Jail Project
20. Action to approve abatement applications
21. Action to approve claims for payment
22. Action to approve automatic budget supplements
23. Action to approve personnel changes

**24. Action to approve travel requests**

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

**26. Old Business**

**27. New Business**

**28. Open**

**a. Public Comments**

**b. Commission Comments**

**29. 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)**

**30. 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 1<sup>st</sup> Ave SE  
Watertown, SD 57201**

December 03, 2024

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, December 03, 2024, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen, and Randall Schweer; Chair Schweer, presiding. The pledge of allegiance was led by Commissioner Johnson.

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

Chair Schweer 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 agenda for December 03, 2024, as posted; all voted aye; motion carried.

**MINUTES APPROVED**

Motion by Johnson, second by Gabel, to approve the minutes of November 26, 2024; all voted aye; motion carried.

**EMPLOYEE HEALTH INSURANCE PLAN REVIEW**

Kranz Insurance representative, Ray Kranz, met with the Board to review the County’s employee health insurance plan and renewable premium rates for 2025 coverage with Sanford Health Plan. Ray mentioned the increase for 2025 is 9.4%. The expected loss ratio for November 2023 through October 2024 is 129.07%. Sanford took in approximately \$1,123,571 in premiums and expects to pay out \$1,450,232 in claims for Codington County’s insureds during this period. This does not include any administrative costs.

**EMPLOYEE HEALTH INSURANCE RENEWAL**

Motion by VanDusen, second by Johnson, to approve employee health insurance premium renewal costs for 2025 with the Sanford Health Plan; all voted aye; motion carried.

<u>PLAN</u>	<u>TOTAL PREMIUM</u>
Single – option 1	\$1,033.10
Single – option 2	\$935.82
Single – option 3 – with HSA	\$734.92
Family – option 1	\$2,582.76
Family – option 2	\$2,339.56
Family – option 3 – with HSA	\$1,837.31

Motion by Gabel, second by VanDusen, to approve the 2025 employee health insurance premium employer/employee payment costs and continue the management of the HSA account with Health Equity and to pay the management fee up to \$3.00/per individual; all voted aye; motion carried.

<u>PLAN</u>	<u>COUNTY COST</u>	<u>EMPLOYEE COST</u>
Single – option 1	\$972.31	\$60.79
Single – option 2	\$935.82	\$0.00

Single – option 3 – with HSA	\$734.92 for premium, \$237.39 for HSA	\$0.00
Family – option 1	\$1,718.29	\$864.47
Family – option 2	\$1,707.45	\$632.11
Family – option 3 – with HSA	\$1,684.15	\$153.16

### MONTHLY REPORTS

**4-H/Youth Program Advisor, Jodi Loehrer**, updated the Board: Cloverbuds are meeting and there are 39 cloverbuds so far; members are still enrolling and re-enrolling in 4-H for the new year; shooting sports registration is open for archery, bb gun, air pistol and air rifle, all programs will begin in January 2025, air rifle will be holding some December night practices; plans are in the works for the Farm Show lunch counters, in need of one more overall chair, if interested, please call the Extension Office; 4-H has a display at the Watertown Optimist Club Winter Wonderland which is open Friday, Saturday and Sunday evening from 6-9 pm through December 22. **Veterans Service Officer, Todd Rose**, updated the Board: metrics for the month, 189 open claims (working claims) 90 pending action from VA, 242 completed (YTD), Hamlin 12 open (working claims) 6 pending from VA, 20 completed (YTD), currently working for 16 veterans and have completed 31 claims for veterans from outside our county; \$5,249 for the month of November 2024, increase in monthly compensation for veterans or their dependents YTD monthly increase \$130,937; \$148,048 for the month of November retro-payment to bring a claim current to monthly compensation YTD retro-payments \$1,236,579; 4 veteran DAV transports in November, 3 - currently scheduled for December, 8 drivers with 1 application submitted; as a reminder we don't track walk-ins or phone calls with general questions or concerns, the tracker is for claims/paperwork submitted for action along with transports; Veterans are urged to protect themselves against claim scammers, The South Dakota Department of Veterans Affairs (SDDVA), is urging veterans to be aware of fraudulent activities targeting those seeking benefits, Veterans should never pay anyone for assistance in filing an initial claim for benefits, before filing a claim or sharing personal information, veterans are advised to work with SDDVA, CTVSOs, VSOs, or a trusted attorney, veterans should not sign contracts to pay unauthorized individuals or companies a portion of their benefit payments, do not engage with those who refuse to complete a VA representations form (VA Form 21-22A), safeguard personal identity information and never share VA.gov or eBenefits login credentials; and avoid companies that advertise guaranteed benefits awards or special relationships with medical professionals; Codington County Vets Council meets tonight at the VFW; Codington County Veteran of the Year was Jerney Storm from the American Legion Post 17, he was presented with a Patriotic Flag ring donated by Makepeace Jewelry and KXLG also did a good news report of him on the radio; Veterans/Military Appreciation Event @ Joy Ranch co-hosted by Sea of Good Will and Watertown Area Community Foundation seemed to be received well and had a good showing for the first time conducting this event, plans are for this to be an annual event; will be attending an Hamlin County December Commission Meeting and review/renew contract and funding for 2025.

**Community Service Director, Sara Foust**, updated the Board: CARES/ERA - \$4,000.00 was received for administrative fees; the IMPACT (Individuals Making Positive Actions Can Thrive) Medicaid Reimbursement - \$2,698 for November; Community Service Office – Reaching Rural awarded \$1 million over 3 years for justice impacted people with substance disorders, will be applying for the Implementation Funding grant; attended the grantee convening event sponsored by South Dakota Community Foundation; planning a training to implement the Transition to Success case management model in the community; Systems of Care/Codington Connects – Interagency meeting will be meeting next week, Thursday at 9 a.m. at the police station, the Agency of the month is Chamber of Commerce for the Santaland display and Amanda Woodruff is individual of the Month for Rachel's Hope; Housing Summit was held with good results for prioritizing needs, will be working on next steps; Childcare – working with WDC & Klein Visioneering Group on a contract to address the complicated issues associated with childcare, want to create some partnerships for this effort, next meeting is December 18<sup>th</sup>; Centralized location – have identified a location and are working on a business plan; check out Codington Connects for more events and information about the community.

### SDSU 4-H YOUTH ADVISOR M.O.U.

Motion by Johnson, second by Gabel, to authorize the Chair to sign the Memorandum of Agreement between the SDSU Extension and Codington County for partial salary support of the 4-H Youth Advisor position, the M.O.U. remains the same as the 2024 contract with these two exceptions: all references to 4-H Youth Program Advisor from the previous agreement are now replaced with the new positional nomenclature of 4-H Educator and the county cost share amount for 2025 will be \$23,050.; all voted aye; motion carried.

#### **DEPARTMENT OF JUSTICE COMPREHENSIVE, OPIOID, STIMULANT, AND SUBSTANCE USE SITE-BASED PROGRAM GRANT**

Motion by Gabel, second by VanDusen, to accept and approve the Chair to sign the Department of Justice Comprehensive, Opioid, Stimulant, and Substance Use Site-Based Program grant in the amount of \$999,997.00 over a 3-year period, as presented by Sara Foust, Community Service Office Director; all voted aye; motion carried.

#### **HELPLINE CENTER CONTRACT**

Motion by Johnson, second by Gabel, to approve the Chair to sign a Purchase of Services Agreement between Codington County and the Helpline Center, in the amount of \$3,000.00, from December 1, 2024 through March 31, 2025; Sara Foust, Community Service Office Director, explained to the Board that this training will be necessary to implement the Transition to Success case management model that will be implemented with other social service agencies in Codington County; all voted aye; motion carried.

#### **SURPLUS OFFICE EQUIPMENT, RADIOS AND SALT/SPREADERS AT HIGHWAY DEPARTMENT**

Motion by Johnson, second by Gabel, to declare various keyboards, monitors, printers, NOAA weather radio, R-49 Astron RS-12A power inverter, various 2-way radios that no longer work, surplus to be destroyed; and Monroe 14' V-box spreader, model MSV 168-84-50, Monroe 14' V-box spreader, model MSV 168-84-50, Monroe 14' V-box spreader model MV 168-84-56 and Monroe 14' V-box spreader, model MV 168-84-56, surplus to be sold as scrap, as per request of interim Highway Superintendent, Lynn Solberg; all voted aye; motion carried.

#### **NON-UNION EMPLOYEES COLA**

Motion by Gabel, second by Johnson, to approve a 4% COLA, effective January 1, 2025, for all non-union County employees, excluding the Board of County Commissioners salaries, which will be approved at the Board's January 7<sup>th</sup>, 2025 meeting; all voted aye; motion carried.

#### **EMPLOYEE UNION/NON-UNION CONTRACT SUMMARY**

Human Resource Representative, Natalie Remund, presented the Board with a summary of negotiations and applicable changes for all employees (Union/Non Union), effective 1/1/2025, including but not limited to: all employees will receive a 4% COLA adjustment, increase sick leave payout upon retirement to 40%, or 480 hours, in the event of employee's death, the County will pay out forty percent (40%) of accumulated sick leave up to a maximum of 480 hours to the employee's estate, new employee insurance rate amounts. Highway Dept. – boot allowance of \$300.00 for the year. Sheriff's Dept. – new stipend amounts, on call compensation increase to \$180/week, uniform allowance increases to \$1100/year, paid on January check, increase vacation accrual limit for under 10 years to a maximum of 240 hours. Correctional Officers – part time shift differential to \$1.00/hour, uniform allowance increase to \$650/year, paid on January check. Note: the Union Contracts are 2-year contracts (1/1/2025-12/31/2026) with wage opener only for summer/fall 2025.

#### **HOLIDAY CLOSURES**

The Board noted the Court House and all County Offices will be closed on Monday, December 23<sup>rd</sup>, Tuesday, December 24<sup>th</sup>, and Wednesday, December 25<sup>th</sup>, 2024; and Wednesday, January 1<sup>st</sup>, 2025; per previously adopted policy.

#### **CLAIMS**

Motion by Gabel, second by VanDusen, to approve for payment the following claim; all voted aye; motion carried. Trav's Outfitter, Inc. - \$621.10.

**NEW BUSINESS**

Commissioner Gabel updated the Board, there will be meetings with the architect, construction manager, Sheriff, and Chief Correctional Officer to discuss needs also referred to as space program, once the space program is completed the architect will begin working on blue prints; survey of the property has been completed, with a groundbreaking in the Spring of 2025.

**OPEN**

Public comments – Kyle G. Horst, editor of Watertown Current, reported to the Board that the Watertown Current is a new publication that reports on local news and also shared his appreciation to the Board for all that they do.

**ADJOURNMENT**

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Gabel to adjourn at 9:55 a.m., all voted aye; motion carried.

ATTEST:

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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 \$\_\_\_\_\_



## Department of Transportation

Project Development  
700 E Broadway Avenue  
Pierre, South Dakota 57501-2586  
O: 605.773.3157 | F: 605.773.6608  
dot.sd.gov

November 21, 2024

Mayor Ried Holien  
23 2<sup>nd</sup> Street NE  
Watertown, SD 57201

SUBJECT: FHWA Adjusted Urban Boundary

Dear Honorable Mayor Holien:

As a result of the 2020 census, the U.S. Census Bureau has redetermined your community's census urban boundary. The Federal Highway Administration (FHWA) allows the urban boundary to be adjusted for transportation purposes, per the 2014 FHWA guidelines for the establishment, submission, and approval of urban area boundaries. These guidelines are defined at the following FHWA website:

<https://www.fhwa.dot.gov/policyinformation/hpms/hfcccpcfm> After review of the 2020 census urban boundaries and our knowledge of your community, the Department of Transportation is suggesting changes to FHWA adjusted urban boundary.

Attached is a map showing the 2020 Census Bureau urban boundary, the 2013 FHWA adjusted urban boundary, and the city limits (per the SD Department of Revenue) for your community. The suggested adjustment to the urban boundary is the blue highlighted polygon illustrated on the attached map but all the polygon layers on the map illustrate the proposed urban boundary. **Please review these proposed adjusted boundaries and provide comment back to the Department by November 27, 2024.** Feel free to make any adjustments for the best interest of your community, keeping in mind that any adjustment that is proposed must include the urban area determined by the Census Bureau. The Department of Transportation is willing to travel and meet with your staff for further explanation and assistance if desired.

After initial comments have been received, the Department of Transportation will create a map showing any further adjustments. If necessary, the Department of Transportation will facilitate a meeting with all involved parties to finalize the boundary. The Department will then create a final map with an attached certificate for approval signatures by all parties necessary.

Approval by both the city and county affected by the boundary adjustment is needed before approval from FHWA can be requested. Once the adjusted urban boundary has been approved by all parties involved, the South Dakota Department of Transportation will submit the urban boundary to the Federal Highway Administration for their consideration. The Federal Highway Administration has the final approving authority.

These adjusted urban boundaries are important as to the impact on the federal functional classification of the roadway network. The Department of Transportation will assist your staff with any functional classification changes after the urban boundary has been approved by FHWA and the roadway mileage within the boundary has been verified.

Feel free to contact Steve Gramm or myself at (605) 773-3157 or via email at [larry.dean@state.sd.us](mailto:larry.dean@state.sd.us) or [steve.gramm@state.sd.us](mailto:steve.gramm@state.sd.us) if you have any questions or comments.

Sincerely,



Larry Dean  
Planning Data Manager

Attachment

Cc: Amanda Mack, City Administrator  
Randy Schweer, Codington County Commission Chairperson  
Brenda Hanten, Codington County Auditor  
Steve Gramm, SDDOT  
Greg Heilman, FHWA



# FHWA Urban Boundary for Watertown Codington County, South Dakota 2024



Prepared by:  
**Project Development**  
South Dakota Department of Transportation  
October 2024

In Cooperation With The  
U.S. Department of Transportation  
Federal Highway Administration

**Legend**

- 2020 Census Defined Urban Boundary
- City limit Boundaries - Revenue
- 2024 Proposed FHWA Urban Boundary
- 2013 FHWA-Approved Urban Boundary
- Local Roads (NSTR)

CERTIFICATION AND APPROVAL OF THE  
APPLICABLE URBAN BOUNDARY

CERTIFICATION

I HEREBY CERTIFY THAT THE URBAN BOUNDARY FOR THE CITY OF WATERTOWN, SOUTH DAKOTA, AS SHOWN ON THIS MAP, WAS DEVELOPED IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION'S AND LOCAL POLICIES AND STANDARDS, AND IS IN ACCORDANCE WITH THE FEDERAL HIGHWAY POLICY GUIDE, 2013.

DIRECTOR, DIVISION OF PLANNING & ZONING

DATE: \_\_\_\_\_

APPROVAL

CHAIRMAN, BOARD OF CODINGTON COUNTY COMMISSIONERS

DATE: \_\_\_\_\_

SIGNATORY

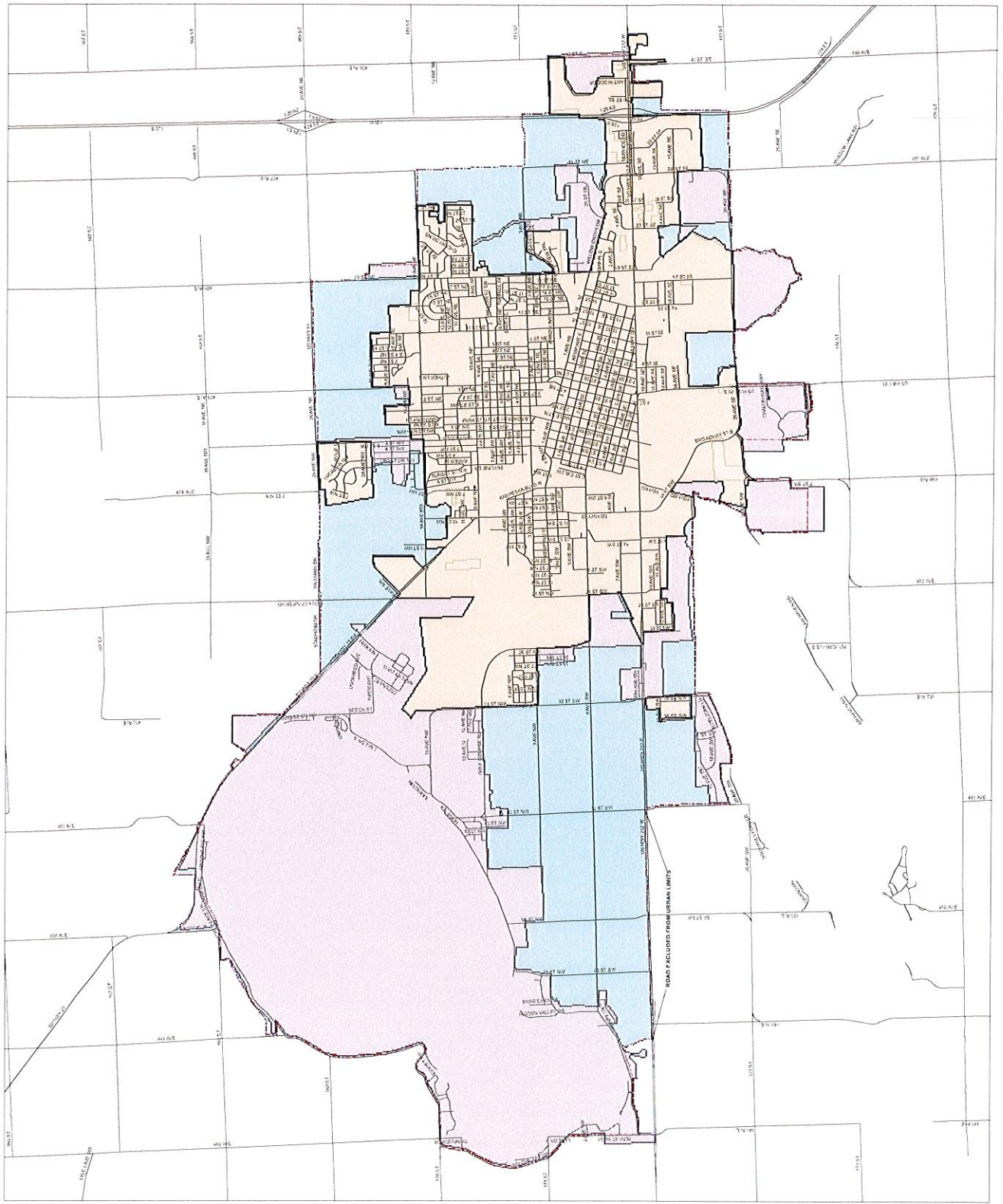
MAYOR, CITY OF WATERTOWN

DATE: \_\_\_\_\_

SIGNATORY

FEDERAL HIGHWAY ADMINISTRATION

DATE: \_\_\_\_\_



**2025 BRIDGE IMPROVEMENT GRANT PROGRAM  
RESOLUTION AUTHORIZING SUBMISSION OF APPLICATIONS**

WHEREAS, Codington County wishes to submit an application(s) for consideration of award for the Bridge Improvement Grant Program:

STRUCTURE NUMBER(S) AND LOCATION(S):

15-240-155

460th Ave. (Hwy 7), 0.5 miles north of 170th St.

and WHEREAS, Codington County certifies that the project(s) are listed in the county's Five-Year County Highway and Bridge Improvement Plan\*;

and WHEREAS, Codington County agrees to pay the **20 %** match on the Bridge Improvement Grant funds and 100% of ineligible expenses;

and WHEREAS, Codington County hereby authorizes the Bridge Improvement Grant application(s) and any required funding commitments. \*\*

NOW THEREFORE BE IT RESOLVED:

That the South Dakota Department of Transportation be and hereby is requested to accept the attached Bridge Improvement Grant application(s).

Vote of Commissioners/Council: Yes \_\_\_\_\_ No \_\_\_\_\_

Dated at \_\_\_\_\_, SD, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
County Auditor/City Finance Officer

\_\_\_\_\_  
Chairman/Mayor

**\*NOTES**

– not applicable for cities applying for the grant – simply mark 'NA'

**Minimum required for Bridge Improvement Grant is 20%; must match percent shown on application.**

**\*\*ATTENTION NEW 2025 REQUIREMENT: After receiving a grant award, the county/city and SDDOT will enter into a grant agreement within 30 calendar days of Transportation Commission award. Failure to sign a grant agreement may result in the Transportation Commission reallocating available grant funds to another eligible applicant within the associated grant cycle.**

**RESOLUTION 2024-35**

**BRIDGE IMPROVEMENT GRANT PROGRAM  
RESOLUTION AUTHORIZING SUBMISSION OF APPLICATIONS**

**WHEREAS**, Codington County wishes to submit an application for consideration of award for the Bridge Improvement Grant Program:

STRUCTURE NUMBER AND LOCATION:

Str. No. 15-240-155  
460<sup>th</sup> Ave. (Hwy 7), 0.5 miles north of 170<sup>th</sup> St.

**AND WHEREAS**, Codington County certifies that the project is listed in the county's Five-Year County Highway and Bridge Improvement Plan, and

**AND WHEREAS**, Codington County agrees to pay the 20% match on the Bridge Improvement Grant funds; and 100% of ineligible expenses;

**AND WHEREAS**, Codington County hereby authorizes the Bridge Improvement Grant application(s) and any required funding commitments.

**NOW THEREFORE BE IT RESOLVED:**

That the South Dakota Department of Transportation be and hereby is requested to accept the attached Bridge Improvement Grant application(s).

Vote of Commissioners:            Yes \_\_\_\_\_            No \_\_\_\_\_

Dated at Watertown, SD, this 10<sup>th</sup> day of December, 2024

\_\_\_\_\_  
Randall Schweer  
County Commission Chair

ATTEST:

\_\_\_\_\_  
Brenda Hanten  
Codington County Auditor



Banner Associates, Inc.  
409 22nd Ave So, Box 298  
Brookings, SD 57006  
Tel 605.692.6342  
Toll Free 855.323.6342  
[www.bannerassociates.com](http://www.bannerassociates.com)

November 27, 2024

Mr. Lynn Solberg  
Codington Co. – Interim Hwy Superintendent  
1201 10<sup>th</sup> St. NW  
Watertown, SD 57201

Re: Letter of Contract Proposal – Storage Building Improvements Design  
Watertown, South Dakota

Dear Mr. Solberg:

Banner Associates, Inc. ("Banner") is pleased to submit this letter of contract proposal for engineering and architectural services of improvements to the truck storage building for the county highway shop.

Project Understanding:

It is Banner's understanding that the highway department would like to improve the truck storage space of the shop building. The primary improvements would include:

- review of structural framing for potential layout changes,
- concrete floor,
- floor drains,
- insulating the building,
- installation of interior wall and ceiling sheeting,
- replacing exterior wall sheeting,
- heating,
- replacing pavement along the east side of the building.

Based on budget numbers, it appears the project may require construction of the work in 2 phases. Banner will package improvements to efficiently utilize the funds available for the phases of the work.

Scope of Services:

1. Banner shall provide an updated opinion of probable cost for the improvements to be used in budgeting.
2. Banner shall prepare construction documents to allow for public bidding of the project. Construction documents shall include:
  - a. Drawings include general notes, floor plans, sections and details for structural, architectural, mechanical and electrical disciplines.
  - b. Project manual with construction contracts and technical material specifications.
3. Banner shall assist in bidding the project and answering questions of bidders.



- 4. Banner shall perform construction contract administration including shop drawing review, progress meetings and necessary site visits.

Exclusions:

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

- Furniture, Furnishings and Equipment (FF&E) Design.
- Building Permits;
- Geotechnical Exploration (Soil Borings, etc.)
- Testing Services (such as concrete tests, soil compaction tests, etc.);

Client Obligations:

- Owner supplied data or documents necessary for floorplan layout.
- Accessibility to building for compiling required building data to finalize plans.

Architectural / Engineering Services Compensation:

We are proposing to complete the work based on our Standard hourly rates with the following not to exceed limits. These limits would include design, bidding and construction administration for second phase of work to likely be bid in 2026.

Opinion of Probable Cost, Design and Construction Documents	\$73,200
Construction Administration	\$15,100
<u>Mechanical/Electrical Sub-consultant (Lump Sum)</u>	<u>\$20,000</u>
Total	\$108,300

These fees do not include cost for any permits required for construction, reimbursable expenses (such as mileage, per diem, copies, etc.) or applicable taxes. Any additional work that falls outside this scope will be billed separately based on our hourly rates in accordance with the attached fee schedule.

Proposed Time Schedule for Submittals to Owner:

The proposed schedule is to provide the Owner with Construction Documents to be prepared with the intent to bid the first phase of the project in February of 2025 with construction to occur in the summer/fall of 2025. Any necessary second phase would likely be prepared with a similar timeline in 2026.

This Letter of Contract incorporates and includes Banner’s Standard Hourly Labor Rates & General Conditions.



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

Sincerely,

Pat Carey, PE  
Senior Vice President  
Banner Associates, Inc.

Adam Hanson, PE  
Structural Department Head  
Banner Associates, Inc.

Enclosure:

- 1. Schedule of Labor Rates/General Conditions

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this \_\_\_\_\_ day of \_\_\_\_\_

Client: \_\_\_\_\_

Business: Codington County

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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



2901 WEST 60TH STREET N  
 SIOUX FALLS, SD 57107-0817  
 Phone: (605)336-2995  
 Fax: (605)336-2999  
 www.istatetruck.com

**BILL OF SALE**

Invoice Number: V261008347  
 Invoice Date: 11/26/2024  
 Date Delivered: 11/26/2024  
 Salesperson: CHRISTOPHER SCHRUM  
 PO #:



**PURCHASER**  
 130984  
 COUNTY - CODINGTON HWY DEPT  
 1201 10TH ST NW  
 WATERTOWN, SD 57201

**CUSTOMER/LEASE**  
 130984  
 COUNTY - CODINGTON HWY DEPT  
 1201 10TH ST NW  
 WATERTOWN, SD 57201

**LIENHOLDER**

STOCK #	YEAR	MAKE	MODEL	VIN	ENGINE S/N	UNIT PRICE	AMOUNT
808501	2025	FREIGHTLINER	114SD	3ALMG3DVXSDVX9405	471952S1197144	Sales Price	143,792.00
						F.E.T.	0.00
						Ext Warranty	0.00
						Title/Registration Fee	0.00
						Sales Tax	0.00
						Freight	0.00
							<b>143,792.00</b>

CUSTOMER RESPONSIBLE FOR FET IF APPLICABLE (GOVT)

Sales Price	143,792.00
F.E.T.	0.00
Ext Warranty	0.00
Title/Registration Fee	0.00
Doc Fee	0.00
Freight	0.00
Sales Tax	0.00
Transit Tax	0.00
<b>Total Price</b>	<b>143,792.00</b>
Less Down Payment	0.00
Less Trade Equity	0.00
<b>Total Due</b>	<b>143,792.00</b>

\_\_\_\_\_  
 Buyer's Signature                      Date

\_\_\_\_\_  
 Seller's Signature                      Date

This document is subject to the General Terms and Conditions, the Mechanic's Lien Rider, the Abandoned Vehicle Rider, the Storage Fee & Lien Rider, Tampered Emissions Systems Policy, and Code of Conduct, which are expressly incorporated herein by reference, and are available at: <http://www.istate.com/terms-conditions> or in hard copy upon request.  
 All claims must be accompanied by this invoice. Diagnostic and Technical service charge may apply.

**Please Remit Payment to:**  
 I-State Truck Center  
 Attn: Accounts Receivable  
 1340 Corporate Center Curve  
 Eagan, MN 55121

**Visit us at a location near you:**

ITC Sioux City, IA	ITC Missoula, MT
ITC Blaine, MN	ITC Bismarck, ND
ITC Farmington, MN	ITC Sioux Falls, SD
ITC Inver Grove Heights, MN	ITC Watertown, SD
ITC Billings, MT	ITC Madison, WI
ITC Great Falls, MT	ITC Marshfield, WI



**office peeps**  
FURNISHING SPECIAL

807 S. BROADWAY | WATERTOWN . SD | 800.658.3541

**Prepared For:**  
Codington County





**Territory Manager:** Chris Geringer

Page 1 of 3  
12/5/2024

Watertown 57201

**Lori's Desk**

Prepared By: Katie Woodard  
Director of Interior Design

Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended Sell
1	1	Z4272EB3L	42"d x 72"w x 29.5"h, Extended Corner, Single Pedestal, Bow Top Desk, Box/Box/File Left, Faux Pedestal Right, ZIRA	\$2,137.00	\$1,140.00	\$1,140.00
						
2	1	Z214216BR	21"d x 42"w x 29.5"h, Bridges, Space Saver, Right w/16" Throat, ZIRA	\$447.00	\$239.00	\$239.00
						
3	1	Z2472T	24"d x 72"w x 29.5"h, Freestanding Tables w/2 Full End Panels, ZIRA	\$926.00	\$507.00	\$507.00
						
4	1	Z15L2ES	23.4"d x 15"w x 28.5"h, Storage Shell w/2 File Drawers, ZIRA	\$791.00	\$422.00	\$422.00
						

Initials: \_\_\_\_\_

Prepared For:  
Codington County

Territory Manager: Chris Geringer

Page 2 of 3  
12/5/2024

Watertown 57201

Lori's Desk

Prepared By: Katie Woodard  
Director of Interior Design

Line #	Qty	Part Number	Part Description	List Price	Sell Price	Extended Sell	
						<b>Subtotal:</b>	\$2,308.00
x							
5	1	install	delivery/assembly	\$150.00	\$150.00	\$150.00	

**Subtotal:** \$150.00

**Total List:** \$4,451.00

**Total Sell:** \$2,458.00

Initials: \_\_\_\_\_

Prepared For:  
Codrington County

Territory Manager: Chris Geringer

Page 3 of 3  
12/5/2024

Watertown 57201

Lori's Desk

Prepared By: Katie Woodard  
Director of Interior Design

Line #	Qty	Part Number	Part Description
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List Price	Sell Price	Extended Sell
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Thank you for the opportunity to offer you this proposal.  
Products are considered a special order and are not returnable.  
Pricing is subject to change due to vendor/material increases.  
Sales Tax not included, Install estimate included upon request.

A deposit of 50% is required on furniture orders over \$5000.  
Office Peeps  
807 S Broadway, PO BOX 907  
Watertown, SD 57201

Installation available \$75.00 per man hour.  
Travel to project site \$40.00 per man hour.  
Interior Design & CAD services are available, \$75.00 per hour.

Your signature below authorizes Office Peeps to proceed with your order:

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Total List: \$4,451.00  
Total Sell: \$2,458.00

Intials: \_\_\_\_\_



**Brian's Glass & Door, LLC**

**Proposal**

533 First Avenue NW, No. 4  
P.O. Box 743  
Watertown, South Dakota 57201-0743  
Phone 605-886-5328 800-886-5328  
FAX 605-886-5234

Codington County Building Maint

DATE 11/27/24

Steve Molengraaf 881-9386

PAGE OF

codmain@codington.org

REFERENCE Extension Building

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION:

QUANTITY	DESCRIPTION	UNIT PRICE
2.00	<p>Items Included and Installed</p> <p>6'0" x 7'0" Pair of alum doors, Clear color Complete with, 3 Falcon door closers ( Reuse automatic on west ) Medium stile with CVR first choice panics round offset pulls 1" Clear insulated glass</p> <p style="text-align: right;">Total, Excise tax included</p> <p>( IF NEW AUTOMATIC IS NEEDED ADD \$ 2,600.00 )</p>	<p style="text-align: right;">\$ 11,280.00</p>

DELIVERY

F.O.B.

TERMS:

\*Quotes are valid for 30 days\*

RESPECTFULLY SUBMITTED,

BY \_\_\_\_\_



Glass Products  
 125 5th St NE  
 Watertown, SD 57201  
 P: 605-882-2344  
 F: 605-882-2373  
 E: INFO@GLASSPRODUCTSINC.COM

**Estimate**

Estimate #: E-241709  
 Date: Nov 26, 2024  
 Estimator: ANTHONY KNEELAND

**Customer:** COORINGTON CO EXTENSION OFFICE  
 P.O. BOX 998  
 WATERTOWN, SD 57201

**Contact:** SCOTT  
**Phone:** 605-881-6357  
**Email:** codmain@coorington.org

**Job Name:** DOOR REPLACEMENT SERVICES  
**Description:**

**Site Address:** 1510 WEST KEMP AVE  
 WATERTOWN, SD, 57201

EXTENSION OFFICE DOORS NEED TO BE  
 REPLACED WITH COMMERCIAL STORE  
 FRONT DOORS WITH PANIC BARS SCOTT  
 IS GOING BY 2:00 PM EVERY DAY.

Qty	Description	Part # / Size	Total Size	Unit Price	Total Price Tax
2	Provide and install new aluminum doors on the north side of extension building doors are clear aluminum with clear low-E insulated tempered glass hardware to be replaced with new closers	60 X 7 0"	Each	\$3,979.00 each	\$7,958.00 T
<b>Subtotal:</b>					\$7,958.00
2% City & 4.2% State Tax @ 6.20% :					\$493.40
<b>Total:</b>					<b>\$8,451.40</b>

**Customer Acceptance and Approval**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Name \_\_\_\_\_

Please return this form via email to:

RESOLUTION #2024-36

FOR THE ESTABLISHMENT OF REMOVAL OF ASSET

WHEREAS, by motion of the Board effective December 10, 2024, the Codington County Commissioners establish the removal of assets for non-sufficient fund checks presented to Codington County pursuant of SDCL 7-11-4.2; and

NOW THEREFORE BE IT RESOLVED, that the Codington County Treasurer's Office and Codington County Auditor's office remove the asset of insufficient fund or no-account checks in the amount of \$1,860.23. (A list is on file with the Codington Count Treasurer's Office.)

Dated this 10<sup>TH</sup> day of December 2024.

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Randall Schweer, Chairman

Codington County Board of Commissioners

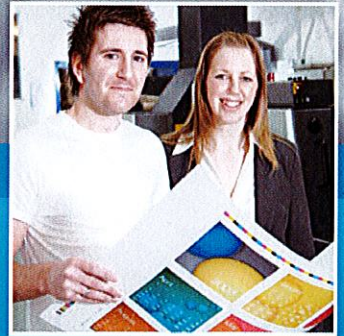
ATTEST

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Brenda Hanten, Codington County Auditor



Business Solutions



## Document Assessment Proposal and Investment Plan

EXCLUSIVELY FOR  
Cordington County Treasurer

**December 4, 2024** | Pricing information included in this proposal is valid for 30 days.

The contents of this proposal include confidential, trade-secret information and are solely intended for the use of Cordington County Treasurer. The contents herein may not be reproduced without full, specific, written permission of A&B Business Solutions. This is a proposal only and is intended to be informative in nature. Actual contract terms and conditions, as well as final pricing, may change, and will be submitted upon request.



## Investment Pricing & Savings

Quantity	Make	Model	Description
1	Toshiba	E-STUDIO3025AC	Toshiba e-studio 3025ac
1	Toshiba	E-STUDIO3025AC	Surge Protector ESPS1
1	Toshiba	E-STUDIO3025AC	DOCUMENT FEEDER, DUAL SCAN
1	Toshiba	E-STUDIO3025AC	Copier Stand
<b>FINANCIAL SUMMARY:</b>			
		<i>RETAIL PRICE:</i>	\$ 22,443
		<i>DISCOUNT/TRADE:</i>	- \$ 18,463
		<b>PURCHASE PRICE:</b>	<b>\$ 3,980</b>

## Investment & Agreement Details

- Pricing above includes machine, accessories, initial supplies, delivery, installation and on-site training
- **Monthly Service Agreement: \$51.00 Per Month**
- All parts, labor, toner, maintenance, and service are included (excludes paper & staples)
- Includes 2,000 mono pages and 450 color pages monthly (additional pages at \$0.0121 for mono and \$0.0595 for color)
- Includes print monitoring system to capture print volumes and machine status automatically
- Flexible upgrades as business changes occur
- Free removal & disposal of outdated copiers



**AUDITOR'S MONTHLY SETTLEMENT WITH TREASURER  
CODINGTON COUNTY  
DATE: December 2, 2024**

**CASH ON HAND IN TREASURER'S OFFICE**

Silver and Pennies.....	\$114.45
Ones.....	\$189.00
Fives.....	\$350.00
Tens.....	\$550.00
Twenties.....	\$1,420.00
Fifties.....	\$100.00
Hundreds.....	\$6,500.00
Cash Items.....	\$1,241.27
Credit Card Charges.....	\$16,635.68
Checks.....	\$89,158.08
<b>TOTAL CASH ON HAND</b>	<b>\$116,258.48</b>

**CHECKING ACCOUNT BALANCE:**

<u>Reliabank (Memorial Park)</u>	\$1,896.75
<u>Reliabank Dakota</u>	\$29,887,997.56

**INVESTMENTS:**

<u>SD Public Funds Investment Trust</u>	\$1,059.13
<u>Plains Commerce Bank CD's</u>	\$1,533,203.54

**OTHER ACCOUNT BALANCES: \$31,424,156.98**

**GRAND TOTAL CASH AND BALANCES: \$31,540,415.46**

**GENERAL LEDGER CASH AND INVESTMENT BALANCES BY FUNDS:**

General Fund	\$21,379,748.38
General Fund restricted cash	\$500,000.00
Sp. Revenue Funds	\$7,890,987.03
Sp. Revenue Funds restricted cash	\$0.00
Custodial Funds	\$1,769,680.05

**TOTAL GENERAL LEDGER CASH \$31,540,415.46**

## AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

To the Honorable Board of County Commissioners, Codington County:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of the County of Codington as of the last business day in November 2024.

Cash on Hand	\$9,223.45
Checks in Treasurer' possession less than 3 days	\$89,158.08
Credit Card Charges	\$16,635.68
Cash Items	\$1,241.27
<b>TOTAL CASH ASSETS ON HAND</b>	<b>\$116,258.48</b>

RECONCILED CHECKING	
Reliabank (Memorial Park)	\$1,896.75
Reliabank Dakota	\$29,887,997.56
INVESTMENTS	
SD Public Funds Investment	\$1,059.13
Plains Commerce Bank CD's	\$1,533,203.54

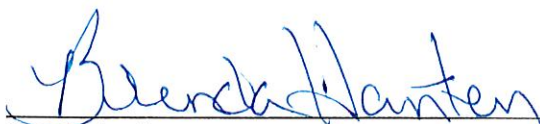
<b>TOTAL CASH ASSETS</b>	<b>\$31,540,415.46</b>
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### GENERAL LEDGER CASH BALANCES:

General	\$21,379,748.38
General restricted cash	\$500,000.00
Sp. Revenue	\$7,890,987.03
Sp. Revenue restricted cash	\$0.00
Custodial	\$1,769,680.05
Schools	\$ 1,039,702.55
Townships	\$ 48,694.43
City/Towns	\$ 162,435.18

<b>TOTAL GENERAL LEDGER CASH</b>	<b>\$31,540,415.46</b>
----------------------------------	------------------------

Dated this 2nd day of December 2024

  
\_\_\_\_\_  
County Auditor

FBI  
CODINGTON COUNTY  
CO. 1000 1000 1000

OFFICIAL STATEMENT OF FEES COLLECTED  
REGISTER OF DEEDS STATEMENT OF FEES COLLECTED DURING THE MONTH  
OF NOVEMBER, 2024

The sum of **\$32,757.60** in fees has been collected by me as Register of Deeds for NOVEMBER, 2024

Ann Rasmussen being duly sworn, deposes and says that she is the Register of Deeds in and for CODINGTON COUNTY, State of South Dakota; that the foregoing statement is a true and correct report of all fees collected by me as such Register of Deeds, as required by law, during the month of NOVEMBER, 2024

*Ann Rasmussen*

Register of Deeds

Subscribed and sworn to before me this 2<sup>nd</sup> day of December 2024

*Brenda Harten*

**CERTIFIED BIRTHS**

State Children's Fund (\$2.00)	\$ 228.00
County General Fund (\$5.00)	\$ 570.00
State EVRSS Fund (\$5.00)	\$ 570.00
State General Fund (\$3.00)	\$ 342.00
<b>TOTAL</b>	<b>\$ 1,710.00</b>

**CERTIFIED DEATHS**

County General Fund (\$5.00)	\$ 505.00
State General Fund (\$4.00)	\$ 404.00
State EVRSS Fund (\$6.00)	\$ 606.00
<b>TOTAL</b>	<b>\$ 1,515.00</b>

**Receipt Totals**

By Date: 11/1/2024 12:00:00 AM - 11/27/2024 11:59:59 PM; Departments: All; Cash based.

Codrington County  
Sunday, December 1, 2024 10:19 AM

**Summary:**

**Receipt Item Totals**

	Paid	Charged	Debited	Total
Document:	\$26,464.00	\$780.00	\$0.00	\$27,244.00
Non Document:	\$3,595.00	\$1,412.00	\$0.00	\$5,007.00
<b>Subtotal:</b>	<b>\$30,059.00</b>	<b>\$2,192.00</b>	<b>\$0.00</b>	<b>\$32,251.00</b>

**Payment on Account Totals**

Applied:	\$2,698.60
Refunded:	\$0.00
Unposted:	\$0.00
<b>Net Posted:</b>	<b>\$2,698.60</b>

**Payments & Refunds**

ACH:	\$18,429.00
Cash:	\$2,301.00
Check:	\$12,012.60
Money Order:	\$15.00
<b>Total:</b>	<b>\$32,757.60</b>

**Revenue Account Activity**

	Total Received	Paid on Receipt	Applied from POA	Adjusted
101-0-321.00	\$50.00	\$50.00	\$0.00	\$0.00
101-0-341.21	\$7,260.00	\$6,535.00	\$725.00	\$0.00
101-0-341.22	\$18,624.00	\$18,624.00	\$0.00	\$0.00
229-0-321.00	\$150.00	\$150.00	\$0.00	\$0.00
726-0-209.00	\$2,150.00	\$1,570.00	\$580.00	\$0.00
101-0-341.29	\$3,073.60	\$1,825.00	\$1,248.60	\$0.00
250-0-341.21	\$870.00	\$783.00	\$87.00	\$0.00
769-0-209.00	\$580.00	\$522.00	\$58.00	\$0.00
<b>Total:</b>	<b>\$32,757.60</b>	<b>\$30,059.00</b>	<b>\$2,698.60</b>	<b>\$0.00</b>

**CODINGTON COUNTY JAIL PROJECT**

**CONSULTING AGREEMENT  
AMENDMENT #1**

Consulting Agreement between Codington County, SD and The TEGRA Group, Inc. dated January 24, 2024

**AMENDMENT #1** dated December 2, 2024

The parties agree to amend Paragraph 4 Payment and Invoices as follows:

TEGRA to provide Step Two Services outlined in attached Exhibit B for a fixed fee of five hundred and fifty-eight thousand six hundred dollars (\$558,600) which is 1.5% of the total project cost of thirty-seven million two hundred and forty thousand dollars (\$37,240,000). This fee is payable in monthly installments of twenty thousand six hundred and eighty-eight dollars (\$20,688) each. TEGRA to submit monthly invoices to COUNTY beginning December 1, 2024. If the project is completed in less than 27 months, the remaining balance of the fees will be payable 30 days after the Certificate of Occupancy is granted. If the project extends beyond 27 months, the final payment will be held until 30 days after the Certificate of Occupancy is granted.

The parties agree to amend Paragraph 5 Expense Reimbursement as follows:

TEGRA will be reimbursed for routine out of pocket expenses such as lodging, food, and mileage reimbursement (mileage rate as published by IRS). Reimbursable expenses will be invoiced to COUNTY monthly. TEGRA to submit receipts or supporting documentation for each requested reimbursement. Expenses other than mileage, food, and lodging require prior written authorization by the County.

CODINGTON COUNTY

TEGRA GROUP

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Richard Strassburg

Title: \_\_\_\_\_

Title: President/Partner

ATTEST:

\_\_\_\_\_  
Auditor

## Exhibit B

### Step Two Scope of Services Codington County Jail Project

- A. **General Project Administration** – TEGRA to coordinate day-to-day project administration with the County Designated Representative who shall serve as TEGRA’s primary contact. Develop internal and external project team structure with defined roles and responsibilities; Coordinate meeting times and lead project meetings; Confirm that design professionals and construction managers supply record copies of project related correspondence, contracts and documents, drawings, specifications, addenda, change orders, shop drawings, as well as documentation of all required testing and quality control inspections. TEGRA to provide any project related documents to the County Designated Representative upon request that the design professionals and construction managers did not provide.
- B. **Project Communications** – Act as the “project point person” on behalf of the County for communication with the architect/engineer (“AE”), construction manager (“CM”), vendors and service providers; Prepare and respond to emails, texts and phone calls; Monitor AE and CM for contract compliance regarding communication requirements. TEGRA to coordinate with County’s Designated Representative for communications with Commissioners and staff members.
- C. **Stakeholder Meetings** – Assist Commission’s Designated Representative with preparation for stakeholder meetings (develop agendas, action item logs, executive summaries, etc.); Attend and participate in meetings with County Commissioners, and community members as requested by the County Designated Representative.
- D. **Team Assembly** – Organize and lead the selection process for quality assurance testing, commissioning agent, other consultants and service providers as needed. Assist in the preparation and publishing of RFPs, review proposal responses, provide comparative analysis of proposals, develop score cards for interviews, prepare record document of selection for each selection process.
- E. **Contractual Agreements** – Orchestrate and assist the County in the review and negotiation of project related contract agreements and amendments; Interface with project legal advisors to document agreed upon terms and conditions; Consult with the County’s legal advisors on various issues as needed throughout the process.
- F. **Master Budget Administration** – Develop a comprehensive project budget; Update and expand the project budget as the program becomes more defined; Develop and periodically update cash flow projections; Assist Commissioners in determining appropriate contingencies for each phase of the project; Periodically update the Master Budget to reflect approved revisions.

- G. Cost Control** – Identify potential financial and schedule risks; Review AE Additional Services requests, negotiate as needed and make recommendations to Commissioners. Assist the AE team in their review, evaluation and negotiation of CM change order requests; Track pending changes, looming risks, and analysis of budget/contingency; Review, negotiate and recommend approval of change order requests and maintain a log of all change orders in the following categories: (a) unforeseen conditions (b) errors and omissions (c) code and regulatory or (d) owner changes; Review AE Additional Services requests, negotiate as needed and make recommendations to County Designated Representative.
- H. Project Accounting** – Provide comprehensive financial accounting for the project; Beginning at the time of the CM Notice to Proceed and continuing until project completion, provide a monthly Draw Request Report that includes a monthly draw request master spreadsheet, comprehensive invoice summary and copies of all project invoices approved for payment that month; Monthly Draw Request spreadsheet to include the following for each vendor (a) original approved budget, (b) previous month budget, (c) budget revisions for the month, (d) current budget, (e) payment this application, (f) retainage, (g) total paid to date, (h) amount under contract, (i) funds available to finish and (j) percentage complete; Invoice summary to include a complete listing of all current and past invoices; Provide a copy of project invoices; and reconcile project cost accounting with County's Accounts Payable staff.
- I. Design Process Management** – Provide day-to-day project management throughout the design phase with activities such as setting up and organizing design meetings, reviewing design and providing experience based recommendations; Direct the AE team to benchmark proposed design with comparable existing similar facilities if appropriate; Keep County abreast of looming design decisions and provide appropriate feedback to the design team; Assist in the review of drawings and specifications for compliance to Program requirements; Promote day-to-day interaction between the CM and AE during the design process so design decisions are presented with corresponding CM provided cost estimates; Assist with building consensus among the Stakeholders to facilitate timely decisions; Facilitate value engineering, cost benefit analysis, life cycle analysis with the AE, CM; and Monitor AE for compliance with contractual responsibilities.
- J. Schedule Management** – Refine the conceptual master project schedule in conjunction with AE, CM and County; Create an organized and systematic design approval sequence with the AE team to expedite design approvals; Coordinate schedules for obtaining approvals from regulatory entities; Compile and update schedule milestones for all design phases, design reviews, bidding/proposal activities, lead times for fixtures and equipment, coordination of activities outside construction, and coordination of key decision points with the County; Monitor vendors, service providers and contractors for schedule compliance and report deviations to the County Designated Representative; Facilitate development of schedule recovery plans if needed.

- K. Construction Estimating and Bid Process** – Oversee the CM during the design phase; Facilitate obtaining day-to-day cost input and periodic formal detailed cost estimates during the design process; Assist CM and AE with development of bid package strategy, constructability reviews and obtaining energy rebates if available; Review the proposed “Cost of the Work” in proposed Guaranteed Maximum Price (“GMP”) package and facilitate the coordination of the Construction Documents, CM’s Assumptions and Clarifications, allowances, bid alternates, and corresponding CM provided cost estimate; Assist legal advisors with the development of the CM agreement and amendments.
- L. Requests for Payment** –Walk the job site, review, validate, and provide recommendations to the County on each contractor pay application certified by the design team and take necessary action such that correct retainage is withheld and recorded prior to recommendation of approval of a pay application; Review each submitted vendor invoice against amount under contract and paid to date on Monthly Draw Request; Make invoice and pay application approval recommendations to the County.
- M. Quality Assurance and Job Site Safety** – Assist AE team in structuring a program for quality assurance, contract compliance, mock-ups, and field testing; Recommend peer review of plans and specifications if appropriate; Review notices of defective work, review remedies and coordinate approval from AE for all corrective work; and review the CM proposed site-specific safety plan, monitor CM safety reports of recordable accidents.
- N. Risk Management** –Assist in the review of construction bonds and insurances to address conformance with County requirements; Identify and assess risks throughout the process and work with the County, AE and CM to develop a risk mitigation plan as needed.
- O. Construction Observation** – Attend and represent the County in job site meetings and job site walk thru meetings (typically bi-weekly); Observe job site conditions, progress, staffing, quality, and contract compliance; Assist with identifying problems/challenges and provide experienced based recommendations to day-to-day issues; Monitor Construction Change Directives, Construction Bulletins, RFI submittal log, shop drawing submittal log, CM submittal log, samples and mock ups.
- P. Furniture, Fixtures, and Equipment (FF&E)** – Work with the AE team and staff to define the FF&E budget and product specifications for items that will be included in the Project; Coordinate with County’s IT staff (or third party IT coordinator/advisor) regarding the design, procurement and installation of all technology systems; Assist County in the FF&E selection process; Monitor compliance with County’s procurement process; Develop comprehensive FF&E master spreadsheet that includes description of item, quantity, budget, actual bid price, and dates for procurement process, delivery and installation.
- Q. Project Close Out** – Assist the AE with determination of dates for substantial and final completion; Schedule inspections/walk-throughs and coordinate with design team on list of incomplete, unsatisfactory, and non-conforming “punch list items” required for final completion or items to remedy prior to certification of substantial completion; Facilitate



and monitor the contractor's completion and design team's review and approval of all punch list work; Monitor the CM's progress in obtaining final sign-off from jurisdictional inspectors (if applicable); Facilitate any required sub-contractor provided training of the Owner's personnel. Coordinate the transmittal of warranties, O&M documents, as-built documents, attic stock, and CM field redlines of plans and specifications.

- R. Miscellaneous Tasks** - Perform other project-related tasks as needed that may arise during the construction process.