

**LETTER OF AGREEMENT
BETWEEN
CODINGTON COUNTY
AND
FIRST DISTRICT ASSOCIATION OF LOCAL GOVERNMENTS**

This agreement is hereby entered into between the First District Association of Local Governments, hereinafter referred to as "District" and Codington County, hereinafter referred to as the "County."

I. PURPOSE

- A. Provide administrative and technical assistance services to County Planning Commission and County Commission in the areas of zoning and drainage.

II. DISTRICT RESPONSIBILITIES

District Staff shall:

- A. Be empowered to act in the official capacity of Zoning Officer and Drainage Official for Codington County.
- B. Prepare and/or review public notices and forward them for publication in order that legal requirements for said publications are met.
- C. Prepare complete agendas with appropriate attachments in order to prepare Planning Commission, Board of Adjustment, and County Commission members for meetings.
- D. Make recommendations on items that require board action. Recommendations shall provide options and/or alternatives as appropriate.
- E. Keep States Attorney Office informed of potential problem areas. District shall request assistance when legal interpretation is required and request States Attorney Office participation in meetings after consulting with the County Commission representative on the Planning Commission.
- F. Coordinate with the Assistant to the Zoning Officer in the processing of applications.
- G. Review, update, and/or establish administrative procedures which may include application forms, sample notices, and an administration manual.
- H. Review and provide amendment recommendations regarding existing comprehensive plan, zoning, subdivision, and drainage ordinances.
- I. Provide a minimum of five hundred (500) hours of administrative and technical services with a maximum cap of up to six hundred (600) hours.
- J. Will establish office hours at the Codington County Extension Building.
- K. Provide services according to this agreement starting January 1, 2025, and ending December 31, 2025.

III. CODINGTON COUNTY RESPONSIBILITIES

Codington County shall:

- A. Inform States Attorney Office of this agreement.
- B. Agree to indemnify and hold the First District harmless from and against any and all claims, actions, suits, losses, damages and liabilities, including attorney fees and costs of defense arising from any contention or allegation, whether well founded or otherwise, based on any acts of conduct of the First District or its staff which are reasonably necessary to effectuate the purpose of this agreement.

IV. COMPENSATION

- A. Codington County shall pay the District fifty-five dollars (\$55.00) per hour, the sum not to exceed thirty thousand dollars (\$33,000) for services as described in II. District Responsibilities, above.
- B. Codington County shall pay the District the federal mileage rate (projected at \$0.670 per mile), subject to change, when First District staff utilizes personal vehicle to conduct site inspections. Mileage cost not to exceed six hundred fifty dollars (\$650).
- C. The District will submit quarterly vouchers.
- D. Total maximum contract amount thirty thousand six hundred fifty dollars (\$33,650).

V. OTHER PROVISIONS

- A. Amendment Provision: This contract contains the entire agreement between the parties and may be amended only in writing signed by both parties.
- B. Termination Provision: This agreement can be terminated upon thirty (30) days written notice by either party.
- C. Insurance Provision: The District agrees to, at its sole cost and expense, maintain adequate general liability, worker's compensation, professional liability, and automobile liability insurance during the period of this agreement. Certificates of insurance may be required.

VI. In witness hereto the parties signify their agreement by affixing their signatures hereto.

District _____ Date _____

Codington County Commission Date

ATTEST:

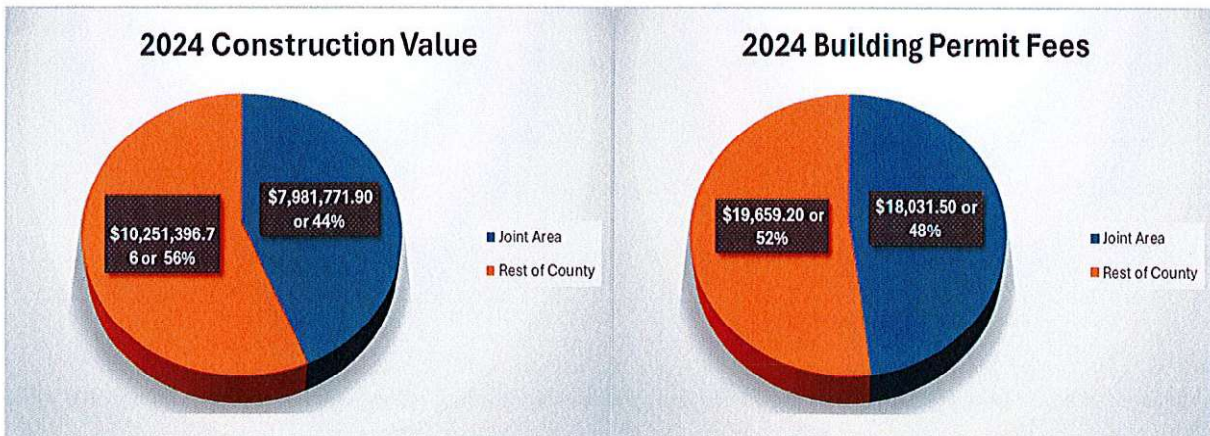
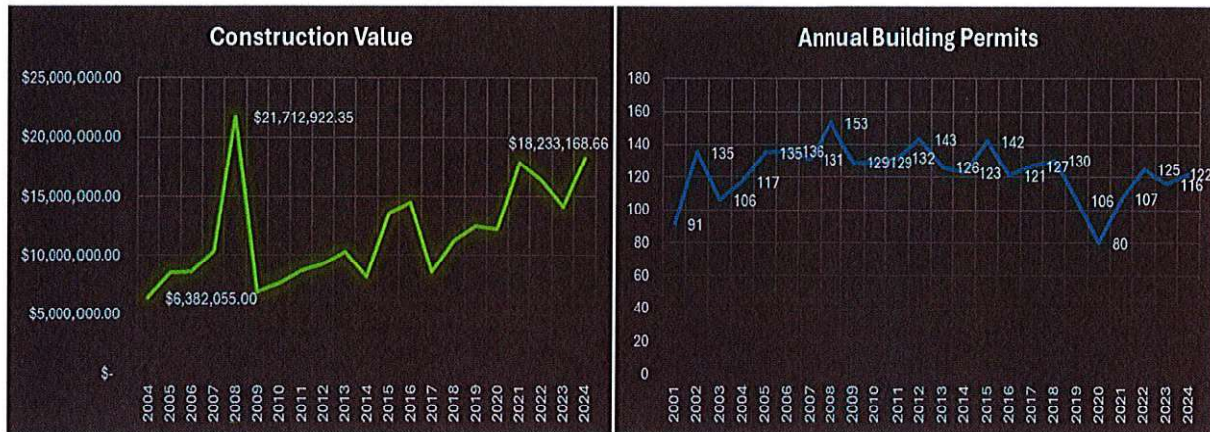
Codington County Auditor Date

Codington County Planning and Zoning Department 2024 Year End Revenue Report

1. Building Permit Activity

Through December 29, 2024

- Building Permits Issued: **122**
- Estimated Value of Construction **\$18,233,168**
- New Residences – **19**
- Fees From Building Permits: **\$37,690**



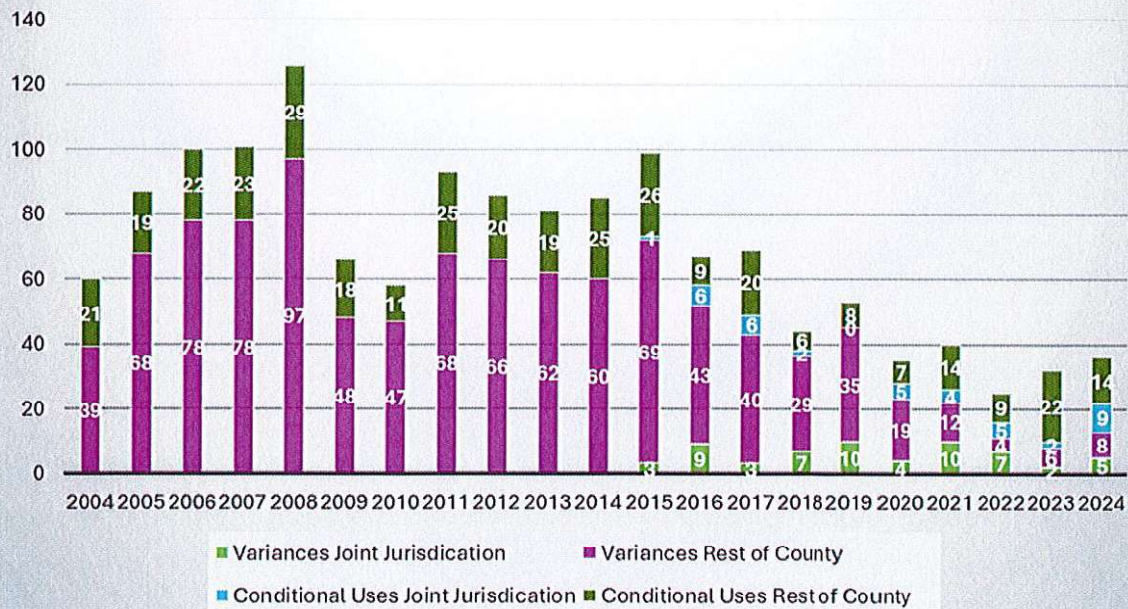
Board of Adjustment/Planning Commission Actions Through December 26, 2024:

- Special Meetings: **0**
- Variance/Conditional Use Permit Applications Processed: **26** (9 Variances, 23 Conditional Use Permits)
- Right-of-way Vacation, Rezoning/Zoning Amendment Applications Processed: **0**
- Fees From Special Meetings and Variance, Conditional Use, Rezoning Applications: **\$3,550**

Number of Permits - 2024



Board of Adjustment Actions



Budget

	Total
• 2024 Budget:	\$41,467.00
• 2024 Costs:	\$40,301.35*
• 2024 Fees (including reimbursed mailing):	\$42,206.65
• Budgeted Cost v. Actual Cost:	\$ 1,165.65
• Positive Actual Fee/Cost Income Variance:	\$ 1,905.30

*Estimate based upon projected and billed expenses (\$510.35)